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MEMORANDUM OF UNDERSTANDING

BETWEEN

**The Ontario Secondary School Teachers' Federation
(Hereinafter 'OSSTF')**

AND

The Crown

Re: Secondary Class Size (O.Reg 132/12)

The representatives of the Crown will recommend to Cabinet that O.Reg. 132/12 (Class Size) be amended such that the maximum average class size for secondary classes shall be 25, effective September 1, 2020.

The parties to this letter acknowledge that the authority to make the amendment is reserved to the Lieutenant Governor in Council.

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C13.00 CLASS SIZE

Nothing in this collective agreement limits or constrains class size in schools of a board. Any local terms purporting to limit or constrain class size in schools of a board are of no effect.

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CXX.00 ADDITIONAL PROFESSIONAL ASSIGNMENTS

Reduce the restrictions contained in the local collective agreements on Additional Professional Assignments (APAs). **For greater clarity, eliminate the distinction between supervision and on-calls.**

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COMPENSATION

School Boards shall adjust their current salary grids, wage schedules and positions of responsibility allowances, in accordance with the following schedule:

- **September 1, 2019**
 - **1%**
- **September 1, 2020**
 - **1%**
- **September 1, 2021**
 - **1%**

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C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments **emergencies only. In all instances, appointments shall be scheduled outside of working hours, where possible.**

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to **ninety percent** (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at **90%** pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.

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- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary. ~~or further reduction in the previous year's sick leave allocation but will instead be deducted from the new allocation once provided.~~
Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.
- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from **90%** to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

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- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. ~~or STLDP. The Board will require medical confirmation of illness or injury to substantiate access to~~ may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- ~~iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.~~

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- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

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AMENDED RETAIN

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, ~~2014~~ **2019**.

Such issues include but are not limited to:

- ~~1. Requirements for the provision of an initial medical document.~~
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

~~This Letter of Understanding will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.~~

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APPENDIX B – ABILITIES FORM – AMENDED RETAIN

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:
1. Health Care Professional: The following information should be completed by the Health Care Professional	
First Day of Absence:	
General Nature of Illness (<i>please do not include diagnosis</i>):	
Date of Assessment: dd mm yyyy	
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.	
PHYSICAL (if applicable)	
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):
Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):

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Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>	Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand									
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping									
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching									
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):									

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
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2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions. <input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3 <input type="checkbox"/> I have reviewed the sections above and have determined that the Patient is totally disabled and is unable to return to work at this time.	

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Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated above,			
Recommended date of next appointment to review Abilities and/or Restrictions:		dd	mm yyyy
Completing Health Care Professional Name: (Please Print)			
<hr/>			
Date:			
<hr/>			
Telephone Number:			
<hr/>			
Fax Number:			
<hr/>			
Signature:			
<hr/>			

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C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation /Fédération des Enseignantes- Enseignants des Écoles Secondaires de L'Ontario Employee Life and Health Trust "OSSTF/FEESO ELHT" established October 6, 2016. The date on which ~~the~~ school boards and the bargaining units benefit plan commenced participation in the OSSTF/FEESO ELHT shall be referred to herein as the "Participation Date".

C7.1.0 ELHT Benefits

The Parties agree that since all active eligible employees are now covered by the OSSTF/FEESO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.1.1 Eligibility and Coverage

- a) The OSSTF/FEESO ELHT will maintain eligibility for OSSTF represented employees who are covered by the local collective agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements.
- b) With the consent of the central parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, **for non-union groups** in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF/FEESO, who were, and still are members of a board benefit plan as at the participation date are eligible to receive benefits through the OSSTF/FEESO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

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C7.1.2 Funding

Funding related to the OSSTF/FEESO ELHT will be based on the following:

- a) A reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the plan per FTE (adjusted for an additional 4% amount prorated for 8 months) and the funded amount per FTE in place as of September 1, 2018 (i.e. \$5,489). This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019. Notwithstanding the above, the funded amount per FTE shall not be less than \$5,343.
 - i. Total cost represents the actual costs related to the delivery of the OSSTF/FEESO Benefits plan for OSSTF represented teachers. Total cost is defined as the total cost on the OSSTF/FEESO ELHT's financial statements for OSSTF teachers' benefits plan, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost consistent with this definition. FTE is defined in as what is reported in Appendix H for the following two periods: March 2018 per the 2017-18 financial statements and October 2018 per 2018-19 revised estimates. The total cost excludes retiree costs and optional employee benefit costs.
- b) Conditional on the following criteria being met, the funding amounts outlined in c) will be provided as adjustments to the reconciled amount in a) above:
 - i. OSSTF/FEESO signing an amendment to the OSSTF/FEESO EHLT Agreement and Declaration of Trust regarding the inclusion of OSSTF/FEESO retired employees as per Memorandum of Understanding #X,
 - ii. OSSTF/FEESO ELHT receiving eligible OSSTF retirees as per Memorandum of Understanding #X, **and**
 - iii. OSSTF/FEESO agreeing to the process of transferring the employee share of board-owned plan surpluses to the OSSTF ELHT as per Memorandum of Understanding #X, ~~and~~

~~Benefit funding increases of up to 1% annually contingent on the full cost of the mutually agreed to proposals.~~

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c) **Effective September 1, 2019, funding will be provided in the amount of the reconciliation amount per FTE plus adjustment as follows:**

- **September 1, 2019: 1%**
- **September 1, 2020: 1%**
- **September 1, 2021: 1%**

Funding will be made retroactive to **September 1, 2019** should the conditions **in b)** be met.

C7.1.3 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the Board’s benefits contributions will be based on the estimated average FTE reported by the boards in Appendix H - as of October 31st and March 31st in the estimates forms.
- c) Monthly amounts paid by the boards to the benefits’ plan’s administrator based on estimated average FTE will be reconciled by the Crown to the actual average FTE reported by the boards in Appendix H for each school year ending August 31st. If the reconciliation of FTE results in any identified differences in funding, those funds will be remitted to or recovered from the OSSTF/FEESO ELHT in a lump sum upon collection from the OSSTF/FEESO ELHT administrator.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF/FEESO ELHT, the dispute will be resolved between the applicable board and OSSTF/FEESO.

C7.1.4 Benefits Committee

A benefits committee comprised of the employee representatives and the employer representatives, including the Crown, will convene upon request to address all matters that may arise in the operation of the OSSTF/FEESO ELHT.

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C7.1.5 Privacy

The Parties agree to inform the OSSTF/FEESO ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF/FEESO ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.2.0 Benefits not provided by the OSSTF/FEESO ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 will remain status quo.

C7.2.1 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as term of the local collective agreement in effect as of August 31, 2014, the boards will continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the existing employer co-pay in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount</u>	<u>Employer % Co-Pay</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective

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October 24, 2019

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agreements which is based on the number of days worked in the previous school year and varies by board. Payments will be provided to the eligible daily occasional teacher on a monthly basis.

ii. In addition, increases shall be provided in each of the following years:

September 1, 2019: 1%

September 1, 2020: 1%

September 1, 2021: 1%

iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF/FEESO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF/FEESO ELHT are not eligible for pay in lieu of benefits.

C7.4 WSIB Top-Up - STATUS QUO

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

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- c) Status quo to be determined.

C7.5 Long-Term Disability (Employee Paid Plans) - STATUS QUO

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2019.

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NEW

**MEMORANDUM OF UNDERSTANDING #XX
BETWEEN**

**The Ontario Secondary School Teachers' Federation/Fédération des Enseignantes-Enseignants
des Écoles Secondaires de L'Ontario**
(Hereinafter 'OSSTF/FEESO')

AND

The Ontario Public School Boards' Association
(Hereinafter 'OPSBA')

AND

The Crown

Re: OSSTF/FEESO EMPLOYEE LIFE AND HEALTH TRUST IMPLEMENTATION MATTERS

Funding referred to in Section C7.1 (Funding) of the Central Terms is conditional on agreeing to the terms below and on the OSSTF/FEESO Employee Life and Health Trust ("OSSTF/FEESO ELHT") receiving eligible OSSTF/FEESO retirees as outlined below.

