



# **CTA/Crown And OSSTF Education Workers Draft Collective Bargaining Brief**

October 1, 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.

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

### **C1.0 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS) – STATUS QUO**

#### **C1.1 Separate Central and Local terms**

- a) The collective agreement shall consist of 2 (two) parts: Central Terms and Local Terms.

#### **C1.2 Implementation**

- a) *Central Terms* 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.

#### **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.

### **C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)**

#### **C2.1 Term of Agreement**

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- 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.

## **C2.2 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.

## **C2.3 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 *School Boards Collective Bargaining Act*, and *Labour Relations Act*. For greater clarity:
  - 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.
- 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.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

## **C3.0 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 Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:

ACÉPO refers to the Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.

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AFOCSC refers to the Association franco-ontarienne des conseils scolaires Catholiques as the designated bargaining agency for every French-language Catholic district school board.

OCSTA refers to Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.

OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.3 "Employee" shall be defined as per the *Employment Standards Act*.

C3.4 "Casual Employee" means,

- i. a casual employee within the meaning of the local collective agreement,
- ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work

C3.5 "Term Assignment" means, in relation to an employee,

- i. a term assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

#### **C4.0 CENTRAL LABOUR RELATIONS COMMITTEE – STATUS QUO**

C4.1 The CTA and OSSTF/FEESO 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.

C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA. The parties agree that the Crown may attend meetings.

C4.6 OSSTF/FEESO and CTA representatives will each select one co-chair.

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C4.7 Additional representatives may attend as required by each party.

## **C5.0 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**

- i. 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.
- ii. The "Central Parties" shall be defined as the employer bargaining agency, comprised of: the Ontario Public School Boards' Association (OPSBA), l'Association des conseils scolaires des écoles publiques de Ontario (ACÉPO), l'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC), Ontario Catholic School Trustees' Association (OCSTA), hereinafter the Council of Trustees' Associations (the "Council"), and the Ontario Secondary School Teachers' Federation, OSSTF/FEESO.
- iii. The "Local Parties" shall be defined as the Board or the local OSSTF/ FEESO bargaining unit party to a collective agreement.
- iv. "Days" shall mean regular school days.

### **C5.2 Central Dispute Resolution Committee**

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the central parties.
- iii. The central parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.

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- c. To withdraw a grievance.
  - d. To mutually agree to refer a grievance to the local grievance procedure.
  - e. To mutually agree to voluntary mediation.
  - f. To refer a grievance to final and binding arbitration at any time.
- iv. The Crown shall have the following rights:
- a. To give or withhold approval to any proposed settlement between the central parties.
  - b. To participate in voluntary mediation.
  - c. To intervene in any matter referred to arbitration.
- v. 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.
- vi. 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.
- vii. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

### **C5.3 Language of Process**

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

- a) Where such a dispute is filed :
  - i. The decision of the committee shall be available in both French and English.
  - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

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**C5.4 Grievance Shall Include**

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A detailed statement of any relevant facts.
- iv. The remedy requested.

**C5.5 Referral to the Committee**

- i. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- ii. A central party shall refer the grievance forthwith to the Committee 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.
- iii. The Committee shall complete its review within 20 days of the grievance being filed.
- iv. 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.
- v. All timelines may be extended by mutual consent of the parties.

**C5.6 Voluntary Mediation**

- i. The central parties may, on mutual agreement, request the assistance of a mediator.
- ii. 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.
- iii. Timelines shall be suspended for the period of mediation.

**C5.7 Selection of the Arbitrator**

- i. Arbitration shall be by a single arbitrator.
- ii. The central parties shall select a mutually agreed upon arbitrator.
- iii. The central parties may refer multiple grievances to a single arbitrator.

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

#### **C6.0 EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED) – STATUS QUO**

Commencing September 1, 2016 for employees hired on or after this date, all school boards will ensure that mandatory OMERS enrollment is extended to employees that meet the following three (3) criteria:

- fills a continuing full-time position with the employer;
- regularly works the employer's normal full-time work-week, defined as no less than thirty-two (32) hours per week; and
- regularly work at least ten (10) months of the year (including paid vacation).

