MEMORANDUM OF SETTLEMENT

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

BETWEEN

ONTARIO PUBLIC SCHOOL BOARDS’ ASSOCIATION
hereinafter: “OPSBA”

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 Appendix I, II and III 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 are eight (8) memoranda agreed to by ETFO and the Crown that do 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 OPSBA and by agreement of the Crown. The Parties will endeavor to complete the central ratification process by November 13, 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 both teachers and occasional teachers 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. Effective upon signing this tentative agreement, ETFO agrees to suspend any teacher/occasional teacher job action.

11. 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.

12. It is agreed that no teacher shall be required to perform any work or to complete any work which was affected or limited by legal strike activity except with the consent of the Federation.

13. It is further agreed that no teacher shall be required to assume any additional or unreasonable increase in workload, administrative or other requirements or responsibilities in consequence of their having engaged in lawful strike activity.

14. The available funding for elementary professional learning, the voluntary payout of discounted net present value of future retirement gratuities, the efficiencies and reduction of operational costs derived from the establishment of one additional PA day dedicated to Ministry/School Board initiatives and the substantial support of the Elementary Teachers’ Federation of Ontario to teacher professional development 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
  - Restoration of grid movement retroactive to that date
  - 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, wage schedules, and to positions of responsibility allowances

- On the 98th day of the 2016 school year
  - 0.5% adjustment to the salary grids, wage schedules, and to positions of responsibility allowances
15. 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.

16. Lump Sum Payments: All lump sum payments shall be considered earned wages for pension purposes under the Teachers’ Pension Plan.

17. Permanent Teachers: All teachers employed by a district school board on September 8, 2015 shall be paid a lump sum amount equal to 1% of the teacher’s placement on the salary grid under the collective-agreement in effect September 8, 2015. For clarity, a teacher must be actively at work, on statutory leave, board approved paid leave or paid sick leave on September 8, 2015 as a condition of entitlement to the lump sum.

18. Occasional Teachers: Occasional teachers in the employ of a District School Board on September 8, 2015 shall be paid a lump sum amount equal to 1% of earned wages as an occasional teacher in this bargaining unit for the period September 1, 2014 to June 30, 2015. For clarity, if an occasional teacher would receive a greater amount under paragraph 16, then only that clause shall apply.

19. The school boards represented by OPSBA shall cooperate in the administration of the Long Term Disability Plan as set out in the ETFO Memorandum of Understanding dated June 12, 2013.

20. 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.

21. 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.
22. ETFO agrees, without prejudice, to withdraw the benefit reconciliation related grievance regarding the defined contribution benefit plan at Bluewater District School Board.

Dated at Toronto, this 2nd day of November, 2015.

For ETFO: [Signature]

For OPSBA: [Signature]

For the Crown: [Signature]