MEMORANDUM OF SETTLEMENT

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

BETWEEN:

THE ONTARIO COUNCIL OF EDUCATIONAL WORKERS
(hereinafter ‘OCEW’)

AND

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

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 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 I forms part of and shall be incorporated into the collective agreements between OCEW member unions and the CTA. The attached Appendix II consists of two memoranda agreed to by OCEW and the Crown that do not form part of the central terms of collective agreements concluded between the parties.

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 OCEW and by the CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by January 15, 2016.

4. The terms of this Memorandum of Settlement and Appendices 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 provided that this Memorandum of Settlement is ratified by OCEW.

SUBJECT TO ERRORS AND OMISSIONS
5. Any compensation items that are retroactive shall be paid no later than thirty (30) days following the later of ratification of the respective local terms or this central agreement.

6. The following matters shall be effective, consistent with their terms, upon ratification of central terms:
   - Letter of Agreement re: Benefits
   - Central Labour Relations Committee
   - Provincial Health and Safety Working Group
   - Early Childhood Educators Working Group (FDK)
   - Scheduled Unpaid Leave Plan (SULP) designation
   - Notification Period for Vested Retirement Gratuity Voluntary Early Payout (payouts following local ratification)


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 without modification as part of the process of finalizing the structure and content of each collective agreement.

10. Effective upon the signing of this Memorandum of Settlement, the parties agree there shall be no central job action pending the outcome of the central ratification process.

11. The discounted net present value of future retirement gratuities, the Scheduled Unpaid Leave Plan and the 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

SUBJECT TO ERRORS AND OMISSIONS
– September 1, 2016
  • 1% adjustment to the salary grids, wage schedules and to positions of responsibility allowances.

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

12. Method of Payment for One Time Lump Sum

Members of the bargaining unit that are employed as of September 8, 2015 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 September 8, 2015.

• Permanent employees on a statutory leave for any part of 2014-2015 will not be adversely affected. The lump sum equivalent to 1% of annualized 2014-2015 wage/salary will be adjusted as if they earned their normal salary/wage for the period of the time on 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 school year provided they worked at least 40 hours in the 2014-2015 school year.

13. Lump Sum Payments: All lump sum payments shall be reported as earned wages for pension purposes under the Ontario Municipal Employees’ Retirement System (OMERS).

14. 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.

15. In cases where provincial committees outlined in this central agreement raise issues of common interest for education sector affiliates/unions, the parties agree that these provincial committees may be combined conditional upon the agreement of all parties.

SUBJECT TO ERRORS AND OMISSIONS
16. The parties agree that while SULP replaces VLAP, it does not replace other local unpaid leave provisions.

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

GCEW

[Signatures]

CROWN

[Signatures]

CTA

[Signatures]