Notwithstanding the above, employees hired prior to September 1, 2016 who meet the above three (3) criteria will be offered the opportunity to enroll in OMERS, commencing September 1, 2016.

#### **C7.0 SPECIALIZED JOB CLASSES – STATUS QUO**

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

#### **C8.0 WORK YEAR – STATUS QUO**

The fulltime work year for all employees' employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

#### ~~**C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**~~

Rationale: Pay-out option has expired.

- ~~a) An Employee 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 employee's normal retirement date.~~

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~~b) The employee 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 61 less the employee's age as at June 30, 2016.~~

~~d) If an Employee is 61 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.~~

## **C10.0 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 \$3,660 in 2014-15 to \$5,489 for the 2018-19 school year. This represents an increase in funding of 50%, or on average an annual increase of 10.6% 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.

~~Parties have agreed to participate in the Provincial Benefit Trust set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date". 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:~~

The Parties have agreed to include in a historical appendix LOA #15 (Benefits) of the 2014-17 Agreement on Central Terms.

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

### **C10.1.0 ELHT Benefits**

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

~~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:

### **C10.1.1 Eligibility and Coverage**

- a) The OSSTF/FEESO ELHT will maintain eligibility for OSSTF represented education workers who are covered by the Local Collective Agreement ("OSSTF represented education workers") and currently eligible for benefits in collective agreements.
- b) With the consent of the central parties, the OSSTF/FEESO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.
- c) Retirees who were previously represented by OSSTF/FEESO-EW, 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.

### **C10.1.2 Funding**

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

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Funding related to the OSSTF/FEESO ELHT for the OSSTF education worker benefit plan will be based on the following:

- a) A reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the OSSTF education worker benefit plan per FTE (adjusted for an additional 4% amount prorated for 8 months) and the funded amount in place as of September 1, 2018 (ie. \$5,489). This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019.
  - i. The total cost represents the actual costs related to the delivery of benefits of the OSSTF/FEESO benefit plan for OSSTF represented education workers. Total cost is defined as the total cost on the OSSTF/FEESO ELHT's audited financial statements for the cost of the OSSTF education worker's benefit 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 as what is reported in Appendix H for the following two periods: March 2018 per the 2017-18 financial statements and October 2018 per the 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-Education Worker retired employees as per Memorandum of Understanding #X,
  - ii. OSSTF/FEESO receiving eligible OSSTF/FEESO-Education Worker retirees as per Memorandum of Understanding #X, and
  - iii. OSSTF/FEESO agreeing to the process of transferring the employee share of board-owned plan surpluses to the OSSTF/FEESO education worker benefit plan as per Memorandum of Understanding #X.
- c) Benefit funding increases of up to 1% annually contingent on the full cost of the mutually agreed to proposal.

Funding will be made retroactive should the conditions in b) be met.

### **C10.1.3 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.

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- 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 Board to the Plan's Administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the Board in Appendix H for each school year ending August 31<sup>st</sup>. If the reconciliation of FTE results in any identified differences in funding, those funds will be remitted to or recovered from the OSSTF/FEESO ELHT in a lump sum upon collection from the Trust Administrator.
- d) In the case of a dispute regarding the FTE used to determine the Board's benefit contributions to the OSSTF/FEESO ELHT, the dispute will be resolved between the Board and OSSTF/FEESO.

#### **C10.1.4 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.

#### **C10.1.5 Privacy**

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

#### **C5.2 Cost Sharing C.10.2 Benefits not provided by the ELHT**

- ~~a) With respect to the funding in C5.1a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.~~
- a) Any further 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.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees 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.

#### **C10.3 Payment in Lieu of Benefits**

- a) All employees not transferred to the ~~Trust~~ 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.

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- b) Permanent instructors employed by the Waterloo Catholic District School Board, Simcoe County District School Board and Ottawa Carleton District School Board shall be eligible for inclusion in the OSSTF ELHT no later than November 1, 2017. Upon inclusion in the ELHT any payments in lieu of health, life and dental benefits provided in accordance with local agreements shall cease.
- c) 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.

