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CHAPTER 74

An Act respecting Collective Bargaining for Colleges of Applied Arts and Technology

Assented to July 18th, 1975

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

PART I

GENERAL

1. In this Act and in the Schedules,

(a) "agreement" means a written collective agreement between the Council on behalf of the employers and an employee organization covering terms and conditions of employment negotiable under this Act;

(b) "bargaining unit" means the academic staff bargaining unit of employees or the support staff bargaining unit of employees set out in Schedules 1 and 2;

(c) "board" means a board of governors of a college of applied arts and technology;

(d) "Commission" means the College Relations Commission established under this Act;

(e) "Council" means the Ontario Council of Regents for Colleges of Applied Arts and Technology;

(f) "employee" means a person employed by a board of governors of a college of applied arts and technology in a position or classification that is within the academic staff bargaining unit or the support staff bargaining unit set out in Schedules 1 and 2;

(g) "employee organization" means an organization of employees formed for the purpose of regulating relations between the employer and employees under
this Act, but does not include such an organization of employees that discriminates against any employee because of age, sex, race, national origin, colour or religion;

(h) "employer" means a board of governors of a college of applied arts and technology;

(i) "lock-out" means the suspension of employment of, or the refusal to assign work to employees by a board with the view to compelling the cessation of a strike or preventing the resumption of a strike or with the view to inducing or persuading the employee organization that represents the employees to enter into or renew an agreement;

(j) "matters in dispute" means matters in dispute that are within the scope of negotiations under this Act;

(k) "party" means the Council or an employee organization;

(l) "person employed in a managerial or confidential capacity" means a person who,

(i) is involved in the formulation of organization objectives and policy in relation to the development and administration of programs of the employer or in the formulation of budgets of the employer,

(ii) spends a significant portion of his time in the supervision of employees,

(iii) is required by reason of his duties or responsibilities to deal formally on behalf of the employer with a grievance of an employee,

(iv) is employed in a position confidential to any person described in subclause i, ii or iii,

(v) is employed in a confidential capacity in matters relating to employee relations,

(vi) is not otherwise described in subclauses i to v but who, in the opinion of the Ontario Labour Relations Board should not be included in a bargaining unit by reason of his duties and responsibilities to the employer;
(m) "strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding or any concerted action or activity on the part of employees designed to curtail, restrict, limit or interfere with the operation or functioning of a college or colleges including, without limiting the foregoing,

(i) withdrawal of services,

(ii) slow-down in the performance of duties,

(iii) the giving of notice to terminate employment;

(n) "vote by secret ballot" means a vote by ballots cast in such a manner that a person expressing his choice cannot be identified with the choice expressed.

2.—(1) This Act applies to all collective negotiations concerning terms and conditions of employment of employees.

(2) No such collective negotiations shall be carried on except in accordance with this Act.

(3) The Council shall have the exclusive responsibility for all negotiations on behalf of employers conducted under this Act.

3.—(1) Where negotiations for the renewal of the agreement covering the academic staff bargaining unit are being carried on between the Council and an employee organization immediately before this Act comes into force, the Council and the employee organization shall continue the negotiations in good faith with the view to making an agreement in accordance with this Act and written notice of desire to negotiate with the view to making an agreement shall be deemed to have been given pursuant to this Act.

(2) In the case of the agreement covering the support staff bargaining unit that expires on the 31st day of March, 1976, the employee organization may give written notice to the Council or the Council may give written notice to the employee organization in accordance with the terms of the agreement.
(3) Where the notice mentioned in subsection 2 is not
given within the period of time provided therein, the agree-
ment mentioned in subsection 2 shall be deemed to be
renewed and to continue in force for a further period of one
year from the day on which it would have expired.

PART II

NEGOTIATIONS

4. Negotiations shall be carried out in respect of any
term or condition of employment put forward by either
party, except for superannuation.

5.—(1) Either party to an agreement may give written
notice to the other party within the month of January in
the year in which the agreement expires of its desire
to negotiate with the view to the renewal, with or without
modification of the agreement then in operation.

(2) Where an agreement exists and no party to the agree-
ment gives notice in accordance with this Act of its desire
to negotiate with the view to the renewal of the agreement, the
agreement continues in operation and is renewed from year
to year, with each yearly period expiring on the 31st
day of August, until the year, if any, in which notice is
given in accordance with this Act of desire to negotiate
with the view to the renewal, with or without modification,
of the agreement.

6. The parties shall meet within thirty days from the
giving of the notice under section 5 or 71 and they
shall negotiate in good faith and make every reasonable
effort to make an agreement or to renew the agreement, as
the case requires.

7.—(1) The parties, at any time during negotiations to
make or renew an agreement, may agree to,

(a) request the Commission to assign a person to assist
the parties to make or renew the agreement;

(b) request the Commission to appoint a fact finder as
provided in Part III; or

(c) refer all matters remaining in dispute between them
that may be provided for in an agreement to,

(i) an arbitrator or a board of arbitration for
determination as provided in Part IV, or
(ii) a selector for determination as provided in Part V.

(2) The agreement to refer all matters remaining in dispute between them to an arbitrator or board of arbitration or a selector shall be deemed to include a provision that there will be no strike or lock-out.

8. The Commission may, in the exercise of its own discretion, at any time assign a person to assist the parties to make or renew an agreement.

PART III
FACT FINDING

9. The Commission shall appoint forthwith a person as a fact finder during negotiations to make or renew an agreement if the parties have not referred all matters remaining in dispute between them to an arbitrator or board of arbitration as provided in Part IV or a selector as provided in Part V and,

(a) one or both of the parties gives notice to the Commission that an impasse has been reached in the negotiations and requests the appointment of a fact finder, and the Commission approves the request;

(b) the Commission is of the opinion that an impasse has been reached in the negotiations; or

(c) the agreement that was in operation in respect of the parties expires during negotiations between the parties to make or renew an agreement, and fact finding has not taken place as provided in this Part.

10. The parties to negotiations to make or renew an agreement may, notwithstanding the appointment of a fact finder,

(a) make or renew the agreement; or

(b) agree to refer all matters remaining in dispute between them to,

(i) an arbitrator or a board of arbitration for determination as provided in Part IV, or

(ii) a selector for determination as provided in Part V,
and upon the giving of notice to the Commission by the parties that they have so acted, the appointment of the fact finder is terminated.

11. The agreement to refer all matters remaining in dispute between them to an arbitrator or board of arbitration or a selector shall be deemed to include a provision that there will be no strike or lock-out.

12. No person shall be appointed a fact finder who has a direct pecuniary interest in the matters coming before him or who is acting or has, within the period of six months immediately before the date of his appointment, acted as solicitor, counsel, negotiator, advisor or agent of either of the parties or a board.

13. Where a fact finder ceases to act by reason of withdrawal, death or otherwise before submitting his report to the Commission, the Commission shall appoint another person in his stead and such person shall commence the work of the fact finder de novo.

14. Where the Commission appoints a fact finder, the Commission shall give written notice to each of the parties of the appointment of and the name and address of the fact finder.

15.—(1) Within seven days after the receipt of notice from the Commission of the appointment of the fact finder, each party shall give written notice to the fact finder and to the other party setting out all the matters that the parties have agreed upon for inclusion in an agreement and all the matters remaining in dispute between the parties.

(2) Where a party fails to comply with subsection 1, the fact finder may make a determination of the matters mentioned in subsection 1 and may then proceed pursuant to this Part.

