

## **MEMORANDUM OF SETTLEMENT**

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

**BETWEEN:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter 'CUPE')

**AND**

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

**AND AGREED TO BY:**

**THE CROWN**

1. The parties and the Crown agree that this Memorandum and attached Appendix I 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/ approval.
2. The attached Appendix I forms part of and shall be incorporated into the collective agreements between CUPE and the respective school boards.
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 CUPE and by the CTA/CAE, and by agreement of the Crown, whichever is later. The parties will endeavor to complete the central ratification and agreement processes by December 19, 2022.
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* (the "SBCBA").
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.
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, CUPE agrees to not take any job action in respect of matters bargained at the central table, and the CTA/CAE 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 CUPE member who participated in job action on November 4 through November 7, 2022 (the “Job Action”), and no such CUPE member shall suffer a loss of pay, benefits, seniority or continuous service as a result of participation in the Job Action.
11. CUPE, the CTA/CAE 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 CUPE employee personnel files. Any grievances or claims made by CUPE relating to unpaid wages or 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 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, 2024-2024, 2024 - 2025 and 2025-2026, the aggregate flat monetary increases for 2022-2023, 2024-2024, 2024 - 2025 and 2025-

2026 agreed to at the other education worker table (s) will be allocated to CUPE education worker members.

- d) 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.

#### **14. 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 CUPE custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide CUPE custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide CUPE custodial staffing to the extent of the available funds.

#### **15. SUPPORT FOR STUDENTS FUND ('SSF')**

- a) Special Education Staff Amount

In recognition of the role that education assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in each year of the collective agreement, to be utilized for special education needs.

The school board's share of the special education staffing amount shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit for the following staffing categories: educational assistants, child and youth workers and professional student services personnel compared to the board's total FTE of educational assistants, child and youth workers and professional student services personnel.

The table in Appendix IV provides the funding amounts as a result of this system investment.

b) Other Staffing Amount

In recognition of the role that office, clerical and technical, and custodial and maintenance employees play in promoting safe, healthy and caring schools, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in each year of the collective agreement.

The school board's share shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit for the following staffing categories: office, clerical and technical, custodial and maintenance education workers compared to the board's total FTE of office, clerical and technical, custodial and maintenance education workers.

The table in Appendix IV provides the funding amounts as a result of this system investment.

c) Complement

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

**16. APPRENTICESHIP PROGRAM**

The Crown shall create a one-time Priorities and Partnerships Fund (PPF) for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$4.5 million for the duration of the agreement. Any unspent funds at the conclusion of the agreement will be returned to the Crown. Funds from this PPF shall be allocated to school boards during the 2023-2024 school year, on the basis of joint applications received from school boards and CUPE locals for skilled trades apprenticeships.

The purpose of the PPF is to provide on-the-job skilled trades training for CUPE employees as apprentices.

Representatives of the central parties and the Crown will review, update, and revise the existing distribution model and application process.

It is understood that the purpose of the apprenticeship program is not to reduce current complement/positions.

Dated this 20 day of November, 2022 at Toronto

**FOR THE COUNCIL OF TRUSTEES' ASSOCIATION (CTA/ CAE)**

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**FOR THE CROWN**

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**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

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