~~C5.4 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.~~

## **C11.0 STATUTORY LEAVES OF ABSENCE/SEB**

### **C11.1 Family Medical Leave or ~~Critically Ill Child Care Leave~~ Critical Illness Leave**

- a) Family Medical Leave or ~~Critically Ill Child Care leaves~~ Critical Illness leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee 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 an employee 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 employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. 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 employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee 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

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work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be 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 employee 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.

## **C12.0 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 education workers 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. An education worker 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 education worker sick leave usage has increased from 11.75 days in 2014-15 to 14.52 days in the 2017-18 school year, representing an increase of 2.77 days (23.6%). 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 education workers with 1 day of sick leave is approximately \$2.4M. This represents approximately \$12.7M for all education workers across the province.

### **C12.1 Sick Leave/Short Term Leave and Disability Plan**

- 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. In all instances, appointments shall be scheduled outside of working hours, where possible. Casual employees are not entitled to benefits under this article.

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b) Sick Leave Days

Subject to paragraphs C12.1 d) i-vi below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees 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 C12.1 d) i-vi below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ~~ninety~~ sixty percent (~~90~~ 60%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C12.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C12.1 d) i-vi below.

- i. An employee 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. Where an employee 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 employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. Where an employee 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 employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated

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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 advance prior to the new allocation being provided.

- v. 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. Employees 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 employees 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 Employees in a Term Assignment

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

- i. Employees 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 their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.

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- 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. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term 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 Employee 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.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

h) Pension Contributions While on Short Term Disability

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**Contributions for OMERS Plan Members:**

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

**Contributions for OTPP Plan Members:**

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

### **C13.0 MINISTRY INITIATIVES**

OSSTF/FEESO education workers 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.

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## **APPENDIX A – RETIREMENT GRATUITIES – STATUS QUO**

### **A. Sick Leave Credit-Based Retirement Gratuities (where applicable)**

1. An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
2. If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee'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 Employee on August 31, 2012; and
  - (b) the Employee's salary as of August 31, 2012.
3. If a sick leave credit gratuity is payable upon the death of an Employee, 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 Employees 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 board, 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 Employee have ten (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. Peterborough Victoria Northumberland and Clarington Catholic District School Board
  - vi. Hamilton-Wentworth Catholic District School Board
  - vii. Waterloo Catholic District School Board
  - viii. Limestone District School Board
  - ix. Conseil scolaire catholique MonAvenir ~~de district catholique Centre-Sud~~
  - x. Conseil scolaire Viamonde

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**B. Other Retirement Gratuities**

An employee 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**

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

**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.

<b>Employee Name:</b> <i>(Please print)</i>	<b>Employee Signature:</b>
<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

**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.**

<b>PHYSICAL (if applicable)</b>											
<b>Walking:</b> <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> ):	<b>Standing:</b> <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> ):	<b>Sitting:</b> <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> ):	<b>Lifting from floor to waist:</b> <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> ):								
<b>Lifting from Waist to Shoulder:</b> <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> ):	<b>Stair Climbing:</b> <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> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <table> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></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>		<b>Left Hand</b>	<b>Right Hand</b>	<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> ):
<b>Left Hand</b>	<b>Right Hand</b>										
<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"/> <b>Bending/twisting</b> repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> 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
<b>2B: COGNITIVE (please complete all that is applicable)</b>			
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <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 <i>(Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>			
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:</b>			
<b>3: Health Care Professional to complete.</b>			
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: <b>dd</b> <b>mm</b> <b>yyyy</b>	
<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			
<b>Please check one:</b>			
<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. <b>Complete section 2 (A &amp; B) &amp; 3</b> <input type="checkbox"/> I have reviewed <u>the sections above</u> 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 <u>above</u> .			
Recommended date of next appointment to review Abilities and/or Restrictions:		dd        mm        yyyy	
<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b> _____			
<b>Date:</b> _____			

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<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Signature:</b>	

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**AMENDED RETAIN**

**LETTER OF AGREEMENT #1**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**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:

- ~~a. Requirements for the provision of an initial medical document.~~
- b. Responsibility for payment for medical documents.

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

~~This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2017.~~

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**COMPLETED - REMOVE**

Rationale: Sub Committee's study on the compensation of regulated support staff was completed.

