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/CONSEIL DES ASSOCIATIONS D’EMPLOYEURS
hereinafter: “CTA/CAE”

AND

ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION/FÉDÉRATION DES ENSEIGNANTES-
ENSEIGNANTS DES ÉCOLES SECONDAIRES DE L’ONTARIO
hereinafter: “OSSTF/FEESO”

AND AGREED TO BY:

THE CROWN/LA COURONNE

1. The parties and the Crown agree that, subject to errors and omissions, this Memorandum
and attached Appendices I and II 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 one Memorandum agreed to by OSSTF/FEESO and the Crown that
does not form part of the collective agreement between the parties.

3. 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 OSSTF/FEESO
and by the CTA and by agreement of the Crown. The Parties will endeavor to complete the
central ratification process by December 16, 2015.

4. Except as provided otherwise in the terms of the Memorandum of Settlement or Appendix
I, 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, 2014.

5. The following matters shall be effective, consistent with their terms, upon ratification of
central terms:
   • Letter of Agreement re: Benefits
   • Central Labour Relations Committee

SUBJECT TO ERRORS AND OMISSIONS
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 Central and Local Issues.

9. 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.

10. 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.

11. Upon recommendation of ratification by the OSSTF/FEESO of this Memorandum of Settlement, OSSTF/FEESO agrees to suspend any central job action, and upon confirmation of the suspension of job action, the CTA/CAE agrees not to initiate five (5) days’ notice of lockout, or change in terms and conditions of employment, pending the outcome of the central ratification process.

12. 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.
13. The discounted net present value of future retirement gratuities, Scheduled Unpaid Leave Plan (SULP) 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, 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

14. Method of Payment for September 1, 2015 (lump sum equivalent)
   - 1% shall be added to earned wages for each bargaining unit member covered by the collective agreement for the period of September 1, 2015 to August 31, 2016.
   - The 1% adjustment will be applied and payable retroactively to September 1, 2015 no later than 30 days after local ratification.

15. The Algoma District School Board will provide a 4% increase in 2015-16 to the 2014-15 funding provided for DECE benefits. An additional 4% increase will be provided in 2016-17.

16. 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.

17. The Parties agree that the issue of EI rebate is a central matter in those boards where the EI rebate is used to fund employee benefits.

18. The Early Childhood Educators Work Group and the Long Term Disability Plan Work Group, established under these central terms raise issues of common interest for education sector affiliates/unions, therefore the parties agree that these committees may be joined conditional upon the agreement of all parties.
19. The parties agree that where a class of employees at a Board was granted access to sick leave as at August 31, 2014, that class of employees at that Board shall continue to be granted access to sick leave in accordance with all other conditions outlined in article CX.XX.

20. Where a lower eligibility exists in a current collective agreement for mandatory enrollment in OMERS than appears in section CX.XX, that threshold shall be maintained.

21. The parties agree that SULP does not replace local unpaid leave provisions.

Dated at Toronto, this 27th day of November, 2015.

For OSSTF/FEESO: For the CTA/CAE: For the Crown/Couronne:

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