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OPSBA/Crown And OSSTF Teachers Draft Collective Bargaining Brief

September 30 2019

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COMPENSATION

Rationale:

Ontario's subnational debt in 2019/2020 is projected to be \$360 billion – the highest of any jurisdiction in the world. Ontario's interest payments on debt are the fourth largest cost for the government at \$13.1 billion for 2019/2020. The largest cost is healthcare, followed by education, social services and then interest.

Funding for education this year is up from the prior year, and is forecasted to continue to increase. Sustainability in education sector funding can be achieved, in part, with the negotiation of responsible education sector compensation, as total funding for compensation accounts for about 80% of the total.

If inflation were to track at 2% per year, a 2% salary increase in each year would have an annualized cost of approximately \$1.5 billion for all teachers and education workers at the end of the four year term of the collective agreement.

The province recognizes that teachers are instrumental to student success. At an average annual salary of \$92,900 in 2018/2019, Ontario teachers are among the highest paid in Canada.

- Salary increases of up to 1% annually contingent on the full cost of the mutually agreed to proposals.

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT – STATUSQUO

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part "A" shall comprise those terms which are central terms. Part "B" shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part "A" may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

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

C2.1 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

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)~~ four (4) years from September 1, ~~2014~~ 2019 to August 31, ~~2017~~ 2023, inclusive.

C2.3 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS - STATUS QUO

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 “Employee” shall be defined as per the *Employment Standards Act*.

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C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE - STATUS QUO

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS - STATUS QUO

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

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- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.

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- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

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- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

Rationale: Pay-out option has expired.

C6.00 — ~~VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION~~

~~a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.~~

~~b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.~~

~~Pursuant to b) above, the following will apply:~~

~~c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.~~

~~d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.~~

C7.00 BENEFITS

Rationale:

The sustainability of the newly established benefit trust that provides comprehensive major medical, dental and life insurance benefits for teachers and education workers is fundamentally important.

Funding for benefits per full-time equivalency (FTE) has increased from \$3,861 in 2014-15 to \$5,489 for the 2018-19 school year. This represents an increase in funding of 42%, or on average an annual increase of 9.2% per cent per year.

Inflation amounts for the current health and dental plans going forward are forecast at 6% to 8% are not sustainable. The increase over a four-year agreement would cost between \$300 to \$400 million provincially. Plan design and comparison to industry standards highlight components of the design that are out of line with industry norms. Such as unrestricted drug coverage with no limits; above standard Out of Country coverage; and unlimited dental care for basic, periodontal and endodontic coverage.

The following benefits proposal reflects the investment that has been made in the OSSTF ELHT to date and the need for sustainability of the benefits plan.

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The Parties have agreed to participate in the ~~Provincial Benefit Trust, set out in~~ 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, ~~appended Letter of Agreement #6.~~ The date on which ~~the school boards and the bargaining units~~ benefit plan commences participation in the OSSTF/FEESO ELHT shall be referred to herein as the "Participation Date".

C7.1.0 Funding 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.

~~The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.~~

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 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.

C7.1.2 Funding

~~The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.~~

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

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- 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.
 - a. 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,
 - 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
- c) Benefit funding increases of up to 1% annually contingent on the full cost of the mutually agreed to proposals.

Funding will be made retroactive should the conditions 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

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- 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.

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 Cost Sharing Benefits not provided by the OSSTF/FEESO ELHT

- ~~a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.~~
- 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:

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<u>Board</u>	<u>Maximum Funding Amount (with 2017 and 2018 increases)</u>	<u>Employer % Co-Pay</u>
<u>Durham DSB</u>	<u>\$2,454\$2,654</u>	<u>50%</u>
<u>Hastings & Prince Edwards DSB</u>	<u>\$3,680\$3,980</u>	<u>75%</u>
<u>Toronto DSB</u>	<u>\$2,454\$2,654</u>	<u>50%</u>
<u>York Region DSB</u>	<u>\$491\$531</u>	<u>10%</u>

- 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 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. 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 the same a 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 sickleave.
 - 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.
- c) Status quo to be determined.

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

- 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, ~~2014~~ 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or ~~Critically Ill Child Care~~ Critical Illness Leave

- a) Family Medical Leave or ~~Critically Ill Child Care~~ Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation.

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An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

Rationale:

A sustainable sick leave plan that addresses the rise in absenteeism and improves continuity in the classroom for students is crucial. The intention is to ensure that a sick leave plan is available for teachers and that it provides adequate income replacement to those who need access to their sick leave benefits.

Currently, the sick leave plan offers 11 days paid at 100% and 120 days paid at 90% of salary for a total of 131 days within a school year that is 194 days. A teacher who has returned to work following a sick leave in the previous school year may access another 131 days of paid sick leave as long as they return to work for 11 consecutive days.