**LETTER OF AGREEMENT #3**

**BETWEEN**

~~The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')~~

**AND**

~~The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')~~

**AND**

~~The Crown/Couronne~~

**RE: ~~Regulated Support Staff Compensation Sub-Committee~~**

~~Whereas there are varying salaries of OSSTF/FEESO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:~~

~~Within thirty (30) days of ratification of the final local agreement, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:~~

- ~~• Up to two (2) selected by and representing the Crown;~~
- ~~• Up to four (4) selected by and representing the CTA/CAE; and,~~
- ~~• Up to six (6) selected by and representing OSSTF/FEESO.~~

~~The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain OSSTF/FEESO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants and skilled trades are not included in this group.~~

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~~The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.~~

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**AMEND AND RETAIN**

Rationale: Job security provisions to continue with a new protected complement date

**LETTER OF AGREEMENT #4**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**RE: Job Security**

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as of the date of central ratification (the "Protected Complement Date") ~~at date of central ratification.~~ The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of Protected Complement Date ~~the date of central ratification~~, the Board undertakes to maintain its Protected Complement, except in cases of:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment;
  - c. School closure and/or school consolidation; or
  - d. Funding reductions ~~directly related to services provided by bargaining unit members.~~
3. Where complement reductions are required pursuant to 2b, and d, above, they shall be achieved as follows:
  - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and

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- b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.
4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is any position that becomes vacant after the Protected Complement Date and is not filled by the employer, defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of central ratification. For clarity, positions may become vacant through resignation, retirement, dismissal, internal posting/transfer processes or any other manner.
5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
- ~~7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades~~
8. Any ~~and all~~ existing local collective agreement job security provisions ~~remain~~ will be deleted.
9. This Letter of Agreement expires on August 30, 2017~~23~~.

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**COMPLETED - REMOVE**

Rationale: Early Childhood Educators Work Group completed work and provided recommendations.

**~~LETTER OF AGREEMENT #5~~**

**~~BETWEEN~~**

**~~The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')~~**

**~~AND~~**

**~~The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')~~**

**~~AND~~**

**~~The Crown/Couronne~~**

**~~RE: Early Childhood Educators Work Group~~**

~~The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of up to twelve (12) members shall be established as follows:~~

- ~~• Up to two (2) selected by and representing the Crown;~~
- ~~• Up to four (4) selected by and representing the CTA/CAE; and,~~
- ~~• Up to six (6) selected by and representing OSSTF/FEESO~~

~~The work group shall convene to consider and make recommendations concerning, but not limited to the following:~~

- ~~• Compensation rates and methods~~
- ~~• Hours of work~~
- ~~• Preparation time~~
- ~~• FDK class size and split classes~~
- ~~• Extended day program~~
- ~~• Staffing levels~~
- ~~• Professional collaboration and development~~

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~~The work group shall make joint recommendations to the parties no later than June 30, 2016.~~

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**AMEND AND RETAIN**

**LETTER OF AGREEMENT #6**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**BETWEEN**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**Re: ~~Provincial Health and Safety Working Group~~ Provincial Working Group - Health and Safety**

The parties ~~agree~~ confirm their intent to continue to participate in the ~~Provincial Health and Safety Working Group~~ 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. ~~Areas for discussion may include:~~

- ~~• Violence in the Workplace;~~
- ~~• Occupational health and safety training, including training for OSSTF/FEESO members;~~
- ~~• Caring and Safe Schools as it relates to OSSTF/FEESO members;~~
- ~~• Health and safety considerations in high risk areas of the school; and~~
- ~~• Any other health and safety matters raised by either party.~~

~~The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.~~

~~OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.~~

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

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**AMEND AND RETAIN**

**LETTER OF AGREEMENT #7**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**RE: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the ~~2015-2016 and 2016-2017~~ 2019-2020, 2020-2021, 2021-2022, and 2022-2023 school years. Employees approved for SULP days shall not be replaced.

For employees who work a ten (10) month year a school board will identify:

- 1) ~~up to two (2) Professional Activity days in the 2015-2016 school year;~~
- 2) two (2) Professional Activity days in each of the years outlined above ~~the 2016-2017 school year;~~  
that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the ~~2015-2016 and 2016-2017~~ school years listed above. ~~These~~ Each employees will be eligible to apply for up to two (2) days leave in each of these years ~~2015-2016 and 2016-2017 school years~~.

