

MEMORANDUM OF SETTLEMENT

of all outstanding matters forming the agreement on central terms pursuant to the
School Boards Collective Bargaining Act, 2014

BETWEEN:

**ONTARIO COUNCIL OF EDUCATIONAL WORKERS
(hereinafter 'OCEW')**

AND

**THE COUNCIL OF TRUSTEES' ASSOCIATIONS
(hereinafter the 'CTA')**

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that this Memorandum and attached Appendices I, II, III, and IV form the basis of a full and final settlement of the current round of Central negotiations. The parties and the representatives of the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendices to their respective principals, and will make good faith efforts towards the goal of ratification.
2. The attached Appendix I forms part of and shall be incorporated into the collective agreements between OCEW and the respective school boards. The attached Appendices I, II, III, and IV form part of this Memorandum of Settlement of Central Terms.
3. Ratification of this Memorandum of Settlement of Central Terms by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OCEW and by the CTA, and by agreement of the Crown, whichever is later. The parties will endeavor to complete the central ratification and agreement processes by January 25, 2023.
4. The terms of this Memorandum of Settlement and Appendix I shall be effective on the date of the ratification of the local terms, unless otherwise noted, as per Section 39 (6, 7) of the *School Boards Collective Bargaining Act, 2014*.
5. Any compensation items that are retroactive shall be paid no later than thirty (30) days following ratification of the respective local terms.

6. The collective agreement shall consist of two parts. Part "A" consists of provisions respecting Central Issues. Part "B" consists of provisions with respect to Local Issues and certain Central Issues.
7. The terms herein, and in the accompanying Appendix I shall form the entirety of the central terms of the collective agreement and any directions to local parties with respect to centrally bargained issues.
8. The Appendix I includes agreements reached at the central table that direct local parties with respect to the incorporation of local language on central issues. Such incorporation shall occur without modification as part of the process of finalizing the structure and content of each collective agreement.
9. Effective upon the signing of this Memorandum of Settlement, OCEW agrees to not take any job action in respect of matters bargained at the central table, and the CTA agrees to not provide notice of lockout or change terms and conditions of employment, pending the outcome of the central ratification process.
10. There shall be no reprisals for any OCEW member who participated in job action on November 4 through November 7, 2022 (the "Job Action").
11. OCEW, the CTA and the Crown agree that they have each acted in good faith in negotiating this Memorandum of Settlement and that no party will bring (or have brought on its behalf) any claims or proceedings whatsoever, including, without limitation, any claims under the *Canadian Charter of Rights and Freedoms*, the *Human Rights Code*, the *Education Act*, the *SBCBA* or the *Labour Relations Act, 1995*, against any other party, the Crown, or any school board (or related or affiliated persons or entities) arising from or relating to this round of collective bargaining (including, without limitation, any negotiations or communications with respect to this Memorandum of Settlement and Appendix I, any act or omission, including any negotiations or communications in relation to the *Keeping Students in Class Act, 2022*, and the Job Action, and to the extent that any such claims or proceedings have been commenced they shall be withdrawn.
12. The employer agrees that any actual or intended disciplinary action(s) arising from or relating to the Job Action shall be withdrawn, rescinded and/or dismissed, and any record of such disciplinary action(s) shall be removed from all OCEW employee personnel files. Any grievances or claims made by OCEW relating to discipline relating to the Job Action shall be deemed settled.

13. **COMPENSATION**

a) Hourly Employees

The wage increase for all job classifications within the collective agreement will be as follows:

2022-2023	\$1 per hour
2023-2024	\$1 per hour
2024-2025	\$1 per hour
2025-2026	\$1 per hour

b) Salaried Employees

Where a position's salary is not expressed as an hourly rate, it shall be the equivalent of \$1.00 per hour based on the work hours and workdays per year as per the collective agreement.

Ex. $\$1 \times 7 \times 194 = \$1,358$

$\$1 \times 7 \times 260 = \$1,820$

$\$1 \times 8 \times 260 = \$2,080$

In the absence of language in the collective agreement, or established practice, defining the workday and/ or the work year, the salary rate shall be increased by \$1633.

If an employee works less than the number of hours and workdays per year, the yearly increase will be multiplied by the full-time equivalency.

Ex. $\$1 \times 7 \times 260 \times 0.5 = \$ 910$

- c) The parties and the Crown agree that any disputes concerning the application of increases in accordance with paragraph b shall be subject to the dispute resolution procedures in the collective agreement.
- d) The parties and the Crown agree that this paragraph shall only apply where another education worker table agrees to an increase in salary based on a flat hourly amount. If the flat monetary increases in aggregate for compensation as noted above are less than the aggregate flat monetary increases for compensation agreed to at other education worker table (s) for the years 2022-2023, 2023-2024, 2024-2025 and 2025-2026, the aggregate flat monetary increases for 2022-2023, 2023-2024, 2024-2025 and 2025-2026 agreed to at the other education worker table (s) will be allocated to OCEW education worker members.

14. It is understood and agreed that this increase is without prejudice to the rights of OCEW member unions to maintain their existing court challenge(s) to the provisions of Bill 124 and to seek any appropriate remedy in the course of the same in respect to the 2019-2022 collective agreement in the event such challenge is successful

15. SUPPORTS FOR STUDENTS FUND

The Crown will, through regulation conditional upon the approval by the Lieutenant-Governor-in-Council, make a system investment in each year of the collective agreement.

The attached chart as Appendix II describes the amount of the investment and the allocation of this funding to school boards.

Funds must be spent on OCEW positions. Positions created with the SSF are included in the protected complement.

16. COMMUNITY USE OF SCHOOLS

Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the Crown will maintain the investment in community use of schools funding, in the Grants for Student Needs (as shown in the table in Appendix III), for the duration of this collective agreement.

It is intended that this funding be used to staff schools with OCEW custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide OCEW custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide OCEW custodial staffing to the extent of the available funds.

17. INTEGRATION OF CONSORTIUM CENTRE JULES-LÉGER

The parties and the Crown agree that the terms attached as Appendix IV resolves all central matters relating to the integration of the employees employed at the Consortium Centre Jules-Léger ("CCJL") into the OCEW bargaining unit.

Dated this 10th day of December, 2022 at
Toronto

FOR THE COUNCIL OF TRUSTEES ASSOCIATION (CTA)

<u>Am. Mythen</u>	<u>W. Day</u>
<u>Shepherd</u>	<u>U. [Signature]</u>

FOR THE CROWN

<u>[Signature]</u>	<u>H. Diggle</u>
<u>_____</u>	<u>_____</u>

FOR THE ONTARIO COUNCIL OF EDUCATION WORKERS

<u>Mike Morgan</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>_____</u>
<u>McLaney</u>	<u>_____</u>
<u>K. Mantia</u>	<u>_____</u>
<u>[Signature]</u>	<u>_____</u>

18. Where a school board has, prior to the date of this Memorandum of Settlement, approved Scheduled Unpaid Leave Days (SULP) for the 2022-2023 school year, those leaves will be honoured.
19. This Memorandum of Settlement may be executed in counterparts and may be signed and returned via facsimile, email or other non-alterable electronic delivery. Signatures of the Parties and the representatives of the Crown transmitted by facsimile, email or other non-alterable electronic delivery shall be deemed to be their original signatures for any purpose whatsoever.

[SIGNATURES ON FOLLOWING PAGE]
