

MEMORANDUM OF AGREEMENT

BETWEEN:

OPSEU/SEFPO

- AND -

COLLEGE EMPLOYER COUNCIL

WHEREAS the Union and the Employer (together the “Parties”) participated in more than 30 days of bargaining and conciliation regarding the renewal of the CAAT-A Collective Agreement;

AND WHEREAS the Parties attended voluntary, non-binding mediation with Mediator William Kaplan on December 6th, December 7th, December 8th, 2024, January 6th and January 7th, 2025 in an effort to settle the terms of the renewal Collective Agreement;

AND WHEREAS Mediator Kaplan consulted extensively with the Parties and determined that there is no likely prospect that the Parties would successfully reach agreement on the terms of a renewal Collective Agreement;

AND WHEREAS on January 3rd, 2025, the Union provided the Employer with five days’ written notice of impending labour action;

AND WHEREAS the Parties agree to enter into binding mediation/arbitration before Arbitrator William Kaplan.

NOW THEREFORE in consideration of the foregoing, the Parties agree as follows:

1. The parties agree to resolve the renewal collective agreement through a process of mediation/arbitration.
2. The parties agree to appoint Arbitrator Kaplan as mediator/arbitrator.
3. The mediator/arbitrator will meet the parties forthwith to schedule exchange of briefs, reply briefs, if the parties agree are necessary, and the mediation/arbitration dates. Arbitrator Kaplan shall arrange at least three mediation/arbitration dates mutually convenient to the parties, which can include weekends such that mediation/arbitration shall conclude on or before June 30, 2025.

4. Arbitrator Kaplan shall have jurisdiction to order production of documents and the conditions under which any such documents shall be produced, if necessary, and to determine any other procedural issues that may arise.
5. The Union hereby withdraws its notice of impending labour action and will not refile.
6. The Union hereby withdraws its unfair labour practice application (OLRB File No.: 2297-24-R) with the Ontario Labour Relations Board (OLRB) and shall immediately advise the OLRB accordingly.
7. The CEC agrees to withdraw its proposals regarding the following articles:
 - (a) 8.03 A, 8.03 B, 11.01 B 1, 11.01 D 1, 11.01 D 2, 11.01 D 3 (modified insofar as it relates to article 11.01 D 1), 11.01 H 2, 11.01 I, 11.01 K 1, 11.01 K 3, 11.01 L 1, 11.03, 11.04 B 2, 15.01 A, and 26.02 C.
8. The parties hereby confirm that any proposals withdrawn prior to Mediation starting December 6, 2024, remain withdrawn and are not subject to mediation/arbitration.
9. It is agreed and understood that the Union may advance an enhanced severance proposal and its voluntary exit package proposal, which were tabled for the first time in mediation, and if awarded, they will be set out in an LOU that runs for the term of the collective agreement.
10. The parties hereby confirm that any and all proposals on benefits are exhausted pursuant to this Memorandum of Agreement and shall not be raised in mediation/arbitration.
11. The parties agree that the attached Appendix A of agreed to items forms part of and shall be incorporated into the renewal Collective Agreement between the Parties.
12. The parties agree to modify article 19.04 of the Collective Agreement as follows:

19.04

The College shall pay 75% of the premiums for a Vision Care Plan providing coverage for full-time employees to a maximum of ~~\$400~~ **\$550** each two years, per person 18 years of age and over, and ~~\$400~~ **\$550** each one year per person under 18 years of age, for glasses, frames, contact lenses, and refractive surgery, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deduction.

13. The parties agree to modify article 19.05 of the Collective Agreement as follows:

19.05

The College shall pay 75% of the premiums for full-time employees for a Hearing Care Plan providing coverage to a maximum of ~~\$3,000~~ **\$3,500** each three years, per person, subject to eligibility requirements and enrolment requirements. The balance of the premiums shall be paid by payroll deductions.

14. The parties agree to modify article 26.06 A and article 26.06 B of the Collective Agreement as follows:

26.06 A Extended Health, Vision and Hearing Care

The College shall provide for access to the Dental, Vision Care, Hearing Care, Critical Illness/Catastrophic Event Insurance and Life Insurance Plans found in Article 19, Other Insurance Plans, for partial-load employees ~~provided the premium is paid by the employee.~~

Details regarding participation, eligibility, waiting period, benefit level and premium sharing are as follows:

	Extended Health	Vision Care	Hearing Care	Critical Illness/ Catastrophic Event
Participation	Required with opt out option	Voluntary if Extended Health elected	Voluntary if Extended Health elected	Voluntary
Eligibility	All partial-load employees under contract	All partial-load employees under contract	All partial-load employees under contract	As per full-time employees
Waiting Period	First of month following the completion of one calendar month	First of month following the completion of one calendar month	First of month following the completion of one calendar month	As per full-time employees
Benefit Level	As per full-time employees	As per full-time employees	As per full-time employees	As per full-time employees
Premium Sharing	100% employer paid	100% <u>75%</u> employee paid, <u>25% College paid</u>	100% <u>75%</u> employee paid, <u>25% College paid</u>	100% employee paid

26.06 B Dental Care

	Dental Plan
Participation	Voluntary
Eligibility	All partial-load employees under contract
Waiting Period	First of month following the completion of six calendar months
Benefit Level	As per full-time employees
Premium Sharing	100% <u>75%</u> Employee paid, <u>25%</u> College paid

15. The modifications to articles 19.04 and 19.05 of the Collective Agreement are effective 60 days after the date of execution of this Memorandum. The modifications to articles 26.06 A and 26.06 B of the Collective Agreement are effective May 1, 2025, to permit an open enrolment period.
16. The parties will respectively communicate that they have agreed to proceed to mediation/arbitration.
17. Arbitrator Kaplan is seized with the implementation of this Memorandum of Agreement and of any matters related to the implementation of the arbitration decision. The decision will be released as expeditiously as possible and implemented as soon as practicable or as directed by the arbitrator based on the submissions of the parties. The decision may be filed in court and enforced in accordance with the *Colleges Collective Bargaining Act*.