For the ~~2015-2016~~ 2019-2020 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the ~~2016-2017~~ remaining school years, the days will be designated by June 15, ~~2016~~ of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave for the ~~2016-2017~~ school year by no later than September 30, ~~2016~~ of the current school year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee.

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Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, ~~2017~~ 2023.

The proposal contained herein is made without prejudice to the rights and privileges retained by the Crown and CTA. Further, the Crown and CTA reserve the right to amend, augment or delete any aspect of this proposal. The Crown and CTA are not bound by any errors or omissions contained in this document.

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**RETAIN: AS REQUIRED**

**LETTER OF AGREEMENT #8**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**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~~ 2014-2017 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:

1. Short Term Paid Leaves (number of days)
2. Work Day, Work Week, Work Year – excluding scheduling
3. DECE Preparation Time

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**RETAIN: AS REQUIRED**

## LETTER OF AGREEMENT #9

BETWEEN

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**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~~

#### Definitions

- a) ~~"casual employee" means,~~
  - i. ~~a casual employee within the meaning of the local collective agreement,~~
  - ii. ~~if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or~~
  - iii. ~~if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work~~
- b) ~~"term assignment" means, in relation to an employee,~~
  - i. ~~a term assignment within the meaning of the local collective agreement, or~~
  - ii. ~~where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment~~

#### Common Central Provisions

- a) ~~The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible~~

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~~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 Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee 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.~~
- ~~c) Employees in term assignments 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) Casual employees are not entitled to pregnancy leave benefits.~~
- ~~e) The employee 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) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.~~
- ~~g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.~~
- ~~h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.~~
- ~~i) If an employee begins pregnancy leave while on 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.~~

~~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 I).~~

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~~full article should then reside in Part B of the collective agreement:~~

- ~~i) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee 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 employee receives from E.I. and their regular gross pay;~~
- ~~ii) A SEB Plan with existing superior entitlements;~~
- ~~iii) 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, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.~~

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

~~Where a class of employees was entitled to receive WSIB top up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave in the 2014-2017 collective agreement. The top up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.~~

~~Employees who were receiving WSIB top up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top up prior to September 1, 2012.~~

~~For boards who did not have WSIB top up prior to the MOU, status quo to be determined.~~

## ~~3. Short Term Paid Leaves~~

~~The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective agreement that utilized 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. For clarity, those boards that had five (5) or less shall remain at that level. Boards that had five (5) or more days shall be capped at five (5) days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.~~

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~~Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement. Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.~~

#### ~~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*.~~

~~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. An Employee 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 Employee had accumulated and was eligible to receive as of that day.~~

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

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

#### ~~5. Long Term Disability (LTD)~~

~~The Long Term Disability (LTD) waiting periods, if any, contained in the 2008-2012 collective agreement should be retained as written. However, to reflect current requirements, plans with a waiting period of more than 130 days shall cause the Short Term Leave and Disability Plan to be extended to the minimum waiting period required by the plan.~~

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**COMPLETED - REMOVE**

Rationale: Work of joint central committee completed.

**LETTER OF AGREEMENT #10**

**BETWEEN**

**~~The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')~~**

**AND**

**~~The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')~~**

**~~RE: Long Term Disability (LTD) Plan Working Group~~**

~~The parties acknowledge that increases in premiums for LTD plans are a significant issue.~~

~~The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.~~

~~A joint central committee of board staff and OSSTF/FEESO members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:~~

- ~~i. Exploring a common plan through a competitive tendering process~~
- ~~ii. Exploring other delivery options through a competitive tendering process~~
- ~~iii. Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.~~

~~The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.~~

The proposal contained herein is made without prejudice to the rights and privileges retained by the Crown and CTA. Further, the Crown and CTA reserve the right to amend, augment or delete any aspect of this proposal. The Crown and CTA are not bound by any errors or omissions contained in this document.