16.—(1) It is the duty of a fact finder to confer with the parties and to inquire into, ascertain and make a report setting out the matters agreed upon by the parties for inclusion in an agreement and the matters remaining in dispute between the parties.

(2) A fact finder may, in his report, include his findings in respect of any matter that he considers relevant to the making of an agreement between the parties and recommend terms of settlement of the matters remaining in dispute between the parties.
17. In inquiring into and ascertaining the matters remaining in dispute between the parties, the fact finder may inquire into and consider any matter that the fact finder considers relevant to the making of an agreement between the parties including, without limiting the foregoing,

(a) the conditions of employment in occupations outside the teaching sector;

(b) the effect of geographic or other local factors on the terms and conditions of employment;

(c) the cost to the employers of the proposal of either party;

(d) the interests and welfare of the public.

18. The fact finder shall determine his own procedure under guidelines established by the Commission and, where the fact finder requests information from a party, the party shall, acting in good faith, provide the fact finder with full and complete information.

19. The fact finder shall submit his report to the Commission within thirty days after the date of his appointment or within such longer period of time as the Commission may direct and the Commission shall forthwith give a copy of the report to each of the parties.

20. The report of the fact finder is not binding on the parties but is made for the advice and guidance of the parties and upon receipt of the report the parties shall endeavour, in good faith, to make an agreement or to renew the agreement, as the case may be.

21.—(1) Where the Commission has given a copy of the report of the fact finder to each of the parties and the Commission is of the opinion that the parties will or are likely to benefit from assistance, the Commission may assign a person to assist the parties to make or renew, as the case may be, the agreement.

(2) Where the Commission has given a copy of the report of the fact finder to each of the parties and both of the parties request assistance from the Commission, the Commission shall assign a person to assist the parties to make or renew, as the case may be, the agreement.

22.—(1) If the parties make or renew, as the case may be, an agreement within fifteen days after the Commission has
given a copy of the report to each of the parties, the report shall not be made public by the Commission, either of the parties or by any person.

(2) If the parties do not make an agreement, or renew the agreement, as the case may be, within the period of time specified in subsection 1, the Commission shall make public the report of the fact finder.

(3) Notwithstanding subsections 1 and 2, where both parties agree and the Commission approves, the Commission may defer making public the report of the fact finder for an additional period of not more than five days.

23.—(1) If the parties do not make or renew, as the case may be, an agreement within fifteen days after the Commission has given a copy of the report of the fact finder to each of the parties, the parties may agree to refer all matters in dispute between them that may be provided for in an agreement to,

(a) an arbitrator or a board of arbitration for determination as provided in Part IV; or

(b) a selector for determination as provided in Part V.

(2) The agreement to refer all matters remaining in dispute between them to an arbitrator or board of arbitration or a selector shall be deemed to include a provision that there will be no strike or lock-out.

PART IV

VOLUNTARY BINDING ARBITRATION

24.—(1) Where the parties agree to refer all matters remaining in dispute between them that may be provided for in an agreement to an arbitrator or a board of arbitration, the parties shall jointly give written notice to the Commission that they have so agreed and the notice shall state,

(a) that the parties agree to refer the matters to an arbitrator and,

(i) the date of appointment and the name and address of the arbitrator, or

(ii) that the parties have not appointed the arbitrator and that the parties request the Commission to appoint the arbitrator; or

(b) that the parties agree to refer the matters to a board of arbitration and,
(i) that the parties have each appointed a person as a member of the board of arbitration and shall set out the names and addresses of the two members so appointed, or

(ii) that both of the parties or one of them, as the case may be, has not appointed a person as a member of the board of arbitration and that the parties request the Commission to appoint the members or member, as the case may be, of the board.

(2) Except as provided in section 50, a party shall not withdraw from arbitration proceedings under this Part after notice is given to the Commission in accordance with subsection 1.

(3) Where the parties, in the notice mentioned in subsection 1, request the Commission to appoint the arbitrator or the members or one of the members of the board of arbitration, the Commission shall make the appointment or appointments and shall forthwith thereafter give notice thereof to the parties setting out the name and address of the appointee or the names and addresses of the appointees, as the case may be, together with the date of the appointment or appointments.

(4) Where the parties agree to refer all matters remaining in dispute between them to a board of arbitration, the two members of the board of arbitration shall, within ten days after the giving of notice of their appointment by the parties or by the Commission, as the case may be, appoint a third person to be chairman of the board of arbitration and the chairman shall forthwith give written notice to the Commission of his appointment.

(5) Where the two members of the board of arbitration are unable to appoint or to agree on the appointment of the chairman of the board of arbitration within the period of time set out in subsection 4, the Commission shall appoint the chairman and shall give notice of the appointment to the two members and to the parties and the notice shall set out the name and address of the person appointed and the date of the appointment.

28. No person shall be appointed an arbitrator or member or chairman of a board of arbitration who has a direct pecuniary interest in the matters coming before him or who is acting or has, within the period of six months immediately before the date of his appointment, acted as solicitor, counsel, negotiator, advisor or agent of either of the parties or a board.
26.—(1) Where a member of a board of arbitration is unable to enter on or to carry on his duties so as to enable a decision to be rendered within the period of time required by subsection 2 or ceases to act by reason of withdrawal or death before the board of arbitration has completed its work, a replacement shall be appointed by the party that appointed the member, or failing such appointment, by the Commission and the board of arbitration shall continue to function as if such member were a member of the board of arbitration from the beginning.

(2) Where the chairman of a board of arbitration is unable to enter on or to carry on his duties so as to enable a decision to be rendered within sixty days after his appointment or within such longer period of time as may be provided in writing by the board of arbitration and consented to by the Commission or ceases to act by reason of withdrawal or death, the Commission shall give notice thereof to the members of the board of arbitration who shall, within seven days of the giving of the notice, appoint a person to be the chairman and if the appointment is not so made by the members it shall be made by the Commission, and after the chairman is appointed the arbitration shall begin de novo.

(3) Where an arbitrator is unable to enter on or to carry on his duties so as to enable a decision to be rendered within sixty days after his appointment or within such longer period of time as may be provided in writing by the arbitrator and consented to by the Commission or ceases to act by reason of withdrawal or death, the Commission shall give notice thereof to the parties who shall, within seven days of the giving of the notice, appoint a person to be the arbitrator and if the appointment is not so made it shall be made by the Commission and after the arbitrator is appointed the arbitration shall begin de novo.

27. Within seven days after the giving of notice that the arbitrator or the chairman of the board of arbitration, as the case may be, has been appointed, each party shall give written notice to the arbitrator or chairman and to the other party setting out all the matters that the parties have agreed upon for inclusion in an agreement and all the matters remaining in dispute between the parties.

28.—(1) The arbitrator or board of arbitration shall determine his or its own procedure but shall give full opportunity to the parties to present their evidence and make their submissions.

(2) If the members of a board of arbitration are unable to agree among themselves on matters of procedure or as to the admissibility of evidence, the decision of the chairman governs.
(3) The decision of a majority of a board of arbitration is the decision of the board, but if there is no majority, the decision of the chairman is the decision of the board.

