MEMORANDUM OF SETTLEMENT

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

BETWEEN:

Conseil des associations d’employeurs (CAE)

AND

Association des enseignantes et enseignants franco-ontariens
(AEFO)

AND ACCEPTED BY:

The Crown

1. The Central Parties and the Crown recognize that this Memorandum of Settlement and the attached Appendices (hereinafter "this MOS") constitute an entire and definitive agreement with regard to the current central bargaining. Unless otherwise stated, all the terms of this MOS apply to teachers who are members of the AEFO, whether they be regular or occasional teachers. The signatories of this MOS shall unanimously and unreservedly recommend to their decision-makers that the terms of this MOS be accepted by their respective agents.

2. The parties agree that the terms of this MOS shall remain confidential until it is ratified.

3. No member of the AEFO shall suffer reprisals for having participated in a central strike.

4. Appendix I is the central agreement and forms part of, and is incorporated into, the collective agreements between AEFO and the French-language Catholic and public school boards.

5. The ratification of the MOS by the central parties, and the Crown's approval, shall be deemed to have occurred on the date of ratification by the AEFO or the date of ratification by the CAE, whichever is later. The central parties shall attempt to finish the central ratification process and the acceptance process no later than October 16, 2015.

6. The terms of this MOS and of the Appendices shall come into force on the ratification date of the local agreements, in accordance with subsections 39(6) and 39(7) of the School Boards Collective Bargaining Act, 2014.

7. Notwithstanding paragraph 6 of this MOS, the following letters of understanding and provisions shall come into force upon the ratification of the central agreement:
• Vested leave plan
• Central dispute resolution process
• Letter of understanding: Benefits
• E-learning
• Letter of understanding: Virtual learning
• Retirement gratuities and voluntary early payment plan.

8. Upon the ratification of this MOS, the school boards shall submit the necessary instructions to Cowan Insurance Group so that it cooperates fully with the AEFO and the RAEO and provides the information required to create the Trust.

9. The collective agreement comprises two parts. Part A is about the central terms. Part B is about the local terms.

10. The terms of this MOS and of the Appendices constitute the totality of the central terms of the collective agreement, and of the directives applicable to the school boards and the AEFO units in relation to the central issues.

11. The Crown shall pay the AEFO the sum of five hundred thousand dollars ($500,000), to make up for the cost of central collective bargaining, no later than ninety (90) days after all AEFO local collective agreements have been ratified.

12. The AEFO and CAE agree that the following clauses are part of the local negotiations for the boards involved:

   • Conseil scolaire de district catholique de l’Est ontarien (65):
     Clause 15.4.4.3 of the 2012-2014 collective agreement – Lunchtime supervision duty (elementary level)

   • Conseil des écoles catholiques du Centre-Est (66):
     Clause 5.10.5 of the 2012-2014 collective agreement – Breakfast period (secondary level)

   • Conseil scolaire de district catholique Centre-Sud (64)
     Letter of understanding entitled "Paramètres de mise en œuvre pour l’application des clauses A.3.3 et A.5 (surveillance à l’heure du repas)" [Guidelines for implementing clauses A.3.3 and A.5 (mealtime supervision)] dated November 18, 2008]
13. The AEFO and the CAE agree that the clauses and language of the existing letters of understanding pertaining to lunchtime during balanced school days under the collective agreements shall be kept in the local part of the collective agreement, subject to any amendments negotiated during local bargaining.

14. On the date of signing of this MOS, the AEFO agrees to suspend any central strike measure undertaken by the teachers, and the CAE agrees to refrain from giving a five (5) day lockout notice.

15. It is understood that any dispute, regarding an issue covered by central bargaining, between the date of ratification of the central agreement, and the coming into force date of a collective agreement, can be referred to the central dispute resolution process.

16. Salaries and allowances shall be increased thanks to funding for professional development at the elementary level; funding for programming at the secondary level; an amount of $500,000 payable to the Crown by the AEFO, which includes the remaining balance from the professional development amount paid to the AEFO under the 2008 PDT agreement; the voluntary payment of the net present value of the future retirement gratuities and the vested vacation plan; the 25% reduction, for the 2015–16 school year, in funding for professional learning communities (PLC); and the efficiencies and operating cost reductions stemming from the addition of a professional activity day dedicated to Ministry of Education initiatives, including numeracy. School boards shall adjust the salary grids, hourly rates and allowances, including additional amounts in lieu of benefits, in accordance with the following schedule:

- September 1, 2014
  - 0%

- September 1, 2015
  - Restoration of grid movement for qualifications and experience
  - The provisions of the collective agreements between the AEFO and the French-language Catholic and public schools which defer salary grid movement based on qualifications and experience until the 97th day of the school year shall be deemed void, expired and not to form part of those collective agreements.

