

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