29.—(1) The arbitrator or board of arbitration has power, to summon any person,

(a) to give oral or written evidence on oath or affirmation to the arbitrator or board of arbitration, or

(b) to produce in evidence for the arbitrator or board of arbitration such documents and other things as the arbitrator or board of arbitration may specify;

(c) to administer oaths and affirmations;

(d) to accept for or exclude from consideration any oral testimony, document or other thing, whether admissible in a court of law or not.

(2) Where any person without lawful excuse, on being duly summoned under subsection 1 as a witness before the arbitrator or board of arbitration, as the case may be, makes default in so attending;

(b) being in attendance as a witness before the arbitrator or board of arbitration, as the case may be, refuses to take an oath or to make an affirmation legally required by the arbitrator or board of arbitration to be taken or made, or to produce any document or thing in his power or control legally required by the arbitrator or board of arbitration to be produced to him or it, or to answer any question to which the arbitrator or board of arbitration may legally require an answer; or

(c) does any other thing that would, if the arbitrator or board of arbitration had been a court of law having power to commit for contempt, have been contempt of that court,

the arbitrator or board of arbitration may state a case to the Divisional Court setting out the facts and that court may, on the application of the arbitrator or board of arbitration, inquire into the matter and, after hearing any witnesses who may be produced against or on behalf of that person.
Duty of arbitrator or board of arbitration

30.—(1) The arbitrator or board of arbitration shall inquire into, consider and decide on all matters remaining in dispute between the parties.

Matters that may be considered by arbitrator or board of arbitration

(2) In the conduct of proceedings before him or it and in reaching a decision in respect of a matter in dispute, the arbitrator or board of arbitration may inquire into and consider any matter that the arbitrator or board of arbitration considers relevant to the making of an agreement between the parties.

Time for report of arbitrator or board of arbitration

31.—(1) The arbitrator or board of arbitration shall complete the consideration of all matters in dispute between the parties and shall report in writing his or its decision on the matters to the parties and to the Commission within sixty days after the giving of notice of the appointment of the arbitrator or of the appointment of the chairman of the board of arbitration, as the case may be, or within such longer period of time as may be provided in writing by the arbitrator or board of arbitration and consented to by the Commission.

Effect of decision

(2) The decision of the arbitrator or board of arbitration is binding upon the parties and they shall comply in good faith with the decision.

Reference back to arbitrator or board of arbitration

(3) The arbitrator or board of arbitration may, upon application by either party to a decision within ten days after the release of the decision, subject to affording the parties the opportunity to make representations thereupon to the arbitrator or board of arbitration amend, alter or vary the decision where it is shown to the satisfaction of the arbitrator or board of arbitration that it has failed to deal with any matter in dispute referred to it or that an error is apparent on the face of the decision.

Preparation and execution of documents

32.—(1) Within thirty days after receipt by the parties of the report of the arbitrator or board of arbitration, as the case may be, the parties shall prepare a document giving effect to all matters agreed upon by the parties and the decision of the arbitrator or board of arbitration and shall execute the document and thereupon it constitutes an agreement.

(2) If the parties fail to execute the document within the period of time mentioned in subsection 1, the arbitrator or
board of arbitration, as the case may be, shall prepare the document and submit it to the parties and shall fix the time within which and the place where the parties shall execute the document.

(3) If the parties or either of them fail to execute the document within the time fixed by the arbitrator or the board of arbitration, the document shall be deemed to be in effect as though it had been executed by the parties and the document thereupon constitutes an agreement.

PART V
FINAL OFFER SELECTION

33. (1) Where the parties agree to refer all matters remaining in dispute between them that may be provided for in an agreement to a selector, the parties shall jointly give written notice to the Commission that they have so agreed and the notice shall state that the parties agree to refer the matters to a selector and,

(a) the date of appointment and the name and address of the selector; or

(b) that the parties have not appointed the selector and that the parties request the Commission to appoint the selector.

(2) The parties shall, together with the notice mentioned in subsection 1, give to the Commission a written statement signed by the parties setting out that neither party will withdraw from the proceedings after the final offers of the parties have been submitted to the selector and that the decision of the selector will be accepted by the parties as binding upon them.

(3) Except as provided in section 50, where the parties give notice to the Commission a written statement in accordance with subsection 2, a party shall not withdraw from the proceedings after the final offer of either of the parties has been submitted to the selector.

(4) Where the parties request the Commission to appoint the selector, the Commission shall make the appointment and give notice of the appointment of the selector to the parties and the notice shall set out the name and address of the person appointed and the date of the appointment.

34. No person shall be appointed a selector who has a direct pecuniary interest in the matters coming before him or who is acting or has, within the period of six months immediately before the date of his appointment, acted as solicitor, counsel, negotiator, advisor or agent of either of the parties or a board.
35. Where a selector is unable to enter on or to carry on his duties so as to enable a decision to be rendered within the time specified by this Act or such longer period of time as may be provided in writing by the selector and consented to by the Commission or ceases to act by reason of withdrawal or death, the Commission shall give notice thereof to the parties who shall, within seven days of the giving of the notice, appoint a person to be the selector, and if the appointment is not so made by the parties it shall be made by the Commission, and after the selector is appointed, the selection procedure shall begin de novo.

36. Within seven days after the giving of notice that the selector has been appointed, the parties shall jointly give written notice to the selector setting out all the matters that the parties have agreed upon for inclusion in an agreement and all the matters remaining in dispute between the parties.

37. Within fifteen days after the giving of notice that the selector has been appointed, each party shall give written notice to the selector setting out the final offer of the party on all the matters remaining in dispute between the parties and may submit with the notice a written statement in support of the final offer set out in the notice.

38. Upon receiving the notices of the parties setting out the final offer of each party, the selector shall forthwith give to each party a copy of the notice setting out the final offer of the opposite party on all the matters remaining in dispute between the parties together with a copy of the statement, if any, of the opposite party submitted in support of the final offer of the opposite party.

39. Each party may, within ten days after being given a copy of the final offer and supporting statement, if any, of the opposite party, give to the selector a written reply and the selector shall forthwith give a copy of the reply of each party to the opposite party.

40. Within fifteen days after each party has been given a copy of the final offer and supporting statement, if any, of the opposite party, or within such longer period of time as may be provided in writing by the selector and consented to by the Commission, the selector shall hold a hearing in respect of the matters remaining in dispute between the parties and may, before making a selection, hold a further hearing or hearings.
41. The parties may agree to dispense with a hearing by the selector and in such case may jointly give written notice to the selector that they have so agreed, and the selector, upon receipt of the notice, shall not hold a hearing but shall proceed to his decision.

42.—(1) The selector shall determine his own procedure but, in holding a hearing, shall give full opportunity to the parties to present their evidence and make their submissions.

(2) The selector has power,

(a) to summon any person,

(i) to give oral or written evidence on oath or affirmation to the selector, or

(ii) to produce in evidence for the selector such documents and other things as the selector may specify;

(b) to administer oaths and affirmations;

(c) to accept for or exclude from consideration any oral testimony, document or other thing, whether admissible in a court of law or not.

(3) Where any person without lawful excuse,

(a) on being duly summoned under subsection 2 as a witness before the selector makes default in so attending;

(b) being in attendance as a witness before the selector refuses to take an oath or to make an affirmation legally required by the selector to be taken or made, or to produce any document or thing in his power or control legally required by the selector to be produced to him, or to answer any question to which the selector may legally require an answer; or

(c) does any other thing that would, if the selector had been a court of law having power to commit for contempt, have been contempt of that court,

the selector may state a case to the Divisional Court setting out the facts and that court may, on the application of the selector, inquire into the matter and, after hearing any witnesses who may be produced against or on behalf of that person and after hearing any statement that may be
offered in defence, punish or take steps for the punishment of that person in like manner as if he had been guilty of contempt of the court.

