MEMORANDUM OF SETTLEMENT

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

BETWEEN:

THE EDUCATION WORKERS’ ALLIANCE OF ONTARIO /
ALLIANCE DES TRAVAILLEUSES ET TRAVAILLEURS EN ÉDUCATION DE L’ONTARIO
(hereinafter ‘EWAO-ATEO’)

AND

THE COUNCIL OF TRUSTEES’ ASSOCIATIONS / CONSEIL D’ASSOCIATIONS DES EMPLOYEURS
(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 Appendix to their respective
   members.

2. The attached Appendix forms part of and shall be incorporated into the collective
   agreements between EWAO-ATEO 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
   EWAO-ATEO 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 17, 2015.

4. Except as specified herein, all 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,
5. The following matters shall be effective, consistent with their terms, upon ratification of central terms:

- Letter of Agreement re: Benefits
- Central Grievance Process
- Central Labour Relations Committee
- Provincial Health and Safety Working Group
- Early Childhood Educators Working Group (FDK)
- Scheduled Unpaid Leave Plan (SULP)
- Notification Period for Vested Retirement Gratuity Voluntary Early Payout (payouts following local ratification)

6. The English version or the French version of the central agreement shall be equally authoritative in accordance with the language of operation of the applicable school board.

7. Any compensation items that are retroactive shall be paid no later than sixty (60) days following ratification of the respective local terms or as set out herein.

8. 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.

9. 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.

10. 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.

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 (see #12 below)

– September 1, 2016
  • 1% adjustment to the salary grids and wage schedules

– February 1, 2017
  • 0.5% adjustment to the salary grids and wage schedules.

12. Method of Payment for One Time Lump Sum

Members of the bargaining unit that are employed as of the date of central ratification will receive a 1% lump sum payment as follows:

• Permanent employees shall receive the equivalent of 1% of 2014-2015 wages/salary earned as a member of the applicable bargaining unit, provided they are actively at work, on statutory leave or an approved paid leave as at the date of central ratification.

• 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.

• Casual or temporary employees shall be paid a lump sum payment equivalent to 1% of wages earned as a member of the applicable bargaining unit in the 2014-2015 fiscal year provided they worked at least 40 hours in the 2014-2015 fiscal year.

All lump sum amounts shall be payable by February 15, 2016 or sixty (60) days after local ratification, whichever is later.

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.
Dated at Toronto, this 21st day of November, 2015.

EWAO-ATEO

[Signatures]

CROWN:

[Signatures]

SUBJECT TO ERRORS AND OMISSIONS