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**AMEND AND RETAIN**

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**Re: Additional Professional Activity (PA) Day**

The parties confirm that ~~should there will continue to be an additional PA Day beyond the current six (6) PA days in the 2015-16 and/or the 2016-17 school years~~ seven (7) PA days during the term of this collective agreement. There will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional the seventh PA days. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as Sulp days.

The proposal contained herein is made without prejudice to the rights and privileges retained by the Crown and CTA. Further, the Crown and CTA reserve the right to amend, augment or delete any aspect of this proposal. The Crown and CTA are not bound by any errors or omissions contained in this document.

The information contained in this document is for the purposes of collective bargaining. In keeping with the established practice of the parties, the Crown and CTA do not intend to make these proposals public. However, if the OSSTF would like to post these proposals publicly, the Crown and CTA hereby provide their consent to a public posting. This consent is provided on the condition that the proposal document be posted in its entirety without any alteration.

**RETAIN**

Rationale: CTA and Crown continue to acknowledge and support the implementation of the children's Mental Health Strategy, the Special Needs Strategy and other initiatives within the province of Ontario.

**LETTER OF AGREEMENT #12**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**RE: Children's Mental Health, Special Needs and Other Initiatives**

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace OSSTF/FEESO members, nor diminish their hours of work.

The proposal contained herein is made without prejudice to the rights and privileges retained by the Crown and CTA. Further, the Crown and CTA reserve the right to amend, augment or delete any aspect of this proposal. The Crown and CTA are not bound by any errors or omissions contained in this document.

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**COMPLETED - REMOVE**

Rationale: Development of training module completed through the work of the PWGHS.

**LETTER OF AGREEMENT #13**

**BETWEEN**

~~The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')~~

**AND**

~~The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')~~

**AND**

~~The Crown/Couronne~~

**RE: ~~Violence Prevention Training~~**

~~OSSTF/FEESO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.~~

~~The Central Labour Relations Committee will consider the following points in developing the training module program including:~~

- ~~• Causes of violence;~~
- ~~• Factors that precipitate violence;~~
- ~~• Recognition of warning signs;~~
- ~~• Prevention of escalation; and~~
- ~~• Controlling and defusing aggressive situations.~~
- ~~• Employee reporting obligations~~

~~The training program will be made available to boards and OSSTF/FEESO no later than November 30, 2016.~~

~~Local boards will consult with local unions regarding the implementation of the training program.~~

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**NEW**

**MEMORANDUM OF UNDERSTANDING #XX**

**BETWEEN**

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

**AND**

**The Council of Trustees' Association/Conseil Des Associations D'Employeurs  
(Hereinafter 'CTA/CAE')**

**AND**

**The Crown**

**Re: OSSTF-EW EMPLOYEE LIFE AND HEALTH TRUST IMPLEMENTATION MATTERS**

Funding referred to in Section C10.1 (Funding) of the Central Terms is conditional on agreeing to the terms 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 signed their respective Central Terms or other agreements 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 Education Workers' separate account is the total OSSTF/FEESO education workers' eligible and available surpluses multiplied by an amount equal to OSSTF/FEESO represented education workers' employees' pro rata share of employee premiums based on the

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

- B. For policies where multiple employee groups were pooled together,
- (i) The total eligible and available surpluses will be allocated to each employee group based on the paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
  - (ii) The share of the total eligible and available surplus to be transferred to the OSSTF/FEESO ELHT Education Workers' separate account is the total OSSTF/FEESO education workers' eligible and available surpluses (calculated in B.i above) multiplied by an amount equal to OSSTF/FEESO represented education workers' 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 Education Workers' 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.

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

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### **Retirees**

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

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

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

1. Eligible retired OSSTF/FEESO represented education workers 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 education workers to the OSSTF/FEESO ELHT.
2. The OSSTF/FEESO ELHT must provide the following to all school boards with eligible retired OSSTF/FEESO represented education workers no later than 30 days following ratification of central terms.
  - a. Premium rates for the OSSTF/FEESO-EW Retiree Plan and supplemental benefits (if required) for the year of the transition of Eligible retired OSSTF/FEESO represented education workers 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 education workers must within 30 days of receiving the premium rate as noted in #2 above:
  - a. Notify the OSSTF/FEESO ELHT and OSSTF/FEESO-EW whether they are transitioning retirees to the Trust.
  - b. Notify eligible retired OSSTF/FEESO represented education workers of the transition to the OSSTF/FEESO Retiree Plan, and related premiums.
  - c. Provide the required data template as per 2.b. within 30 days of notification.
4. School boards that wish to continue coverage for eligible retired OSSTF/FEESO represented education workers, within a board sponsored plan, will notify OSSTF/FEESO-EW 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.