Lump-sum payments

Regular teachers

- All regular teachers from AEFO units who are employed by a French-language Catholic [or] public school board on September 8, 2015, shall receive a lump-sum payment equal to 1% of the salary in effect as at September 1, 2015. For greater certainty, the teacher need not actively be at work on September 8, 2015, in order to be entitled to the lump-sum payment. If the teacher employed by a school
board resigns, retires or is dismissed before the end of the 2015-2016 school year, there shall be no recovery of the lump-sum payment.

- The payment of the lump sum shall take place no more than thirty (30) days after the ratification of the applicable local terms.

Short-term and long-term occasional teachers

- All short-term occasional teachers, and those on long-term occasional assignments, who are from AEFO units and are employed by a French-language Catholic [or] public school board on September 8, 2015, shall receive a lump-sum payment equal to 1% of the salary earned for the period from September 1, 2015 to June 30, 2016. That amount shall be payable no later than July 31, 2016 or thirty (30) days after the date the local memorandum of settlement is ratified, whichever is later.

- For greater certainty, the short-term occasional teacher or the occasional teacher on long-term assignment need not actively be at work on September 8, 2015, in order to be entitled to the lump-sum payment.

For the purposes of the above payments and increases, employment commences when a teaching position is accepted.

- September 1, 2016

- The salary grids, hourly rates, allowances and additional amounts in lieu of benefits shall be increased by 1%, with the exception of allowances for qualifications.

- The salary grids, hourly rates, allowances and additional amounts in lieu of benefits will be increased by 0.5% on the 98th day of the 2016-2017 school year, with the exception of allowances for qualifications.

17. Any grievance filed prior to the ratification of the local memorandum of settlement, whether it raises a question at the central level or not, shall continue to be handled in accordance with the 2012-2014 collective agreement.

18. Upon the ratification of this MOS, the following disputes shall be deemed to have been withdrawn by the AEFO:
<table>
<thead>
<tr>
<th>Board</th>
<th>Subject</th>
<th>Date filed</th>
</tr>
</thead>
<tbody>
<tr>
<td>M00113</td>
<td>Internal supply (regular teachers) equitable distribution, time and nature</td>
<td>16/01/2013</td>
</tr>
<tr>
<td>M00712</td>
<td>Professional judgment (regular teachers)</td>
<td>01/02/2013</td>
</tr>
<tr>
<td>M01012</td>
<td>Hiring practice (occasional teachers)</td>
<td>01/02/2013</td>
</tr>
<tr>
<td>M01313</td>
<td>Hiring practice (occasional teachers)</td>
<td>13/03/2013</td>
</tr>
<tr>
<td>M01713</td>
<td>Welcome and supervision – elementary level (regular teachers)</td>
<td>05/06/2013</td>
</tr>
<tr>
<td>M02113</td>
<td>Hiring practice (occasional teachers)</td>
<td>11/06/2013</td>
</tr>
<tr>
<td>M02013</td>
<td>Hiring practice (occasional teachers)</td>
<td>11/06/2013</td>
</tr>
<tr>
<td>M02213</td>
<td>Internal supply (regular teachers)</td>
<td>19/06/2013</td>
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<tr>
<td>M02313</td>
<td>Welcome and supervision – elementary level (regular teachers)</td>
<td>28/06/2013</td>
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<tr>
<td>M02713</td>
<td>Voluntary unpaid leave (regular teachers)</td>
<td>23/09/2013</td>
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<td>M02913</td>
<td>Voluntary unpaid leave (regular teachers)</td>
<td>07/10/2013</td>
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<td>M03313</td>
<td>Voluntary unpaid leave (regular teachers)</td>
<td>06/11/2013</td>
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<tr>
<td>M00214</td>
<td>Voluntary unpaid leave (regular teachers)</td>
<td>19/12/2013</td>
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<tr>
<td>M00414</td>
<td>Hiring practice (occasional teachers)</td>
<td>03/02/2014</td>
</tr>
</tbody>
</table>

19. Upon the ratification of this MOS, grievances filed with school boards concerning e-learning shall be deemed to have been withdrawn by the AEFO.

