MEMORANDUM OF SETTLEMENT

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

BETWEEN

COUNCIL OF TRUSTEES’ ASSOCIATIONS
(hereinafter the ‘CTA’)

AND

ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
(hereinafter: ‘ETFO’)

AND AGREED TO BY

THE CROWN

1. The parties and the Crown agree that this Memorandum and attached Appendices form the basis of a full and final settlement of the current round of Central negotiations. The parties and the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendices to their respective principals.

2. Attached as Appendix II is a memorandum agreed to by ETFO, the CTA and the Crown that does not form part of the central terms of collective agreements concluded between the parties.

3. Attached as Appendix III is a letter of understanding agreed to by the parties and the Crown referring contested sick leave terms to arbitration.

4. Ratification of the Central terms by both parties and agreement of the Crown shall be deemed to have occurred on the latest date on which ratification occurs by ETFO and by the CTA and by agreement of the Crown. The Parties agree that upon completion of central ratification and Crown approval and local ratification, the central and local terms will take effect at the applicable board. The Parties will endeavor to complete the central ratification process by December 16, 2015.

5. Except as provided otherwise in the terms of the Memorandum of Settlement or accompanying Appendices, all provisions 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.

6. Any compensation items that are retroactive shall be paid no later than ninety (90) days
following ratification of the respective local terms. Any dispute with respect to such payments shall be determined by the local grievance procedure in each collective agreement.

7. The collective agreement in each District School Board for education workers shall consist of two parts. Part “A” consists of provisions respecting Central issues. Part “B” consists of provisions with respect to Central and Local Issues.

8. 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.

9. 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 as part of the process of finalizing the structure and content of each collective agreement. In the event there is any dispute respecting the structure or content of the collective agreement to be implemented as a result of these terms of settlement, the dispute shall be resolved through the central dispute resolution process provided for under this Memorandum of Settlement.

10. 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 retroactively
     • 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

   • February 1, 2017
     • 0.5% adjustment to the salary grids and wage schedules, and to positions of responsibility allowances
11. Effective September 1, 2015, provisions or deemed provisions, if any, in collective agreements between ETFO and District School Boards which delay movement through and across salary grids in accordance with experience and qualifications until the 97th day of the school year or thereafter as applicable shall be deemed null and void and shall not form part of these collective agreements. ETFO grievances with respect to the 97th day delay are hereby settled.

12. Lump Sum Payments: All lump sum payments shall be considered earned wages for pension purposes under the Ontario Municipal Employees’ Retirement System (OMERS) and the Ontario Teachers’ Pension Plan (OTPP).

13. Regular Permanent Employees: All employees employed by a district school board on September 8, 2015, shall be paid a lump sum amount equal to 1% of the employee’s placement on the salary grid plus position of responsibility allowances under the collective agreement in effect September 8, 2015. For clarity, an employee must be actively at work, on statutory leave, board approved paid leave or board approved paid sick leave on September 8, 2015 as a condition of entitlement to the lump sum. The lump sum shall be paid no later than ninety (90) days following the ratification of the respective local terms.

14. Casual and Term Employees: Casual and term employees in the employ of a District School Board and who are members of ETFO on September 8, 2015 shall be paid a lump sum amount equal to 1% of earned wages as a member of this bargaining unit for the period September 1, 2014 to June 30, 2015. For clarity if a casual or term employee is entitled and would receive a greater amount under paragraph 13 then only that clause shall apply.

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

16. ETFO agrees to withdraw any existing policy grievance related to the Voluntary Leave of Absence Program (VLAP) and any existing policy grievances related to the introduction of the sick leave plan resulting from the Memorandum of Understanding dated June 12, 2013. Individual grievances are not affected by this clause.

17. In cases where provincial committees raise issues of common interest for education sector affiliates/unions, the parties agree that these provincial committees may be joined conditional upon the agreement of all parties.
Dated at Toronto, this 27th day of November, 2015.

For ETFO:                       For CTA:                       For the Crown:

[Signatures]

SUBJECT TO ERRORS AND OMISSIONS