43. The selector shall, within fifteen days after the conclusion of the hearing or hearings or within fifteen days after the giving of the notice by the parties that they have agreed to dispense with a hearing, as the case may be, or within such longer period of time as may be provided in writing by the selector and consented to by the Commission, make a decision selecting all of one of the final offers on all matters remaining in dispute between the parties given to the selector by one or the other of the parties.

44. The decision of the selector is binding upon the parties and they shall comply in good faith with the decision.

45. (1) Within thirty days after receipt of notice of the decision of the selector, the parties shall prepare a document giving effect to all matters agreed upon by the parties and the decision of the selector and shall execute the document and thereupon it constitutes an agreement.

(2) If the parties fail to execute the document within the period of time mentioned in subsection 1, the selector shall prepare the document and submit it to the parties and shall fix the time within which and the place where the parties shall execute the document.

(3) If the parties or either of them fail to execute the document within the time fixed by the selector, the document shall be deemed to be in effect as though it had been executed by the parties and the document thereupon constitutes an agreement.

PART VI

AGREEMENTS

46. (1) Every agreement shall,

(a) provide for a term of operation of not less than one year;

(b) state that it is effective on and after the 1st day of September in the year in which it is to come into operation; and

(c) state that it expires on the 31st day of August in the year in which it ceases to operate.
Exception

Notwithstanding clause (b) of subsection 1, an agreement covering the support staff bargaining unit that expires on the 31st day of March, 1976, may be renewed effective the 1st day of April, 1976.

47.—(1) Every agreement shall provide for the final and binding settlement by arbitration of all differences between an employer and the employee organization arising from the interpretation, application, administration or alleged contravention of the agreement including any question as to whether a matter is arbitrable.

(2) Unless an agreement otherwise provides for the final and binding settlement of all differences between an employer and the employee organization arising from the interpretation, application, administration or alleged contravention of the agreement, the agreement is deemed to include the following provision:

Where a difference arises between an employer and the employee organization relating to the interpretation, application or administration of this agreement, or where an allegation is made that this agreement has been contravened, including any question as to whether the matter is arbitrable, either the employer or the employee organization may, after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of its appointee to an arbitration board. The recipient of the notice shall within five days inform the other either that it accepts the other’s appointee as a single arbitrator or inform the other of the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairman within the time limited, the appointment shall be made by the Commission upon the request of either the employer or the employee organization. The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the employer and the employee organization and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairman governs. The arbitrator or arbitration board, as the case may be,
shall not by his or its decision add to, delete from, modify or otherwise amend the provisions of this agreement.

(3) An arbitrator or chairman of an arbitration board, as the case may be, referred to in this section, has the same powers as an arbitrator or board of arbitration under subsection 1 of section 29.

(4) Where an arbitrator or board of arbitration referred to in this section determines that a disciplinary penalty or dismissal of an employee is excessive, it may substitute such other penalty for the discipline or dismissal as it considers just and reasonable in all the circumstances.

(5) The decision of an arbitrator or of an arbitration board is final and binding upon the employer, employee organization and upon the employees covered by the agreement who are affected by the decision, and such employer, employee organization and employees shall do or refrain from doing anything required of them by the decision.

(6) Where an employer, employee organization or an employee has failed to comply with any of the terms of the decision of an arbitrator or arbitration board, any employer, employee organization or employee affected by the decision may, after the expiration of fourteen days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Registrar of the Supreme Court a copy of the decision, exclusive of the reasons therefor, in the prescribed form, whereupon the decision shall be entered in the same way as a judgment or order of that court and is enforceable as such.

(7) The employer and employee organization shall each pay one-half the remuneration and expenses of the arbitrator or chairman of the board of arbitration referred to in this section and shall pay the remuneration and expenses of the person it appoints to such an arbitration board.

(8) The Arbitrations Act and The Statutory Powers Procedure Act, 1971 do not apply to arbitration proceedings under this section.

48.—(1) Every agreement shall provide that there will be no strike or lock-out during the term of the agreement or of any renewal of the agreement.

(2) If an agreement does not contain the provision mentioned in subsection 1, the agreement shall be deemed to contain the following provision:
"There shall be no strike or lock-out during the term of this agreement or of any renewal of this agreement.

49. — (1) No agreement, decision of an arbitrator, board of arbitration or selector shall contain any term that would require either directly or indirectly for its implementation the enactment or amendment of legislation.

(2) Where a conflict appears between any provision of an agreement and any provision of any legislation, the provision of the legislation prevails.

50. Where the parties agree on all the matters to be included in an agreement, whether during or at the conclusion of negotiations or other proceedings under this Act, they shall prepare a document incorporating all the matters agreed upon and shall execute the document and the document thereupon constitutes an agreement.

51. Upon the execution of an agreement, each party to the agreement shall forthwith give written notice thereof together with a copy of the agreement, to the Commission.

52. — (1) An agreement is binding upon the Council, the employers and the employee organization that is a party to it and upon the employees in the bargaining unit covered by the agreement.

(2) Subsection 1 applies to the agreement covering the academic staff bargaining unit and the agreement covering the support staff bargaining unit in operation upon the coming into force of this Act.

53. Every agreement shall be deemed to provide that the employee organization that is a party thereto is recognized as the exclusive bargaining agent for the bargaining unit to which the agreement applies.

54. — (1) The parties to an agreement may provide for the payment by the employees of dues or contributions to the employee organization.

(2) Where the Ontario Labour Relations Board is satisfied that an employee because of his religious convictions or belief objects to paying dues or contributions to an employee organization, the Ontario Labour Relations Board shall order that the provisions of the agreement pertaining thereto do not apply to such employee and that the employee is not required to pay dues or contributions to the employee organization.
organization, provided that amounts equivalent thereto are remitted by the employer to a charitable organization mutually agreed upon by the employee and the employee organization and failing such agreement then to such charitable organization registered as such under Part I of the Income Tax Act (Canada) as may be designated by the Ontario Labour Relations Board.

(3) No agreement shall contain a provision which would require, as a condition of employment, membership in the employee organization.

55.—(1) Where notice has been given by either party to an agreement under section 5, except as altered by an agreement in writing by the parties, the terms and provisions of the agreement then in operation shall continue to operate until there is a right to strike or lock-out as provided in this Act.

(2) Where notice has been given by the employee organization under section 71, the conditions then in effect applicable to or binding upon the Council, the employer, the employee organization or the employees which are subject to negotiations within the meaning of this Act shall not be altered without the consent of the Council, the employer, the employee organization or the employees, as the case may be, until there is a right to strike or lock-out as provided in this Act.

PART VII

COLLEGE RELATIONS COMMISSION

56.—(1) There shall be a commission to be known as the College Relations Commission composed of five persons who shall be appointed by the Lieutenant Governor in Council.

(2) The Lieutenant Governor in Council shall designate a chairman and a vice-chairman from among the members of the Commission.

