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 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.

2. The attached Appendix forms part of and shall be incorporated into the collective agreements between CUPE and the CTA/CAE.

3. Ratification of the 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, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by December 4, 2015.

4. The terms of this Memorandum of Settlement and Appendix shall be effective on the date of the ratification of the local terms, 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.

SUBJECT TO ERRORS AND OMISSIONS – Revised December 8, 2015
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 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 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 suspend any central job action, and the CTA/CAE agrees not to provide five (5) days’ notice of lockout, or change in terms and conditions of employment, pending the outcome of the central ratification process.

10. There shall be no reprisals for any member participating in a strike. No member shall suffer discrimination, harassment, or any form of reprisal brought about as a result of action taken during a strike.

11. The discounted net present value of future retirement gratuities, Scheduled Unpaid Leave Plan, and 2014-2015 non-ECE grid holdback provides for increases to salaries, wages and direct compensation. Boards shall adjust their current salary grids and wage schedules in accordance with the following schedule:

- September 1, 2014
  • 0%

- September 1, 2015
  • Elimination of the half year delay in grid movement
  • 1% of earned wages as a part of this bargaining unit as a lump sum payment to all members covered by the collective agreement

- September 1, 2016
  • 1% adjustment to the salary grids and wage schedules and to positions of responsibility allowances

SUBJECT TO ERRORS AND OMISSIONS – Revised December 8, 2015
12. Method of payment for September 1, 2015 (lump sum equivalent)

- 1% of earned wages earned in the 2014-15 school year as a lump sum payment to all employees (including those on the casual list) of this bargaining unit who are actively employed or on an approved paid leave, paid sick leave or statutory leave as at December 4, 2015.
- Permanent employees on a statutory leave for any part of 2014-15 will not be adversely affected. The lump sum equivalent to 1% of annualized 2014-2015 wages/salary will be adjusted as if they earned their normal salary/wage for the period of the time on the statutory leave.
- Employees on an approved deferred salary leave in the 2015-2016 year on December 4, 2015, (eg. 4 over 5) shall nevertheless receive a lump sum equivalent to 1% of annualized 2014-2015 wages/salary as if they earned their normal salary/wage for that period of the time.
- Newly hired employees of this bargaining unit who started after September 1, 2015 and who are actively employed or on an approved paid leave, paid sick leave or statutory leave as at December 4, 2015, will be paid 1% of annualized 2015-2016 wages/salary.
- Amounts are payable by February 15, 2016 or 30 days after local ratification, whichever is later.
- Newly hired employees who started after September 1, 2015 and who received a 1% lump sum as part of another bargaining unit of the same employer are not eligible to receive a lump sum under the provisions above.

13. Subject to the prior approval of Employment and Social Development Canada (ESDC) where allowable, the Statutory Leave/SEB plans as attached in the Appendix shall be established and implemented within sixty (60) days of the approval by ESDC.

14. The utilization of the casual seniority employee list is not available for local bargaining, however the formula for determining casual seniority shall be determined locally by the parties

15. The parties agree that Rainbow District School Board shall maintain a two year lag to current dental ODA for CUPE employees.
Dated at Toronto, this 8 day of December, 2015.

CUPE
T. Preston

[Signature]

[Signature]

Heather Skelly

[Signature]

[Signature]

[Signature]

John Tompa

SUBJECT TO ERRORS AND OMISSIONS – Revised December 8, 2015