OSSTF sick leave usage has increased from 9.7 days in 2014-15 to 10.95 days in the 2017-18 school year, representing an increase of 1.25 days (12.9%). Workers in Ontario took an average of 8.6 sick days in 2017, and 9.1 sick days in 2018.

The cost of providing OSSTF teachers with 1 day of sick leave is approximately \$5.4M. This represents approximately \$34M for all teachers across the province.

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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~~ sixty percent (60%) 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~~60% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- 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

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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~~ 60% 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.
- 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

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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.
- 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.

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- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT –STATUS QUO

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process ~~to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives~~ at the Ministry Initiatives Committee.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS – STATUS QUO

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 CLASS SIZE

- Propose discussion on alternatives to the March 15, 2019 class size announcements including amendments to local collective agreement language.

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C14.00 ADDITIONAL PROFESSIONAL ASSIGNMENTS

Rationale

The continuity of instruction for students with teachers who are part of the school community ensures that learning opportunities are provided that support student success and well-being. Further, the commitment of teachers to the safety of our students extends beyond the classroom. In order to ensure ongoing and appropriate supervision of students, schools depend on the flexibility to assign teachers these duties.

- Reduce the restrictions contained in the local collective agreements on Additional Professional Assignments (APAs).

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APPENDIX A – RETIREMENT GRATUITIES STATUS QUO

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

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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: <i>(Please print)</i>	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 *(please do not include diagnosis)*:

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> :								
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 <i>(please specify)</i> :	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other <i>(please specify)</i> :	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 <i>(please specify)</i>:</td> <td><input type="checkbox"/> Other <i>(please specify)</i>:</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 <i>(please specify)</i> :	<input type="checkbox"/> Other <i>(please specify)</i> :
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other <i>(please specify)</i> :	<input type="checkbox"/> Other <i>(please specify)</i> :										

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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 <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
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:		Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			
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.			
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) _____			
Date: _____			
Telephone Number: _____			

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Fax Number:	_____
Signature:	_____

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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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EXPIRED - REMOVE

Rationale: Meetings regarding Regulation 274 have concluded.

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

~~RE: Regulation 274 – Hiring Practices~~

~~The parties and the Crown agree that hiring for Long Term Occasional and permanent positions as set out in Regulation 274 under the Ontario Education Act is governed solely by and contained exclusively in that regulation and is outside the purview of this collective bargaining process.~~

~~The parties and the Crown agree to meet to discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.~~

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REMOVE

Rationale: Addressed earlier in the document.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

Re: Class Size

~~The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*. However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.~~

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RETAIN: AS REQUIRED

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in ~~2008/2012 the~~ local collective agreements, ~~subject to modifications made during local bargaining in 2013~~. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues: **TO BE UPDATED AS NECESSARY**

- Short Term Paid Leave (excluding usage)

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AMEND AND RETAIN AS REQUIRED

Rationale: Now in the local collective agreement.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices ~~to reflect the provisions of the 2012-13 MOU~~. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. ~~PREGNANCY LEAVE BENEFITS~~

~~Common Central Provisions~~

- ~~a) The Employer shall provide for permanent and long term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.~~
- ~~b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.~~

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- ~~e) Teachers hired in a term position or filling a long term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.~~
- ~~d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.~~
- ~~e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.~~
- ~~f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.~~
- ~~g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.~~
- ~~h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.~~
- ~~i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.~~
- ~~j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.~~
- ~~k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.~~

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~~Local Bargaining Units will identify which of the SEB plans below apply in their circumstance.~~

~~The applicable language must be included with the Common Central language above as paragraph 1). The full article should then reside in Part B of the collective agreement;~~

- ~~1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;~~
- ~~2. A SEB plan with existing superior entitlements;~~
- ~~3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.~~

~~2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits~~

~~If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;~~

- ~~a) The top up amount shall be paid for a maximum of four years and six months.~~
- ~~b) The top up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.~~
- ~~c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.~~

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d) ~~Status quo to be determined.~~

3. Short Term Paid Leaves

~~The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year to year.~~

~~Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.~~

4. Retirement Gratuities

~~The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A—Retirement Gratuities.~~

~~Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.~~

~~The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:~~

~~“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.~~

~~The following language applies only to those teachers eligible for the gratuity above:”~~

~~*[insert current Retirement Gratuity language from local collective agreement]*~~

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NEW

LETTER OF AGREEMENT #XX

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

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COMPLETED - REMOVE

Rationale: Hiatus on Ministry initiatives has ended.

APPENDIX II TO OSSTF Teachers MOS

MEMORANDUM OF AGREEMENT #1

BETWEEN

~~The Ontario Secondary School Teachers' Federation~~

~~(hereinafter called the 'OSSTF')~~

AND

~~The Crown~~

~~RE: Hiatus on Ministry Initiatives~~

~~During the development of the Ministry of Education PPM regarding Ministry/School Board initiatives and collaborative professionalism as per Memorandum #2, any proposed new provincial initiatives, which would impact on workload, classroom quality or testing/data collection will not be introduced.~~

~~This would exclude:~~

- ~~● All existing initiatives;~~
- ~~● Previously announced and/or implemented programs in school boards; and~~
- ~~● New initiatives required to respond to concerns about student safety.~~

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COMPLETED - REMOVE

Rationale: Policy Program Memorandum (PPM) development was completed, see Article C.11 for Ministry Initiatives Committee.