(3) In the case of the absence or inability to act of the chairman or of there being a vacancy in the office of the chairman, the vice-chairman shall act as and have all the powers of the chairman, and, in the absence of the chairman and vice-chairman from any meeting of the Commission, the members of the Commission present at the meeting shall appoint an acting chairman who shall act as and have all the powers of the chairman during the meeting.
(4) The members of the Commission shall be appointed for a term of one, two or three years so that as nearly as possible one-third of the members shall retire each year.

(5) Every vacancy on the Commission caused by the death, resignation or incapacity of a member may be filled by the appointment by the Lieutenant Governor in Council of a person to hold office for the remainder of the term of such member.

(6) Each of the members of the Commission is eligible for reappointment upon the expiration of his term of office.

(7) Three members of the Commission constitute a quorum and are sufficient for the exercise of all the authority of the Commission.

(8) The powers of the Commission shall be exercised by resolution and the Commission may pass resolutions governing the calling of and the proceedings at meetings and specifying the powers and duties of employees of the Commission and generally dealing with the carrying out of its duties.

(9) The members of the Commission shall be paid such remuneration and expenses as are determined by the Lieutenant Governor in Council.

(10) Subject to the approval of the Lieutenant Governor in Council, the Commission may,

(a) establish job classifications, salary ranges and terms and conditions of employment for its employees; and

(b) appoint and pay such employees as are considered proper.

(11) The Public Service Superannuation Act applies to the permanent employees of the Commission as though the applicable Commission had been designated by the Lieutenant Governor in Council under section 27 of that Act.

(12) The Commission may engage persons other than those employed pursuant to subsection 10 to provide professional, technical or other assistance to or on behalf of the Commission, and may prescribe the terms of engagement and provide for payment of the remuneration and expenses of such persons.
Duties of Commission

37. — (1) It is the duty of the Commission,

(a) to carry out the duties imposed on it by this Act and such other functions as may, in the opinion of the Commission, be necessary to carry out the intent and purpose of this Act;

(b) to maintain an awareness of negotiations between the parties;

(c) to compile statistical information on the supply, distribution, professional activities and salaries of employees;

(d) to provide such assistance to parties as may facilitate the making or renewing of agreements;

(e) to select and, where necessary, to train persons who may act as mediators, fact finders, arbitrators or selectors;

(f) to determine, at the request of either party or in the exercise of its discretion, whether or not either of the parties is or was negotiating in good faith and making every reasonable effort to make or renew an agreement;

(g) to determine the manner of conducting and to supervise votes by secret ballot pursuant to this Act; and

(h) to advise the Lieutenant Governor in Council when, in the opinion of the Commission, the continuance of a strike, lock-out or closing of a college or colleges will place in jeopardy the successful completion of courses of study by the students affected by the strike, lock-out or closing of the college or colleges.

(2) The Commission may request an employer to provide information necessary to compile the statistical information referred to in clause (c) of subsection 1 and an employer shall comply with such a request within a reasonable period of time.

Annual report

(3) The Commission shall annually prepare a report on the affairs of the Commission for the preceding year and the report shall be tabled in the Legislature.
58. No member of, or person employed or engaged by, the Commission shall be required to give testimony in any proceeding under this Act or before a court or tribunal with regard to information obtained by him in the discharge of his duties as a member of or person employed or engaged by the Commission.

59. The moneys required for the purposes of the Commission shall, until the 31st day of March, 1976, and, subject to the approval of the Lieutenant Governor in Council, be paid out of the Consolidated Revenue Fund and thereafter shall be paid out of the moneys appropriated therefor by the Legislature.

PART VIII

STRIKES AND LOCK-OUTS

60.—(1) No employee shall strike unless,

(a) there is no agreement in operation between the Council and the employee organization that represents the employee;

(b) notice of desire to negotiate to make or renew an agreement has been given by either party;

(c) all the matters remaining in dispute between the Council and the employee organization that represents the employee have been referred to a fact finder and fifteen days have elapsed after the Commission has made public the report of the fact finder;

(d) the offer of the Council in respect of all matters remaining in dispute between the parties last received by the employee organization that represents the employee is submitted to and rejected by the employees in the bargaining unit by a vote by secret ballot conducted under the supervision of and in the manner determined by the Commission;

(e) the employees in the bargaining unit have voted, not earlier than the vote referred to in clause (d) and not before the end of the fifteen-day period referred to in clause (c), in favour of a strike by a vote by secret ballot conducted under the supervision of and in the manner determined by the Commission; and
(f) after a vote in favour of a strike in accordance with clause e, the employee organization that represents the employee gives the Council and the employer written notice of the strike and of the date on which the strike will commence at least five days before the commencement of the strike.

(2) Where an agreement is in operation upon the coming into force of this Act pursuant to section 52, no employee shall strike unless the requirements of subsection 1 are complied with.

(3) Where the employee organization gives notice of a lawful strike, all employees in the bargaining unit concerned shall be deemed to be taking part in the strike from the date on which the strike is to commence, as set out in the written notice, to the date on which the employee organization gives written notice to the Council and the employer that the strike is ended, and no employee shall be paid salary or benefits during such period.

(4) Where a strike is ended without an agreement coming into effect, no employee shall resume striking or engage in a new strike except after the provisions of clauses d, e and f of subsection 1 have again been complied with in respect of such resumption or new strike.

61. — (1) No employee organization shall call or authorize or threaten to call or authorize an unlawful strike.

(2) No officer, official, or agent of an employee organization shall counsel, procure, support or encourage an unlawful strike or threaten an unlawful strike.

62. — (1) The Council shall not and no employer shall call or authorize or threaten to call or authorize an unlawful lock-out.

(2) No officer, official, or agent of the Council or of an employer shall counsel, procure, support or encourage an unlawful lock-out or threaten an unlawful lock-out.

63. — (1) Where the employee organization calls or authorizes a strike or employees engage in a strike that the Council or an employer alleges is unlawful, the Council or the employer may apply to the Ontario Labour Relations Board for a declaration that the strike is unlawful, and the Board may make the declaration.

(2) Where the Council or employer calls or authorizes a lock-out of employees that the employee organization con-
cerned alleges is unlawful, such employee organization may apply to the Ontario Labour Relations Board for a declaration that the lock-out is unlawful, and the Board may make the declaration.

(3) Where the Ontario Labour Relations Board makes a declaration under subsection 1 or 2, the Board in its discretion may, in addition, direct what action if any a person, employee, employee organization, Council or employer and their officers, officials or agents shall do or refrain from doing with respect to the unlawful strike or unlawful lock-out.

(4) The Ontario Labour Relations Board shall file in the office of the Registrar of the Supreme Court a copy of a direction made under subsection 3, exclusive of the reasons therefor, whereupon the direction shall be entered in the same way as a judgment or order of the court and is enforceable as such.

64.—(1) No employer shall lock-out employees unless,

(a) there is no agreement in operation between the Council and the employee organization that represents the employees;

(b) notice of desire to negotiate or make or renew an agreement has been given by the Council to the employee organization that represents the employees or by the employee organization that represents the employees to the Council and the Council has negotiated in good faith and made every reasonable effort to make or renew an agreement;

(c) all the matters remaining in dispute between the Council and the employee organization that represents the employees have been referred to a fact finder and thirty days have elapsed after the Commission has given a copy of the report of the fact finder to each of the parties;

(d) the Council on behalf of all employers gives the employee organization that represents the employees written notice of the lock-out and of the date on which the lock-out will commence at least five days before the commencement of the lock-out.

