IN THE MATTER OF AN ARBITRATION

B e t w e e n:

HALTON CATHOLIC DISTRICT SCHOOL BOARD

(the “Board”)

- and –

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

(the “Association”)

and in the matter of a grievance re Transfer Rounds Information (24406-HE-KO)

Russell Goodfellow – Sole Arbitrator

APPEARING FOR THE BOARD:

John-Paul Alexandrowicz, Counsel
Callum Hutchinson, Counsel

APPEARING FOR THE ASSOCIATION

Tyler Boggs, Counsel

Hearing by way of written submissions.

AWARD

1. This award concerns a question of remedy for breach of the collective agreement and, by extension, Minutes of Settlement.

2. The Union seeks a declaration, $5,000.00 in damages and a compliance order. The Board argues for a declaration only.

3. The case was argued in writing based on certain stipulated facts. Having regard to those facts and the parties' submissions, I find the first two forms of remedial request to be appropriate. However, the damages amount shall be $3,000.00 rather than $5,000.00. I find the third remedy unnecessary. Briefly, these are my reasons.

4. Article 15.05 is clear and unambiguous. It requires the Board to provide certain information to the Association in connection with five teacher transfer "rounds" for any upcoming school year.

5. On November 30, 2023, the parties agreed to resolve, by way of Minutes of Settlement, a number of grievances alleging violations of Article 15.05. Without any admission of breach, the Board acknowledged its obligations and committed to meeting them going forward.

6. The Board did not then meet those obligations for the 2024-2025 school year. Complete information for round 2, due on May 24, 2024, was not provided until July 18, 2024, and information for rounds 3 and 4, due by June 12 and July 3, 2024, respectively, was not provided until September 26, 2024, at the same time that round 5 information was provided. All of this was only after the 2024-2025 school year had commenced.

7. Article 15.05 serves an important purpose: to allow the Association and its members to be confident, in a timely way, that transfer requests, which can be driven by any number of personal or professional circumstances, and in respect of which seniority plays a part, have been properly processed. Indeed, the information provided here, when fully shared, led to the filing of a separate grievance, which was only after placements for the upcoming school year had been made.

8. Barring some satisfactory explanation, the Board breaching the collective agreement and the commitment it had so recently made in Minutes of Settlement merits something more than a mere declaration of an acknowledged breach. It merits an award of damages. The award is to compensate the Association and employees for the loss of the timely opportunity the right is meant to create.

9. Referring to a number of cases, the Association submits that $5,000.00 is a "measured" and "moderate" damages request in all the circumstances. Referring to other cases, the Board disagrees. In my view, an appropriate amount is one that takes account of the above together with an unanticipated staffing issue that, in my assessment, contributed to the delay. To be clear, the staffing issue does not excuse the Board's non-compliance; it does, however, bear on the amount of damages. Also germane to the damages question, in my view, is the fact that, along with its acknowledgement of breach, the Board has indicated that it is now endeavouring to automate the information-sharing process so as to ensure timely compliance in the future.

10. Not relevant to the damages question, however, is the further point made by the Board that it had to share in the cost of another arbitrator's cancelation fees after it was identified that I remained seized of the issue. That is an incident of the arbitration process; it does not speak to the obligation in question. Equally of no moment, however, is the Association's assertion that the amount of damages should take account of what it describes as an attempt by the Board to hold the provision of complete information "hostage" to the settlement of the grievance. What I see in the correspondence was not an attempt by the Board at "hostage-taking" but an effort to be certain, in the light of the grievance, that the information it was intending to provide met the Association's view of the contractual requirements. That said, consistent with the statement in paragraph 4 above, there should be no possible uncertainty going forward.

11. As for the further argument by the Association that this is a case for reputational or punitive damages, I disagree. Such awards are entirely exceptional and, in my view, not at all supported by the facts of this case. The same is true of the Association's claim of an alleged breach of section 70 of the *Labour Relations Act, 1995*, or that I should rely on it as "an interpretive aid to this dispute." The ability of the Association to represent its members and its reputation as an effective collective bargaining agent were not compromised by this breach.

12. Finally, I am not persuaded that there is any basis for a “compliance order.” This award is sufficient to communicate the need for future collective agreement compliance by the Board.

13. In the result, I declare that the Board breached Article 15.05 of Part B of the collective agreement and order it to pay $3,000.00 in damages to the Association forthwith.

14. I will remain seized of implementation.

DATED this 18th day of July 2025

Russell Goodfellow – Sole Arbitrator