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

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**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

**LETTER OF AGREEMENT #2**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**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 (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The OSSTF-EW shall request inclusion into the OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should OSSTF-EW fail to reach agreement, consistent with the parameters contained herein, by January 15, 2016, the parties to this LOA will meet to consider other options.

The parties to this LOA agree to comply with the Trust's requirements. The provisions of the agreement between OSSTF-EW and OSSTF shall be reflected in the OSSTF trust participation agreement. The provisions contained herein shall be applicable to OSSTF-EW within the Trust.

The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than August 31, 2017 and may vary by Board.

**1.0.0 GOVERNANCE**

1.1.0 OSSTF-EW shall be a separate division within the Trust and accounted for separately.

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1.2.0 The parties confirm their intention to do the following:

a) Provide education workers access to the same plan as that of the teacher's plan.

b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

## **2.0.0 ELIGIBILITY and COVERAGE**

2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 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.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

## **3.0.0 FUNDING**

### **3.1.0 Start-Up Costs**

3.1.1 The Government of Ontario will provide:

d. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.

e. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (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.)

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as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- 3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

### **3.2.0 On-Going Funding**

- 3.2.1 On the day the Board commences 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 Board's surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board 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.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board 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 Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 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.
- The 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.
- 3.2.6 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.

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- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the 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 the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
- 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. By August 31, 2016 for Board-owned defined benefit plans, the Boards 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, auditing 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 district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.  
Total Cost excludes retiree costs and casual employee costs.  
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
    - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
  - c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, 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, it shall be subject to the Central Dispute Resolution process.
    - i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).  
Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the

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CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to 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 LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,
  - iii) 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. If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards 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.
- h. With respect to casual employees and term assignments, 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 for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as

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- required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> 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.
- l. 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 between the Board and the OSSTF Provincial Office.
- m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.
- n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

#### **4.0.0 TRANSITION COMMITTEE**

- 4.1.0 Subject to the approval of OSSTF, OSSTF-EW may have representation on the OSSTF transition committee regarding all matters that may arise in the creation of the OSSTF-EW division.

#### **5.0.0 PAYMENTS**

- 5.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the OSSTF-EW members must be provided to the Trust in accordance with the Letter of Agreement.

#### **6.0.0 ENROLMENT**

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

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- 6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

### **7.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

### **8.0.0 CLAIMS SUPPORT**

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

### **9.0.0 PRIVACY**

- 9.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

The proposal contained herein is made without prejudice to the rights and privileges retained by the Crown and CTA. Further, the Crown and CTA reserve the right to amend, augment or delete any aspect of this proposal. The Crown and CTA are not bound by any errors or omissions contained in this document.

The information contained in this document is for the purposes of collective bargaining. In keeping with the established practice of the parties, the Crown and CTA do not intend to make these proposals public. However, if the OSSTF would like to post these proposals publicly, the Crown and CTA hereby provide their consent to a public posting. This consent is provided on the condition that the proposal document be posted in its entirety without any alteration.

#### Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the OSSTF ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the OSSTF ELHT and the employer representatives:

1. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
  1. names;
  2. benefit classes;
  3. plan or billing division;
  4. location;
  5. identifier;
  6. date of hire;
  7. date of birth;
  8. gender;
  9. default coverage (single/couple/family).
10. estimated return to work dates;
11. benefit claims history as required by the Trustees;
12. list of approved pre-authorizations and pre-determinations;
13. list of approved claim exceptions;
14. list of large amount claims based on the information requirements of the Trustees;
15. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

The proposal contained herein is made without prejudice to the rights and privileges retained by the Crown and CTA. Further, the Crown and CTA reserve the right to amend, augment or delete any aspect of this proposal. The Crown and CTA are not bound by any errors or omissions contained in this document.