(2) Where a lawful strike is declared or authorized or employees engage in a lawful strike, the employer may, with the approval of the Council, close a college or any part thereof where the employer is of the opinion that,
(a) the safety of students enrolled in the college may be endangered;

(b) the college buildings or the equipment or supplies therein may not be adequately protected during the strike; or

(c) the strike will substantially interfere with the operation of the college,

and may keep the college or any part thereof closed until the employee organization that called or authorized the strike or that represents the employees engaged in the strike gives written notice to the Council and the employer that the strike is ended.

(3) Where the Council gives notice of a lawful lock-out, all employers shall be deemed to be taking part in the lock-out from the date on which the lock-out is to commence set out in the written notice and an employee in the bargaining unit concerned is not entitled to be paid his salary and benefits in respect of the days on which he is prevented from performing his duty as the result of action by an employer pursuant to subsection 1 or 2.

65. For the purposes of this Act, no person shall be deemed to have ceased to be an employee by reason only of his ceasing to work for his employer as the result of a lawful lock-out or lawful strike or by reason only of his being dismissed by his employer contrary to this Act or to a collective agreement.

PART IX

REPRESENTATION RIGHTS

66. Every person is free to join an employee organization of his own choice and to participate in its lawful activities.

67. (1) Where an agreement is for a term of not more than three years, an employee organization may apply to the Ontario Labour Relations Board for bargaining rights as bargaining agent of the employees in the bargaining unit only during the month of December immediately prior to the termination date of the agreement.

(2) Where an agreement is for a term of more than three years, an employee organization may apply to the Ontario
Labour Relations Board for bargaining rights as bargaining agent of the employees in the bargaining unit only during the month of December,

(a) in the third year of operation of the agreement; or

(b) in each year of operation of the agreement after the third year.

68.—(1) The bargaining units set out in the Schedules are

the units for collective bargaining purposes under this Act.

(2) The employee organization that is party to the

agreement covering the academic staff bargaining unit or the

support staff bargaining unit upon the coming into force of this Act shall be deemed to have been granted bargaining rights in relation to such bargaining unit upon the coming into force of this Act.

69.—(1) Upon an application for bargaining rights by an employee organization claiming not less than 35 per cent of the employees in the appropriate bargaining unit as members, the Ontario Labour Relations Board upon satisfying itself that not less than 35 per cent of such employees are members of the employee organization shall direct that a representation vote be taken.

(2) If, on the taking of a representation vote, more than 50 per cent of the ballots cast are in favour of the employee organization, the Ontario Labour Relations Board shall grant bargaining rights to the employee organization as the bargaining agent of the employees in the bargaining unit.

70. The Ontario Labour Relations Board shall not grant

bargaining rights to any employee organization in the forma-

tion or administration of which there has been or is, in the

opinion of the Ontario Labour Relations Board, participation

by the Council, or an employer or any person acting on

behalf of the Council or an employer of such a nature as

to impair the employee organization's fitness to represent

the interest of employees in the bargaining unit.

71. Upon being granted bargaining rights under sec-

tion 69, the employee organization may give the Council

written notice of its desire to negotiate with a view to

making an agreement.

72.—(1) If an employee organization does not enter into

an agreement with the Council within one year after being

granted bargaining rights or fails to give notice of its

bargaining rights
intention to bargain as provided under section 71 and no such notice has been given by the Council, the Council or any employee in the bargaining unit concerned may apply to the Ontario Labour Relations Board for a declaration that the employee organization no longer represents the employees in the bargaining unit.

(2) Any employee in the bargaining unit covered by an agreement may apply to the Ontario Labour Relations Board for a declaration that the employee organization no longer represents the employees in the bargaining unit only during the month of December immediately prior to the termination date of the agreement.

(3) Upon the application under subsection 2, the Ontario Labour Relations Board shall ascertain the number of employees in the bargaining unit at the time the application was made and if a majority of the employees in the bargaining unit have voluntarily signified in writing that they no longer wish to be represented by the employee organization, the Ontario Labour Relations Board shall conduct a representation vote to determine whether or not the employees desire that the right of the employee organization to bargain on their behalf be terminated.

(4) If, on the taking of the representation vote, more than 50 per cent of the ballots cast are in opposition to the employee organization, the Ontario Labour Relations Board shall declare that the employee organization that was granted bargaining rights or that was or is a party to the agreement, as the case may be, no longer represents the employees in the bargaining unit.

(5) Upon the Ontario Labour Relations Board declaring that the employee organization no longer represents the employees in the bargaining unit, the employee organization ceases to have such representation rights and any agreement in operation between the employee organization and the Council that is binding upon the employees in the bargaining unit ceases to operate and any decision of an arbitrator, board of arbitration or selector applying to the bargaining unit ceases to have effect.

73. — (1) Where the Ontario Labour Relations Board is advised by an employee organization that it wishes to be released of its representation rights in respect of a bargaining unit or where the Ontario Labour Relations Board, upon application by the employer or any employee in a bargaining unit represented by an employee organization, determines that the employee organization has ceased to act
on behalf of the employees, the Ontario Labour Relations Board shall declare that the employee organization no longer represents the employees in the bargaining unit.

(2) Where the Ontario Labour Relations Board is satisfied that an employee organization has obtained representation rights in respect of a bargaining unit by fraud, the Ontario Labour Relations Board shall declare that the employee organization no longer represents the employees in the bargaining unit.

(3) Upon the Ontario Labour Relations Board declaring that the employee organization no longer represents the employees in the bargaining unit, the employee organization ceases to have such bargaining rights and any agreement in operation between the employee organization and the Council that is binding upon the employees in the bargaining unit ceases to operate and any decision made by an arbitrator, board of arbitration or selector, applying to the bargaining unit ceases to have effect.

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74. No person shall attempt at the employee's place of employment to persuade him to become or refrain from becoming a member of an employee organization, except as the Council and an employee organization may otherwise agree.

75. Nothing in this Act prohibits any suspension or discontinuance for cause of an employer's operations or the quitting of employment for cause if the suspension, discontinuance or quitting does not constitute a lock-out or strike.

76.—(1) No person who is acting on behalf of the Council or an employer shall participate in or interfere with the selection, formation or administration of an employee organization or the representation of employees by such an organization, but nothing in this section shall be deemed to deprive the Council or an employer or any person acting on behalf of the Council or an employer of his freedom to express his views so long as he does not use coercion, intimidation, threats, promises or undue influence.

(2) The Council, an employer or any person acting on behalf of an employer shall not.

(a) refuse to employ or to continue to employ or discriminate against a person with regard to employment or any term or condition of employment because the person is exercising any right under this Act or is or is not a member of an employee organization.
(b) impose any condition on an appointment or in a contract of employment that seeks to restrain an employee or a person seeking employment from becoming a member of an employee organization or exercising any right under this Act;

(c) seek by intimidation, by threat of dismissal or by any other kind of threat or by the imposition of a pecuniary or any other penalty or by any other means to compel an employee to become or refrain from becoming or to continue or cease to be a member of an employee organization, or to refrain from exercising any other right under this Act,

but no person shall be deemed to have contravened this subsection by reason of any act or thing done or omitted in relation to a person employed in a managerial or confidential capacity.

(3) No person or employee organization shall seek by intimidation or coercion to compel any person to become or refrain from becoming or to continue to be or to cease to be a member of an employee organization or to refrain from exercising any other rights under this Act or from performing any obligations under this Act.