Dated at Toronto this 7th day of January 2025.

For the CEC













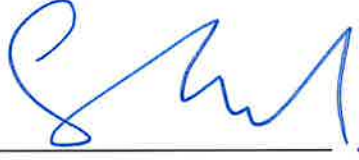
P.M. Aspinall





Bonnie George



For the Union

Chad Carter
E. Delaney
D. Pontecost
Heather Petric

Signed by:
Ravi Ramkissoonsingh
926AA3DFBEB47F...

APPENDIX A

AGREED UPON ITEMS

11.02 D 4

Any decision made by a majority of the WMG with respect to an individual workload assignment shall be in writing and shall be communicated by the College to the teacher, the supervisor, the senior academic officer at the College and the Union Local President ~~as soon as possible~~ **within 7 working days** after the decision is arrived at.

11.02 E 1

If following a review by the WMG of an individual workload assignment which has been forwarded to the WMG, the matter is not resolved, the teacher shall be so advised in writing **within 7 working days of the matter being heard by WMG**. The matter may then be referred by the teacher to a WRA provided under the agreement. Failing notification by the WMG within three weeks of the referral of the workload assignment to the WMG, the teacher may refer the matter to the WRA.

NEW 26.11 – Numbering to be confirmed

The partial-load employee may be reimbursed for costs associated with professional development, as approved by their supervisor or other body established by the College to deal with allocating resources made available for this purpose.

27.02 E

A probationary employee may be released upon at least 30 calendar days' written notice or pay in lieu thereof. If requested by the employee, the reason for such release ~~will~~ **shall** be given in writing.

27.11 A

Notice ~~shall will~~ be posted in the College of all vacancies of full-time positions in the bargaining unit. Such notice will be posted for at least five working days. At the same time, notice of these vacancies will be sent to the Union Local President and shall be forwarded to the electronic Central Registry, maintained by the CEC, where the notice shall remain posted for at least five working days. [website: <http://ontariocollegeemployment.ca>].

NEW LOU

Ontario Public Service
Employees Union
100 Lesmill Road
Toronto, Ontario
M3B 3P8

College Employer Council
130 Queens Quay East, Suite 606
Toronto, Ontario
M5A OP6

[Date TBD]

Re: Accessibility for Ontarians with Disabilities Act

The parties agree that the tables set out in the collective agreement must comply with the Accessibility for Ontarians with Disabilities Act ("AODA").

The parties agree that within 60 days of the completion of the agreement the CEC will engage an expert in AODA remediation to make the adjustments that are necessary to make the tables compliant.

JP Hornick
President
Ontario Public Service
Employees Union

G. Lloyd
Chief Executive Officer
The CEC

CLASSIFICATION PLAN FOR PROFESSORS AND COUNSELLORS AND LIBRARIANS

CEC notes the following housekeeping correction that needs to be made.

1 B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.

- CAAT Diploma or Post-Secondary Certificate -
per year (level) completed: 1½ points
(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points
(Maximum of ~~6~~ 7 years)
- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journeyperson -
per year (level) completed: 1½ points
(Maximum of 5 years)

The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.

(Note that years included herein are not also to be included under Factor A)

Remainder of section 1. remains unchanged

**SECTION II
CLASSIFICATION PLAN FOR INSTRUCTORS**

CEC notes the following housekeeping correction that needs to be made.

1.B) Relevant Formal Qualifications

Formal qualifications are those which constitute the norm in institutions of post-secondary education in the Province of Ontario. Only full years of post-secondary education at successively higher levels, and leading to a diploma, professional accreditation or degree, are recognized. For example, a graduate of a three-year technology program in a College would be given 1½ points for each of the three years, regardless of the length of time actually spent by the individual in obtaining the diploma.

No credit is to be given for a year of study in which there was significant duplication of other studies. Therefore, only the highest qualification will be used in computation unless the subject areas are from different disciplines and all relevant to the appointment.

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(Maximum of 4 years)
- University Degree - per year (level) completed: 1½ points
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- Formal integrated work/study program such as
P.Eng., CA, CGA, CMA (formerly RIA),
Certified Journeyperson -
per year (level) completed: 1½ points
(Maximum of 5 years)

The maximum credit for formal qualifications shall be six (6) years. For employees hired after October 1, 2017, the maximum credit for formal qualifications will be seven (7) years.

(Note that years included herein are not also to be included under Factor A)

Remainder of section 1. remains unchanged

Housekeeping Items:

1. Make tables AODA compliant

2. Remove Clarity Note from 26.09:

~~*Clarity note: The change from the 2017 to 2021 version of this article to the above version shall become effective January 3, 2022.~~

3. Remove spent sentence from Article 26.10 D:

~~For the Fall, Winter, Spring and Summer terms of the 2021-2022 academic year and the Fall 2022 semester, partial-load employees must register no later than October 30, 2021.~~

4. Add dash to partial load in article 26.10 G:

It is understood that a partial-load employee's priority in hiring provided for in article 26.10 E shall cease to apply where the **partial-load** employee is terminated from employment for cause, which termination is not reversed pursuant to the grievance and arbitration procedure in article 32.

5. Change spelling error of assignend to **assigned** in Column 2 of Appendix I

6. Appendix V change the following:

- a. Point 3: two Point 3s, change second to 4
- b. Point 7: correct spelling error of feasibility