

MEMORANDUM OF SETTLEMENT

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

BETWEEN:

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
hereinafter: "OCSTA"

AND

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
hereinafter: "OECTA" or "the Association"

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that this Memorandum and attached Appendices I, II, III and IV 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. Appendices I, III and IV form part of and shall be incorporated into the Memorandum of Settlement of Central Terms and the collective agreements between OECTA and English-language separate district school boards. Appendix II is "Memorandum of Settlement – Letters of Understanding: FDK and Professional Activity Day," agreed to by OECTA and the Crown do not form part of the collective agreement between the parties. Additionally Appendix II includes the Crown commitment regarding Regulation 274/12 which also does not form part of the collective agreement.
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 OECTA and by OCSTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by September 21, 2015.
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*.
5. The following articles shall be effective upon ratification of the central terms:
 - Earned Leave Plan
 - Recall Rights
 - Central Dispute Resolution Process

6. The following article shall be applied retroactively to September 1, 2015:

- Pregnancy Leave SEB Plan

Except as set out in paragraph 11 below, any compensation items that are retroactive shall be paid no later than thirty (30) days following ratification of the respective local terms.

7. 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.

8. The terms herein, and in the accompanying appendices 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. The Crown shall pay to OECTA the sum of one million dollars (\$1,000,000) to offset the cost of central collective bargaining no later than ninety (90) days after the ratification of the final OECTA local collective agreement.

10. Appendices I, III and IV include 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. Effective upon the signing of this Memorandum of Settlement, OECTA agrees to suspend any central teacher job action, and OCSTA agrees not to provide five (5) days notice of lockout, pending the outcome of the central ratification process.

12. It is agreed that any difference arising with respect to a matter that was within the scope of central bargaining between the date of ratification of the memorandum of central terms and the effective date of a collective agreement may be referred for binding resolution pursuant to the terms of the central dispute resolution process.

13. 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.

14. The available elementary professional learning funding, secondary programming funding, voluntary payout of discounted net present value of future retirement gratuities, and the Earned Leave Plan (ELP) provide for increases to salaries, wages and direct compensation. Boards shall adjust their current salary grids, wage schedules and allowances in accordance with the following schedule:

- September 1, 2014
 - 0%

- September 1, 2015
 - Restoration of grid movement
 - Provisions in collective agreements between OECTA and English-language separate 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 shall be deemed to be null and void and thereafter, shall not form part of those collective agreements.

Lump Sum Payments

Permanent Teachers

- Other than occasional teachers and term assignment teachers, all bargaining unit teachers employed by an English-language separate district school board on September 8, 2015, shall be paid a lump sum amount equal to 1% of earned wages in effect September 1, 2015. For clarity, a teacher need not be actively at work on September 8, 2015 as a condition of entitlement to the lump sum. The lump sum is payable within 30 days of the ratification of the Memorandum of Local Terms. In the event that a teacher in the employ of a board resigns, retires or is terminated prior to the end of the 2015 – 2016 school year, there shall be no recovery of any of the lump sum payment.

Occasional and Term Assignment Teachers

- All Occasional teachers and teachers in a term assignment in the employ of an English-Language separate district school board on September 8, 2015 shall be paid a lump sum amount equal to 1% of earned wages for the period September 1, 2015 to June 30, 2016 payable not later than July 30, 2016 or thirty days (30) from the date of ratification of the memorandum of settlement of local terms, whichever is later.
- For clarity, an occasional teacher or a teacher in a term assignment need not be actively at work on September 8, 2015 as a condition of entitlement to the lump sum.

For purposes of all the foregoing payments and increases employment commences upon the offer and acceptance of a teaching position.

- September 1, 2016
 - The parties agree that a 1% increase shall be applied to salary grids, wage schedules and to position of responsibility allowances.
 - The parties further agree that on the 98th day of the 2016/2017 school year a further increase of 0.5% shall be applied to salary grids, wage schedules and to position of responsibility allowances.

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. Any grievance submitted prior to the ratification of the memorandum of local terms, whether or not it raises an issue within the scope of matters to be included within central bargaining shall continue to be processed in accordance with the 2012-2014 collective agreement.

Dated at Toronto, this 25th day of August, 2015.

For OECTA:

Ann M. Hankin
[Signature]
Kim Stueck
B. Salomoni
A. Chin
[Signature]
AB madant

For OCSTA:

[Signature]
[Signature]

For the Crown:

[Signature]