The framework for such agreement will be outlined in the amendment to the OSSTF/FEESO ELHT Trust Agreement.

Surplus/Reserves

All eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans as a result of the transfer of benefit plans to the OSSTF/FEESO ELHT will be allocated between the school board and the employees. The employees' share is to be transferred to the applicable Trust 90 days after all Teachers' Federations, Central Employee Workers' unions or council of unions, and other employee groups have ratified their respective Central Terms or signed an agreement with this process.

- A. For policies where employee groups were tracked separately,
 - (i) The share of the total eligible and available surplus to be transferred to the OSSTF/FEESO ELHT Teachers' separate account is the total OSSTF/FEESO Teachers' eligible and available surpluses multiplied by an amount equal to OSSTF/FEESO represented teachers' employees' pro rata share of employee

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premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.

- B. For policies where multiple employee groups were pooled together,
 - (i) The total eligible and available surpluses will be allocated to each employee group based on the paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
 - (ii) The share of the total eligible and available surplus to be transferred to the OSSTF/FEESO ELHT Teachers' separate account is the total OSSTF/FEESO Teachers' eligible and available surpluses (calculated in B.i above) multiplied by an amount equal to OSSTF/FEESO represented Teachers' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.
- C. For policies where employee groups were tracked separately and pooled together,
 - (i) Separately tracked surpluses are to be subtracted from the total eligible and available surpluses. The share of the separately tracked surpluses is to be transferred to the OSSTF/FEESO ELHT Teachers' separate account as per the process described in section A above.
 - (ii) The remaining eligible and available surpluses are then distributed based on the process described in section B above.

The total surplus amount to be allocated in sections A, B and C, will be based on the school board's final surplus balance as reported by the boards' insurance carriers or, in the case of board-owned defined contribution plans, the boards' financial systems.

All school board reserves for Incurred But Not Reported ("IBNR") claims and Claims Fluctuation Reserve ("CFR") will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

School boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the school board.

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The school boards will not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the distribution of surpluses/reserves to the OSSTF/FEESO ELHT is provided to school boards.

Upon ratification of the Central Terms, OSSTF/FEESO agrees to withdraw all central and local grievances related to eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans.

Retirees

Letter of Understanding #6, forming part of the Central Terms executed on November 2, 2015 between the Crown, OPSBA and OSSTF/FEESO provides that eligible retired OSSTF/FEESO represented employees would move to the OSSTF/FEESO ELHT no later than August 31, 2017.

Despite the successful transition of OSSTF/FEESO represented employees' benefit plans to the OSSTF/FEESO ELHT, the school boards continue to provide health care benefits to eligible retired OSSTF/FEESO represented employees in accordance with the existing benefit plans and co-pay arrangements.

To transition eligible retired OSSTF/FEESO represented employees, the parties agree to the following:

1. Eligible retired OSSTF/FEESO represented employees shall be transitioned to the OSSTF/FEESO ELHT within 120 days of ratification of this Memorandum of Understanding, for those school boards that elect to transition their eligible retired OSSTF/FEESO represented employees to the OSSTF/FEESO ELHT.
2. The OSSTF/FEESO ELHT must provide the following to all school boards with eligible retired OSSTF/FEESO represented employees no later than 30 days following ratification of central terms.
 - a. Premium rates for the OSSTF/FEESO Retiree Plan and supplemental benefits (if required) for the year of the of the transition of Eligible retired OSSTF/FEESO represented employees to the Trust.
 - b. Template for retiree data for the school board to complete.
3. School boards that wish to transition eligible retired OSSTF/FEESO represented employees must within 30 days of receiving the premium rate as noted in #2 above:

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- a. Notify the OSSTF/FEESO ELHT and OSSTF/FEESO whether they are transitioning retirees to the Trust.
 - b. Notify eligible retired OSSTF/FEESO represented employees of the transition to the OSSTF/FEESO Retiree Plan, and related premiums.
 - c. Provide the required data template as per 2.b. within 30 days of notification.
4. School boards that wish to continue coverage for eligible retired OSSTF/FEESO represented employees, within a board sponsored plan, will notify OSSTF/FEESO and the OSSTF/FEESO ELHT no later than 30 days following receipt of the premium rates as outlined in #3 above. If a school board was unable to maintain its retiree coverage with its benefits provider and there were retirees who would have been eligible for coverage under the OSSTF/FEESO ELHT, these retirees will be eligible for coverage under the OSSTF/FEESO ELHT without restriction.
5. The parties agree to amend the OSSTF/FEESO ELHT Agreement and Declaration of Trust by adding an appendix or schedule that includes the following parameters no later than 30 days following the ratification of central terms:
 - a. The trust cannot require school boards that elect to have the OSSTF/FEESO ELHT provide benefit coverage to their eligible retired OSSTF/FEESO represented employees who were covered by the Central Terms at the time of their retirement to enter into separate participation agreements or otherwise impose additional conditions or requirements on school boards not set explicitly out in the trust agreement in order to obtain coverage for those retirees.
 - b. A formula for allocating a terminal deficiency in an accounting division of the retiree plan among school boards whose retirees are enrolled in OSSTF/FEESO ELHT benefits.
 - c. The requirement for the OSSTF/FEESO ELHT to conduct an annual valuation to determine revised premium rates for the OSSTF/FEESO retired employee plan and any supplemental benefits after the initial premium rate is determined. The experience of all retired employees shall be pooled for the purpose of the valuation, with the exception of supplemental benefits.
 - d. A requirement that the Trustees establish a funding policy for the retiree account with, among other things, disclosure to and input by the parties over the

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reserves and margins and other components and the actuarial assumptions, including assumptions and reserves for expenses.

- e. Terms that require the school boards to be responsible for:
 - i. The promises made to retired OSSTF/FEESO employees for the provision of post-retirement benefits, and
 - ii. Determining whether to provide a retired employee with any supplemental benefits.
- f. Terms that require the OSSTF/FEESO ELHT trustees to be responsible for (without derogating from their other duties and responsibilities under the Trust Agreement):
 - i. Assistance in providing information and support to school boards through the process including interfacing with the third-party administrator and insurer as appropriate,
 - ii. Delivering post-retirement benefits to eligible retired employees in accordance with the retiree plan (including any supplemental benefits provided pursuant to an agreement between the OSSTF/FEESO ELHT trustees and the participating employer), and
 - iii. Any negligence in the delivery of such benefits or any failure to deliver post-retirement benefits to eligible retired employees in accordance with the retiree plan.

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C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.2 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of **three (3)** years from September 1, ~~2014~~ **2019** to August 31, ~~2017~~, **2022** inclusive.

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October 24, 2019

OSSTF/FEESO proposal without prejudice

Oct 24, 2019

Re: Sick Leave

In addition to the changes proposed in the brief, OSSTF/FEESO proposes an expansion of the sick leave pilot Member Assistance Program (MAP) that ran jointly with OPSBA in 5 teacher bargaining units in 2018/19 to all OSSTF/FEESO bargaining units. The intent of the MAP is to assist with successful re-entry to the workplace after a prolonged illness or injury.

This proposal includes:

- a) Government funding for the OTIP program,
- b) Training for the school board and union representatives who will be directly involved in implementing the program in the following areas:
 - i. the details of MAP and the responsibilities of those directly involved,
 - ii. accommodation - best practices and creative solutions.

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October 24, 2019