20. Within the framework of the Teachers’ Pension Act (TPA), the Minister of Education shall attempt to reach an agreement with the Ontario Teachers’ Federation (OTF) for the purpose of changing the Ontario Teachers' Pension Plan (OTPP) to allow pension contributions to be adjusted in order to take the vested paid leave plan into account based on the following principles:

   i) contributions shall be made by the employee or plan member out of the unpaid portion of each partially paid leave day (PPLD) or voluntary unpaid leave, except where the employee or plan participant states otherwise
   ii) the government or employer shall be required to make matching contributions;
   iii) the precise plan amendments necessary to implement this change shall be drafted in consultation with the OTPP and its sponsors (the OTF and the Ministry of Education); and
   iv) the amendments to the plan shall comply with all legislation applicable to registered pension plans, such as the Pension Benefits Act and the Income Tax Act.

21. Upon the ratification of this MOS, the Minister of Education shall recommend to the Lieutenant Governor in Council that the AEFO and the French-language school boards be excluded from Ontario Regulation 274/12 – Hiring Practices.

22. Any numbering change, or other form-related change to the collective agreement, necessary to
give effect to the central parties' intent, shall be made by mutual agreement between the
central parties before the printing of Part A of the collective agreement. These amendments
must not change the intent or meaning of the MOS's terms.

23. The AEFO and the CAE agree not to renew the following letters of understanding:
   • Professional development allowance (or development fund)
   • Professional development and professional learning communities.

24. Memoranda Nos. 1, 2, 3, 4 and 5 below, are subject to the dispute resolution process.

MEMORANDUM No. 1
(Which are not part of the collective agreement)

SUBJECT: Interruption of Ministry initiatives

While the Policy/Program Memorandum (PPM) concerning Ministry of Education and school board
initiatives and professional cooperation in accordance with Memorandum No. 2, no new provincial
initiatives affecting workload, classroom quality, tests or data collection shall be implemented.

This shall include:

   • all initiatives in progress;
   • programs announced or implemented earlier at school boards; and
   • new initiatives necessary to respond to concerns about student safety.

MEMORANDUM No. 2

SUBJECT: Ministry and school board initiatives

Whereas Ontario's educational system has committed to making improvements to ensure student
success and well-being;

Whereas Ontario's renewed vision on achieving excellence is focused on excellence, well-being, equity
and public confidence;
Whereas French-language education has the unique mandate to promote and transmit the French language and culture in a minority context;

Whereas Ontario’s educational system is among the best in the world thanks to exemplary educators at every level of the organization who have made a collective commitment focused on achieving excellence;

Whereas research on best practices advocates improved concepts of professional collaboration and a broadening of the leadership concepts developed in the past;

Whereas there is a perception, in some parts of the sector, that a review of the initiatives, expectations and practices is needed;

Whereas two studies about workload and professionalism have been carried out;

And whereas the transformation requires changes at every level, namely, the Ministry, school boards, schools and classrooms.

The Ministry’s commitment

The Ministry of Education is committed to:

1) setting up a representative body (the transformation team) whose primary responsibility is to provide information for the development of a Policy/Program Memorandum (PPM);
2) creating a provincial organization, distinct from that body, and made up of people representing teachers’ federations, principals’ associations and school board leaders, which shall meet each quarter to exchange views on new initiatives, including the repercussions of those initiatives on training, resources and timelines;
3) creating a PPM aimed at clarifying and making commitments that foster renewed professional collaboration and leadership in Ontario’s education system; and
4) tabling that PPM no later than May 31, 2016.

Please note that two distinct discussion tables, described above as part of the Ministry’s commitments, will be created.

Scope of the Policy/Program Memorandum

The PPM shall include the following concepts:

1) establishing a vision for professional collaboration with a view to making improvements favouring student success and well-being;
2) finding a fair balance between external accountability and internal responsibility;
3) examining and clarifying the shared roles and responsibilities around assessment and reporting, including but not limited to report card preparation;
4) developing a review process for use by the provincial organization of representatives responsible for considering initiatives, which process may consist, among other things, in
• expressing points of view about the consideration, development, implementation and assessment of the new initiatives;
• giving advice as to the appropriateness of the calendar and the pace of introduction of new initiatives;
• incorporating new initiatives, new materials and potential new resources into existing practices and taking into account the effects of these initiatives on current requirements regarding teachers, principals and school board leaders;
• exchange views on best implementation practices;
• exchange views on the professional training and learning necessary to implement new initiatives; and
• take note that certain expectations and practices are no longer appropriate in the current context and must eventually be abandoned, adjusted or modified, whereas other expectations and practices must be adopted, a point that will be examined by the above-described provincial organization responsible for examining initiatives.