MEMORANDUM OF AGREEMENT #2

BETWEEN

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

AND

~~The Crown~~

~~RE: Ministry/School Board Initiatives~~

Introduction

~~Whereas Ontario's Education system is committed to improving Student Achievement and Well-being;~~

~~Whereas Ontario's Renewed Vision built on a strong foundation of excellence, focuses on Excellence, Well-being, Equity and Public Confidence;~~

~~Whereas Ontario is a world class Education system with exemplary educators at all levels of the organization who possess a collective commitment to sustaining excellence;~~

~~Whereas research on exemplary practice supports further development of the concepts of collaborative professionalism and expands previously held concepts of leadership;~~

~~Whereas perceptions exist in some parts of the sector that initiatives, expectations and practices need to be reviewed;~~

~~Whereas two research studies have been conducted that examine workload and professionalism; and~~

~~Whereas transformation requires change at all levels: Ministry, School Boards, Schools and Classrooms.~~

Ministry Commitment

~~The Ministry of Education commits to:~~

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- ~~1) The establishment of a representative body (transformation team) whose first responsibility is to inform the development of a Policy/Program Memorandum (PPM).~~
- ~~2) The creation of a provincial body with representatives from teacher federations, principal associations, and school board leadership to meet quarterly each year to discuss new~~
- ~~3) initiatives, including implications for training, resources and timing which is different from the body described above.~~
- ~~4) The creation of a PPM that will clarify and commit to a renewed collaborative professionalism and leadership in Ontario's education system.~~
- ~~5) The completion of the PPM no later than May 31, 2016.~~

Please note that two different tables will be created as described above in the Ministry commitments.

Scope of Policy/Program Memorandum

This PPM would include the following concepts:

- ~~1) The establishment of a vision for collaborative professionalism that improves student achievement and well being;~~
- ~~2) The determination of the appropriate balance between external accountability and internal responsibility;~~
- ~~3) A review of and a clearer definition about the shared roles and responsibilities regarding assessment and reporting;~~
- ~~4) The development of a process of review for the representative provincial body looking at initiatives which may include but is not limited to:
 - ~~• Providing input into the review, development, implementation and evaluation of new initiatives;~~
 - ~~• Guiding appropriate timing and pacing of new initiatives;~~
 - ~~• Integrating possible new initiatives, materials and resources with existing practice and taking into consideration the impact of initiatives on existing demands of teachers, school and board leaders;~~
 - ~~• Sharing exemplary implementation practices;~~
 - ~~• Discussing training and professional learning requirements to support the implementation of new initiatives;~~
 - ~~• Understanding that some expectations and practices are no longer relevant in today's context and may need to be stopped, adjusted or changed while other expectations and practices may need to emerge, something that will be reviewed by the provincial body described above whose mandate is to discuss initiatives;~~~~
- ~~5) Direction to School Boards to create a mechanism or to use existing mechanisms to foster consultation, collaboration and communication with local unions, federations and associations for the implementation of new initiatives;~~

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~~6) Evidence from the workload studies that will enhance and improve collaborative professionalism;~~

~~7) The transformation of our vision of leadership to foster collaborative learning cultures, which promotes and enhances teacher leadership in classrooms, school, and in school boards while honouring the role and responsibilities of formal leaders; and~~

~~8) The review of the concept of professional judgement in the context of effective collaborative learning cultures.~~

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COMPLETED - REMOVE

Rationale: Regulation was amended to provide a total of seven (7) Professional Activity (PA) Days.

MEMORANDUM OF AGREEMENT #3

BETWEEN

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

AND

~~The Crown~~

RE: Professional Activity Days

~~The Ministry of Education will recommend to the Lieutenant Governor in Council that, by regulation, effective September 1, 2015, the number of instructional days be changed from 188 to 187 and the number of Professional Activity (PA) Days be increased from 6 to 7. For clarity, the total number of school days would remain at 194.~~

~~This additional PA Day would be in support of Ministry/School Board initiatives.~~

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NEW

**MEMORANDUM OF UNDERSTANDING #XX
BETWEEN**

**The Ontario Secondary School Teachers' Federation/Fédération des Enseignates-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 premiums based on the employees' co-share payment (including chargebacks for

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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.

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.

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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:
 - 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.

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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 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.

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- 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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THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter

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1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

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2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other 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 school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust,

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other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

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4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 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 board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

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- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).

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- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
- ii) that the deficit described in i) is not related to plan design changes,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as

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defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

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- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

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