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November 25, 2021

Email: jphornick@gmail.com
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Warren "Smokey" Thomas, President,
JP Hornick, Chair, CAAT-A Bargaining
Ontario Public Service Employees Union
100 Lesmill Rd.
Toronto, ON M3B 3P8

Re: Offer of Arbitration November 25. 2021

Dear Smokey and JP:

This follows our letter of November 23rd. We remain strongly of the view that the best solution to bargaining is a negotiated settlement where both sides reach consensus on an agreement that both can live with. On November 23rd, we provided you with a revised settlement proposal and have not yet received an acknowledgement. Given the lack of response to our latest offer from the CAAT-A team--and given the assertion that CAAT-A has already moved as far as it can on its key demands--we conclude that the attached arbitration proposal is the only path forward at this point.

We propose to send the CAAT-A team's November 18th offer and the CEC's November 23rd offer to Voluntary Binding Final Offer Selection Interest Arbitration with William Kaplan. This offer of arbitration will permit the CAAT-A team to fully argue with respect to each and every one of its demands before Arbitrator Kaplan. Arbitrator Kaplan would conduct a facilitation to determine whether a consensual agreement can be reached and, if not, he would then select either the CAAT-A November 18th offer or the CEC November 23rd offer, in its entirety, as the basis of our new collective agreement. Our offer of Voluntary Binding Final Offer Selection Interest Arbitration is attached. This offer shall remain open for the CAAT-A team's acceptance until noon on the day after the provincial strike vote result is released to the CEC and OPSEU, or such earlier date as we may advise in writing, at which time the arbitration offer is withdrawn and not open for acceptance.

We have heard the CAAT-A team repeatedly say publicly that its demands are entirely reasonable, moderate, and necessary. Assuming those assertions accurately reflect the CAAT-A team's confidence in your demands, we trust that you will be prepared to place them entirely before Arbitrator Kaplan. In the interest of the entire provincial college community, we ask that

you accept this offer and thus ensure labour stability for the system.

Sincerely,

A handwritten signature in black ink, appearing to be 'GL' or similar initials, written in a cursive style.

Graham Lloyd, on behalf of the CEC Bargaining Team

CEO of CEC

c. CEC Bargaining Team

MEMORANDUM OF SETTLEMENT
(Renewal Agreement)

B E T W E E N:

COLLEGE EMPLOYER COUNCIL

(Hereinafter referred to as “the CEC”)

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as “the Union”)

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The CEC and the Union agree to remit their last offered settlement proposals to Arbitrator William Kaplan for voluntary binding final offer selection arbitration which shall establish all of the terms of the renewal collective agreement according to the following procedure:
 - a. The CEC’s last offer of settlement dated November 23, 2021, is attached hereto as Schedule A and shall be placed before Arbitrator Kaplan without any modification;
 - b. The Union’s last offer of settlement dated November 18, 2021, is attached hereto as Schedule B and shall be placed before Arbitrator Kaplan without any modification;
 - c. Arbitrator Kaplan shall convene a hearing to receive the submissions of the CEC and the Union as soon as possible on a mutually convenient date;
 - d. Arbitrator Kaplan may engage in a facilitation to determine whether a collective agreement can be concluded on agreement.
 - e. If a collective agreement cannot be concluded on agreement, in considering the submissions of the CEC and the Union and in rendering his decision, Arbitrator Kaplan shall be guided by the principle of replication of the results of free and

unfettered collective bargaining, the other customary considerations of interest arbitrators in Ontario, and shall further be constrained by the laws of Ontario as they are currently in effect;

- f. Arbitrator Kaplan shall select, in its entirety and without any modification, either Schedule A or Schedule B as the basis for the renewal collective agreement;
- g. Arbitrator Kaplan shall not give retroactive effect to any part of the renewal collective agreement except as specifically provided for in the selected Schedule, A or B, as the case may be;
- h. The CEC and the Union shall pay in equal shares the fees and expenses of Arbitrator Kaplan;
- i. The CEC and the Union shall execute a collective agreement based upon the Schedule selected by Arbitrator Kaplan as soon as possible after the release of Arbitrator Kaplan's award, and in any event no later than fifteen (15) calendar days thereafter.

4. The CEC and the Union agree that from the date of execution of these Minutes until the day that Arbitrator Kaplan releases his final decision to the Parties, the terms of the collective agreement which expired on September 30, 2021, shall be continued pursuant to subsection 8 (2) of the *Colleges Collective Bargaining Act, 2008*.

Signed and dated this ____ day of November, 2021:

For the Union

For the CEC

JP Hornick

Laurie Rancourt

Jonathan Singer

Stephanie Ball

Michelle Arbour

Ian Wigglesworth

Ravi Ramkissoonsingh

Jeannine Verdenik

Kathleen Flynn

Les Casson

Shawn Pentecost

Goranka Vukelich

Steve Neild

Graham Lloyd

Heather Petrie

Peter McKeracher

Joscelyn Ross

Trish Appleyard

Abby Radovski