

MINUTES OF SETTLEMENT

Between

THE GRAND ERIE DISTRICT SCHOOL BOARD
("the Board")

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
Occasional Teachers' Bargaining Unit
("the Federation")

Whereas the Federation filed a Grievance dated May 30, 2016, related to the duties/supervision requirement of secondary occasional teachers;

And whereas the Parties attended arbitration with Arbitrator Russell Goodfellow on December 5, 2017;

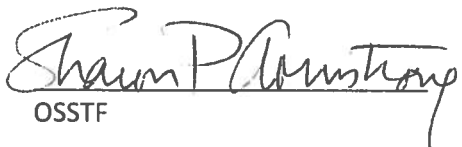
And whereas future arbitration dates of December 17, 2018 and January 10, 2019 were scheduled;

And whereas the Parties agree to resolve the above noted grievance with the following:

1. Effective with the execution of these Minutes of Settlement, the Parties agree that the responsibilities of an Occasional Teacher are to fulfill the teaching and supervision duties of the secondary teacher(s) they are replacing, as long as the supervision duties have been reported on the automated dispatch system (ADS), subject to the following:
 - (a) An Occasional Teacher shall not be assigned supervisory duties prior to the commencement of class on the first morning of an assignment;
 - (b) An Occasional Teacher shall not be assigned supervision duties if they are replacing a teacher for only one section.
 - (c) An Occasional Teacher who is assigned to replace more than one teacher in a day shall not be assigned more than one supervision duty that day.
 - (d) An Occasional Teacher who accepts an assignment in the morning that has a supervision immediately after, shall not subsequently accept an assignment for the afternoon unless they are able to complete the morning assignment/supervision and travel to, and arrive at, the afternoon assignment at least five minutes before the start time of that afternoon assignment.
 - (e) Similarly, an Occasional Teacher who accepts an assignment in the afternoon, shall not subsequently accept an assignment for the morning that has a supervision immediately after, unless they are able to complete the morning assignment/supervision and travel to, and arrive at, the afternoon assignment at least five minutes before the start time of that afternoon assignment.
 - (f) An Occasional Teacher who accepts an assignment in the afternoon that has a supervision immediately before the assignment begins, will not subsequently accept an assignment for the morning, unless they are able to complete the morning assignment and travel to, and arrive at, the afternoon supervision and assignment at least five minutes before the start time of that supervision.

2. The Parties agree that the supervision duties referred to in these Minutes of Settlement refer to duties during non instructional time and will result in no additional pay to the Occasional Teacher.
3. Upon execution of these Minutes of Settlement, the grievance shall be deemed to be withdrawn. The parties will advise the arbitrator of this settlement and request that the dates of December 17, 2018 and January 10, 2019 be cancelled.
4. The Parties agree that this settlement is not an admission of liability by either party, and in fact such liability is denied.
5. The Parties agree to notify their respective stakeholders (Principals and Vice-Principals for the Board and Occasional Teachers for the Union) of the settlement terms by using the contents of paragraph 2 above by January 15, 2019.
6. The Parties agree that these terms are the complete settlement between the parties.
7. Any difference arising between the parties with respect to the interpretation, application or administration of these Minutes of Settlement may be referred by either party to Arbitrator Goodfellow for binding and final arbitration.
8. The parties agree to signatures both in counterpart and by facsimile and email.

Dated at Simcoe, Ont., this 12 day of December, 2018


OSSTF



Dated at _____, this ____ day of December, 2018.

The Board