

MEMORANDUM OF SETTLEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD
(the "School Board")

- and -

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, D. 18
(the "Union")

WHEREAS the Union filed a grievance dated September 13, 2013;
THE PARTIES agree, as full and final settlement, as follows:

1. The Union hereby withdraws the grievance.
2. Pursuant to section 58(5) of the Labour Relations Act, the parties by mutual consent hereby revise:
 - (a) Article 28.03 of the Collective Agreement by substituting the following for the current provision:

"Effective the School Year commencing in September, 2016, the Union will reimburse the Board for costs incurred under clauses 28.01 and 28.02 as follows; The Board shall pay the entire cost of the President's base salary and the Bargaining Unit shall reimburse the Board an amount equal to sixty-seven percent (67%) of the Minimum of Category II (as per the OSSTF TBU Collective Agreement salary grid)"

Example of reimbursement calculation:

September 1, 2016 Minimum Category II grid salary is \$48,749.00. 67% of this rate equates to \$32,661.83 owed reimbursement from the Bargaining Unit to the Board. The remainder (\$62,928.17) of the Bargaining Unit President's current 2016 salary shall be payable by the Board. This example reflects salaries as at September 1, 2016 and shall be adjusted each year, relative to the applicable grid(s).

3. Effective the School Year commencing in September, 2016, the Board shall pay a professional resource allowance to the Federation in the amount of \$12,000.00 per year, by December 15, 2016 for the 2016 – 2017 school year, and by October 15 each school year thereafter.
4. a) The Parties Agree that where the School Board fills a daily occasional assignment utilizing a qualified Teacher who is not on the Occasional Teacher Roster on the day of the assignment, and who is not an External Hire to a part-time Long-Term position on the day of the assignment, that the School Board shall partially remedy this breach of Article 10.02 of the Collective Agreement with a payment to the Bargaining Unit of a penalty amount equal to the payment(s) made to that Teacher(s) for that daily assignment(s), to a maximum of \$15,000 per school year. The Parties further agree that the entire terms of this Memorandum of Settlement reflect any and all remedy(s) available.
For clarification, the word *person* in Article 10.02 refers to someone who does not meet the definition of Occasional Teacher in Article 10.01.

Article 10.01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers in order to be placed on the Occasional Teachers' [Roster].

Article 10.02 Only Teachers on the Occasional Teachers' [Roster] shall receive calls for Short-Term Occasional Teaching Assignments except where the Board is required to appoint a person in the event of an emergency.

Note: Article numbers/content are as per the 2008-12 Local Collective Agreement

- b) Should the remedy payment exceed \$15,000.00 for that school year, the penalty shall be calculated in full, and then capped at a maximum of \$15,000.00 for that school year.
- c) The above payment, if owing, shall be paid to the Bargaining Unit no later than August 31st of each year, and shall be accompanied by the calculations referenced in (4)(b) above.
- d) The parties further agree that the only financial penalty applicable for the use of a Teacher(s) who is not on the Occasional Teacher Roster on the day of the assignment, and who is not an External Hire to a part-time Long-Term position on the day of the assignment, shall be the financial penalty specified in (4)(a)(b)(c) above.
- e) The parties agree that paragraph two (2) of the *Letter of Agreement*, appended hereto, dated August 24, 2016, shall expire as of September 1, 2017 and shall be replaced effective September 1, 2017 by the provisions of (4) above. It is further agreed, however, that the first paragraph of the *Letter of Agreement* dated August 24, 2016 shall remain in effect as written, and as it appears below:

Letter of Agreement

August 24, 2016

The parties agree to meet within thirty (30) calendar days following ratification to discuss the provision of data relevant to the Secondary Occasional Teacher Bargaining Unit.

Discussions will include:

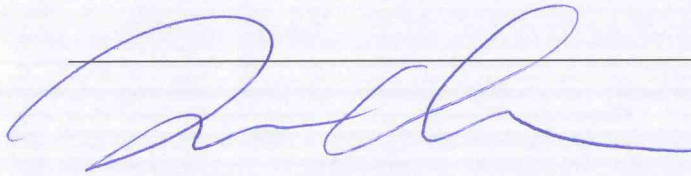
- prioritizing of specific requests for data,
- format of the data
- timeframes for the provision of this data.

The parties agree to meet regularly to review and address concerns related to the data provided.

- 5. The School Board commits the resources (approximately .5 FTE) of a member of the Human Resources department for the purpose of review/analysis of the efficiency and effectiveness of the utilization of the Board's system, as related to the filling of short-term occasional assignments, inclusive of monthly meetings with the Bargaining Unit (President).
- 6. The School Board will continue its practice of providing to the Union a monthly list of the name(s), address(s), and telephone number(s) of the all qualified Teacher(s) who filled a daily occasional assignment and were (1) not on the Occasional Teacher Roster on the day of the assignment, and were (b) not an External Hire to a part-time Long-Term position on the day of the assignment.
- 7. The parties agree that the School Board will issue a memo to all Secondary Principals and Vice Principals two times each year, copied to the Bargaining Unit President, on or about September 1st and February 1st, regarding the requirements and best practices for ensuring that Teachers on the Occasional Teacher Roster fill daily occasional assignments.
- 8. The Memoranda of Settlement between the parties dated February 27, 2002, May 28, 2010 and November 9, 2010 are null and void.
- 9. It is understood and agreed by the Parties that any and all remedy(s) related to the use of a Teacher not on the Occasional Teacher Roster, for the filling of a daily occasional assignment, shall be limited exclusively to the terms as detailed in this Memorandum of Settlement.

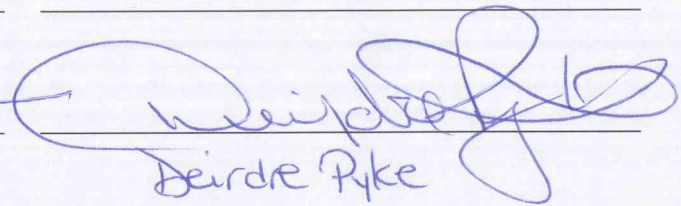
10. This settlement is without prejudice or precedent (exclusive of #2(a)) and shall not be raised in any future proceedings whatsoever, save and except to enforce the terms herein.
11. Arbitrator Raymond shall remain seized with respect to any disputes in relation to the application, interpretation, or alleged violation of this agreement.
12. This settlement is confidential and shall not be disclosed to members of the general public, including to employees or former employees, save and except as is reasonably necessary to implement this agreement or as required by law.

DATED this 7th day of December, 2016 at Guelph, Ontario.



Mary Gardner

For the Union



Deirdre Pyke

For the Board