77. An employee organization shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of any of the employees, whether members of the employee organization or not.

78. — (1) The Ontario Labour Relations Board may appoint an investigator with authority to inquire into a complaint that,

(a) a person has been refused employment, discharged, discriminated against, threatened, coerced, intimidated or otherwise dealt with contrary to this Act as to his employment, opportunity for employment or conditions of employment;

(b) a person has been suspended, expelled or penalized in any way contrary to section 80;

(c) an employee organization, employer or any person or persons has acted in any way contrary to section 77 or 81.

(2) The investigator shall forthwith inquire into the complaint and endeavour to effect a settlement of the matter.
(3) The investigator shall report the results of his inquiry and endeavours to the Ontario Labour Relations Board.

(4) Where an investigator is unable to effect a settlement of the matter or where the Ontario Labour Relations Board in its discretion considers it advisable to dispense with an inquiry by an investigator, the Ontario Labour Relations Board may inquire into the complaint and,

(a) if the Ontario Labour Relations Board is satisfied that the person concerned has been refused employment, discharged, discriminated against, threatened, coerced, intimidated or otherwise dealt with contrary to this Act as to his employment, opportunity for employment or conditions of employment by the Council, employer or by any person or employee organization it shall determine what, if anything, the Council, employer, person or employee organization shall do or refrain from doing with respect thereto, and such determination may include the hiring or reinstatement in employment of the person concerned, with or without compensation or compensation in lieu of hiring or reinstatement for loss of earnings and other employment benefits for which compensation may be assessed against the Council, employer, person or employee organization, jointly or severally, and the Council, employer, person or employee organization shall, notwithstanding the provisions of any agreement, do or abstain from doing anything required of them or any of them by the determination;

(b) if the Ontario Labour Relations Board is satisfied that the person concerned has been suspended, expelled or penalized in any way contrary to section 80 it shall so declare and thereupon the suspension, expulsion or penalty is void; or

(c) if the Ontario Labour Relations Board is satisfied that the employee organization, Council, employer, person or employee concerned has acted contrary to section 77 or 81, it shall determine what, if anything, the employee organization, Council, employer, person or employee shall do or refrain from doing with respect thereto, and such determination may include compensation for loss of earnings and other employment benefits and the employee organization, Council, employer, person or employee shall, notwithstanding the provisions of any agreement, do or abstain from doing anything required of them or it.
(5) Where the matter complained of has been settled, whether through the endeavours of the investigator or otherwise, and the terms of the settlement have been put in writing and signed by the parties or their representatives, the settlement is binding upon the parties, the employee organization, Council, employer, person or employee who have agreed to the settlement and shall be complied with according to its terms and a complaint that the employee organization, Council, employer, person or employee who has agreed to the settlement has not complied with the terms of the settlement shall be deemed to be a complaint under clause a, b or c of subsection 1, as the case may be.

(6) The records of an employee organization relating to membership or any record, that may disclose whether a person is or is not a member of an employee organization or does or does not desire to be represented by an employee organization produced in a proceeding before the Ontario Labour Relations Board is for the exclusive use of the Ontario Labour Relations Board and its officers and shall not, except with the consent of the Ontario Labour Relations Board, be disclosed and no person shall, except with the consent of the Ontario Labour Relations Board be compelled to disclose whether a person is or is not a member of an employee organization or does or does not desire to be represented by an employee organization.

79. No person shall do any act if he knows or ought to know that, as a probable and reasonable consequence of the act, another person or persons will take any action contrary to section 60.

80. No employee organization shall suspend, expel or penalize in any way a member because he has refused to engage in or to continue to engage in any action contrary to section 60.

81. (1) The Council or an employer or any person acting on behalf of the Council or an employer shall not,

(a) refuse to employ or continue to employ a person;

(b) threaten dismissal or otherwise threaten a person;

(c) discriminate against a person in regard to employment or a term or condition of employment; or

(d) intimidate or coerce or impose a pecuniary or other penalty on a person,
because of a belief that he may testify in a proceeding under this Act or because he has made or is about to make a disclosure that may be required of him in a proceeding under this Act or because he has made an application or filed a complaint under this Act or because he has participated or is about to participate in a proceeding under this Act.

(2) No employee organization or person acting on behalf of an employee organization shall,

(a) discriminate against a person in regard to employment or a term or condition of employment; or

(b) intimidate or coerce or impose a pecuniary or other penalty on a person,

because of a belief that he may testify in a proceeding under this Act or because he has made or is about to make a disclosure that may be required of him in a proceeding under this Act or because he has made an application or filed a complaint under this Act or because he has participated or is about to participate in a proceeding under this Act.

82. If, in the course of bargaining for an agreement or during the period of operation of an agreement, a question arises as to whether a person is an employee, including a question as to whether a person employed as a chairman, department head, director, foreman or supervisor is employed in a managerial or confidential capacity pursuant to clause 1 of section 1 and the schedules, the question may be referred to the Ontario Labour Relations Board and its decision thereon is final and binding for all purposes.

83.—(1) The Ontario Labour Relations Board shall exercise such powers and perform such duties as are conferred upon it by this Act and has power,

(a) to enter any premises of an employer where work is being or has been done by the employees or in which an employer carries on business and inspect and view any work, material, machinery, appliance or article therein, and interrogate any person respecting any matter;

(b) to enter upon the premises of an employer and conduct representation votes during working hours and give such directions in connection with the vote as it considers necessary;
(c) to authorize any person to do anything that the Ontario Labour Relations Board may do under clauses (a) and (b) and to report to the Ontario Labour Relations Board thereon;

(d) to determine the form in which and the time as of which evidence of membership in an employee organization or of objection by employees to representation rights of an employee organization or of signification by employees that they no longer wish to be represented by an employee organization shall be presented to the Ontario Labour Relations Board on an application for representation rights or for a declaration terminating representation rights, and to refuse to accept any evidence of membership or objection or signification that is not presented in the form and as of the time so determined; and

(e) to administer oaths and affirmations.

(2) The decision of the majority of the members of the Ontario Labour Relations Board present and constituting a quorum is the decision of the Ontario Labour Relations Board, but, if there is no majority, the decision of the chair- or vice-chairman governs.

(3) The Ontario Labour Relations Board shall determine its own practice and procedure but shall give full opportunity to the parties to any proceedings to present their evidence and to make their submissions, and the Ontario Labour Relations Board may, subject to the approval of the Lieutenant Governor in Council, make rules governing its practice and procedure and the exercise of its powers and prescribing such forms as are considered advisable.

PART X

MISCELLANEOUS

84. Where, under this Act, a party is required to give notice to another party, the party giving the notice shall also within the same time limit, if any, give a copy of the notice to the Commission.

85.—(1) No decision, order, determination, direction, declaration or ruling of the Commission, a fact finder, an arbitrator or board of arbitration, a selector or the Ontario Labour Relations Board shall be questioned or reviewed in any court, and no order shall be made or process entered, or proceedings taken in any court, whether by way of injunction, declaratory judgment, certiorari, mandamus,
prohibition, quo warranto, application for judicial review or otherwise, to question, review, prohibit or restrain the Commission, fact finder, arbitrator or board of arbitration, selector or the Ontario Labour Relations Board or the proceedings of any of them.

(2) No proceedings under this Act are invalid by reason of any defect of form or any technical irregularity and no such proceedings shall be quashed or set aside if no substantial wrong or miscarriage of justice has occurred.