5) provide guidance to school boards for the creation of a mechanism or the use of existing mechanisms for consultation, collaboration and communication with federations, associations and local unions, with a view to implementing new initiatives;
6) provide the evidence from workload-related studies that will strengthen and improve professional collaboration;
7) transform our leadership vision to encourage a cooperative learning culture aimed at promoting and improving teachers’ leadership in the classroom, at school and in school boards while respecting the mandate and responsibilities of official leaders; and
8) examine the concept of professional judgment in the context of an effective and cooperative learning culture.

MEMORANDUM NO. 3

SUBJECT: Professional activity days

The Ministry of Education will recommend that the Lieutenant Governor enact, by way of a regulation effective September 1, 2015, a reduction in the number of teaching days from 188 to 187, and that the number of professional activity days be increased from six to seven.

For clarity, the total number of school days will remain at 194.

This additional professional activity day is intended to support Ministry and school board initiatives.

MEMORANDUM NO. 4
SUBJECT: Ministry of Education Initiatives

In connection with the Ontario Ministry of Education's (EDU) renewed mission and vision – "Achieving Excellence", the AEFO and the CAE are committed to the success and well-being of every student. Furthermore, in connection with the *Politique d'aménagement linguistique*, the AEFO and the CAE are committed to promoting and transmitting the French language and culture, a mandate specific to minority French-language education. Learners in the province's French-language Catholic and public education systems will acquire the knowledge, skills and characteristics that will lead them to become personally successful, economically productive and actively engaged citizens. The AEFO and the CAE recognize the key role played by teachers in the success and well-being of students, and the importance of continuously cultivating and developing a high-quality teaching profession and high-calibre leadership at every level.

1. FORMATION OF A WORKING GROUP

The Ministry of Education will fund and coordinate a working group to review and identify the impact of EDU and school board initiatives (hereinafter "the initiatives") on school operations, with a view to advising the Minister of Education.

The working group will submit its report to the Minister of Education no later than June 30, 2017.

The working group will be composed of up to three AEFO representatives, up to three French-language public school board representatives, and up to three French-language Catholic school board representatives, as well as one ACÉPO representative, one AFOCSC representative, and up to two Ministry of Education Representatives. The working group may, at its discretion, retain the services of resource persons.

2. MANDATE

2.1 Foster the implementation of Ministry initiatives having regard to the impacts on school and school board operations.

2.2 Help identify the challenges, impacts and best practices associated with the implementation of Ministry initiatives in the minority French-language Catholic and public education context.

2.3 Help build connections between the different initiatives, to encourage a harmonized and cohesive implementation.

2.4 Define the modalities of the summer 2016 and summer 2017 project work groups described in Memorandum No. 5, including the mandate, the parameters and the expected results.
In carrying out its mandate, the work group will take into account the discussions and the work done by the transformation team defined in Memorandum No. 2 of this MOS.

MEMORANDUM No. 5

SUBJECT: Work groups, summer 2016 and summer 2017 projects

1. The Ministry of Education undertakes to fund and coordinate a provincial summer project in 2016 and 2017, to which teachers from each French-language Catholic and public school board will be invited to participate in order to help develop educational resources that will be made available to the school boards' teachers.

These educational resources will include a practical guide developed to assist teachers with report card preparation. This guide will respect the principles from Growing Success and will contain tried-and-true practices and templates for writing comments to encourage communication about student performance.

2. The working group formed in accordance with Memorandum No. 4 will be tasked with defining the modalities of the project, including the mandate, parameters and expected results.

3. The teachers participating in this project will be compensated according to the per diem associated with their annual salary under their collective agreement.

4. The total cost of the project for the two summers will not exceed one hundred thousand dollars ($100,000).
Signed at Toronto, this Wednesday, September 16, 2015.

Signé à Toronto, le mercredi 16 septembre 2015.

Pour l’ALTO : 

[Signatures]

Pour le CAE : 

[Signatures]

Pour la Couronne : 

[Signatures]

Translator’s Caveat: Many English-language versions of the documents cited in this MOS are unavailable, or at any rate, impossible to find online. Furthermore, certain words are missing from the French version of this MOS, and other wording is somewhat ambiguous. Best efforts were made to render the meaning of the French and find the applicable documentation, but there could be some inconsistencies with existing English-language documents that are not available to the public, and some instances where the drafters meant to say something different from what the translator felt was the likeliest intent based on the limited context.