86. Any notice or document required or authorized by this Act to be given shall,

(a) where it is to be given to the Commission, be delivered to the office of the Commission;

(b) where it is to be given to the Council or an employer, be delivered to the office of the Council or the employer, as the case may require;

(c) where it is to be given to an employee organization, be delivered to an officer of the employee organization;

(d) where it is to be given to an arbitrator or selector, be delivered to the arbitrator or selector; and

(e) where it is to be given to a board of arbitration, be delivered to the chairman.

87. —(1) The expenditures incurred by a party in respect of a person appointed or retained by the party for the purpose of making or renewing an agreement shall be borne by the party and all other expenses, including fees for a single arbitrator, a selector or a chairman of a board of arbitration shall be shared equally by the parties and such expenditures and fees shall be paid within sixty days after the agreement or renewal of agreement is executed or is deemed in effect as though it had been executed by the parties.

(2) The fees and expenses, if any, of persons assigned by the Commission to assist parties to make or renew an agreement and of fact finders appointed by the Commission shall be paid by the Commission.

88. —(1) Where the Ontario Labour Relations Board so directs, an employee organization shall file with the Ontario Labour Relations Board, within the time prescribed in the direction, a copy of its constitution and by-laws, and a statement signed by its president or secretary setting out the names and addresses of its officers.
(2) Every employee organization that represents employees shall upon the request of any employee furnish him, without charge, with a copy of the audited financial statement of its affairs to the end of its last fiscal year certified by its treasurer or other officer responsible for the handling and administration of its funds to be a true copy, and, upon the complaint of any employee that the employee organization has failed to furnish such a statement to him, the Ontario Labour Relations Board may direct the employee organization to file with the Registrar, within such time as the Ontario Labour Relations Board may determine, a copy of the audited financial statement of its affairs to the end of its last fiscal year verified by the affidavit of its treasurer or other officer responsible for the handling and administration of its funds and to furnish a copy of such statement to such employees as the Ontario Labour Relations Board in its discretion may direct, and the employee organization shall comply with such direction according to its terms.

(3) Every employee organization that represents employees or applies to represent employees under this Act shall file with the Ontario Labour Relations Board a notice giving the name and address of a person in Ontario who is authorized by the employee organization to accept on its behalf service of process and notices under this Act, and service on the person named in such notice is good and sufficient service for the purposes of this Act on the employee organization that filed the notice.

89. Where an employee organization conducts a vote of employees,

(a) for the purposes of subsection 1 of section 60; or

(b) to give approval to the terms of an agreement,

the vote shall be a vote by secret ballot conducted under the supervision of and in the manner determined by the Commission.

90.—(1) Every person who contravenes any provision of this Act is guilty of an offence and on summary conviction is liable to a fine of not more than $500 for each day upon which the contravention occurs or continues.

(2) Every employer and every employee organization that contravenes any provision of this Act is guilty of an offence and on summary conviction is liable to a fine of not more than $10,000 for each day upon which such contravention occurs or continues.
(3) The contravention of a decision, order, determination, direction, declaration or ruling made under this Act is deemed for the purposes of this section, to be a contravention of this Act.

(4) Where an employer or employee organization is guilty of an offence under this Act, every officer, official or agent thereof who assents to the commission of the offence shall be deemed to be a party to and guilty of the offence and is liable to a fine under subsection 1 as if he had been convicted of an offence under subsection 1.

(5) An information in respect of a contravention of any provision of this Act may be for one or more offences and no information, warrant, conviction or other proceedings in any such prosecution is objectionable or insufficient by reason of the fact that it relates to two or more offences.

(6) No prosecution for an offence under this Act shall be instituted except with the consent of the Ontario Labour Relations Board which may only be granted after affording an opportunity to the person or body seeking the consent and the person or body sought to be prosecuted to be heard.

91. A prosecution for an offence under this Act may be instituted against any body, association or organization in the name of the body, association or organization whether or not the body, association or organization is a body corporate and, for the purposes of any such prosecution, any unincorporated body, association or organization shall be deemed to be a body corporate.

92. Any act or thing done or omitted by an officer, official or agent of the Council, employer or employee organization within the apparent scope of his authority to act on behalf of the Council, employer or employee organization shall be deemed to be an act or thing done or omitted by the Council, employer or employee organization, as the case may be.

93. Notwithstanding any other provision of this Act,

(a) the Minister of Colleges and Universities;

(b) the Deputy Minister of Colleges and Universities;

(c) a person employed in a position confidential to the Minister of Colleges and Universities or the Deputy Minister of Colleges and Universities;
(d) the chairman, a vice-chairman or a member or employee of the Ontario Labour Relations Board;

(e) an arbitrator or member or chairman of a board of arbitration; or

(f) a selector,

is not a compellable witness in any proceeding under this Act or before a court or tribunal.

94. Where the Ontario Public Service Labour Relations Tribunal or an arbitration board established under The Crown Employees Collective Bargaining Act, 1972 or the Public Service Grievance Board proposed to hold or commenced but did not complete a matter or did not make a decision or declaration thereon, immediately before this Act comes into force, the matter shall be continued and the Tribunal, the arbitration board or the Public Service Grievance Board, as the case may be, shall continue and complete the matter and make a decision or declaration thereon that shall be effective for all purposes.

95.—(1) The Arbitrations Act does not apply to proceedings under this Act.

(2) The Statutory Powers Procedure Act, 1971 applies to proceedings of the Ontario Labour Relations Board but does not apply to other proceedings under this Act.

96. This Act comes into force on the day it receives Royal Assent.

97. This Act may be cited as The Colleges Collective Bargaining Act, 1975.
SCHEDULE 1

The academic staff bargaining unit includes the employees of all boards of governors of colleges of applied arts and technology who are employed as teachers, counsellors or librarians but does not include:

(i) chairmen,

(ii) department heads,

(iii) directors,

(iv) persons above the rank of chairman, department head or director,

(v) other persons employed in a managerial or confidential capacity,

(vi) teachers who teach for six hours or less per week,

(vii) counsellors and librarians employed on a part-time basis,

(viii) teachers, counsellors or librarians who are appointed for one or more sessions and who are employed for not more than twelve months in any twenty-four month period,

(ix) 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, or

(x) a person engaged and employed outside Ontario.

SCHEDULE 2

The support staff bargaining unit includes the employees of all boards of governors of colleges of applied arts and technology employed in positions or classifications in the office, clerical, technical, health care, maintenance, building service, shipping, transportation, cafeteria and nursery staff but does not include:

(i) foremen,

(ii) supervisors,

(iii) persons above the rank of foreman or supervisor,

(iv) persons employed in a confidential capacity in matters related to employee relations or the formulation of a budget of a college of applied arts and technology or of a constituent campus of a college of applied arts and technology including persons employed in clerical, stenographic or secretarial positions,

(v) other persons employed in a managerial or confidential capacity,

(vi) persons regularly employed for not more than twenty-four hours a week,

(vii) students employed in a co-operative educational training program undertaken with a school, college or university,
(viii) a graduate of a college of applied arts and technology during the period of twelve months immediately following completion of a course of study or instruction at the college by the graduate if the employment of the graduate is associated with a certification, registration or other licensing requirement,

(ix) a person engaged for a project of a non-recurring kind,

(x) 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, or

(xi) a person engaged and employed outside Ontario.