

MEMORANDUM OF SETTLEMENT

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

BETWEEN:

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
hereinafter: "OPSBA"

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
hereinafter: "OSSTF"

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that this Memorandum and attached Appendix I and II form the basis of a full and final settlement of the current round of Central negotiations. The parties and the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendix to their respective principals.
2. Attached as Appendix II are three memoranda agreed to by OSSTF and the Crown that do not form part of the collective agreement between the parties.
3. Ratification of the Central terms by both parties and agreement of the Crown shall be deemed to have occurred on the latest date on which ratification occurs by OSSTF and by OPSBA and by agreement of the Crown. The Parties will endeavor to complete the central ratification process by September 18, 2015.
4. Except as provided otherwise in the terms of the Memorandum of Settlement or accompanying appendix, all provisions shall be effective on the date of the ratification/arbitration of the local terms, as per Section 39 (6, 7) of the *School Boards Collective Bargaining Act*.
5. Any compensation items that are retroactive shall be paid no later than sixty (60) days following ratification/arbitration of the respective local terms.
6. The collective agreement shall consist of two parts. Part "A" consists of provisions respecting Central issues. Part "B" consists of provisions with respect to Central and Local Issues.
7. The terms herein, and in the accompanying appendix shall form the entirety of the central terms of the collective agreement and any directions to local parties with respect to centrally bargained issues.

8. Appendix I includes agreements reached at the central table that direct local parties with respect to the incorporation of local language on central issues. Such incorporation shall occur as part of the process of finalizing the structure and content of each collective agreement.
9. The Crown shall pay to OSSTF the sum of one million dollars (\$1,000,000) to offset the cost of central collective bargaining no later than ninety (90) days after the ratification process as described in (3) of the Central terms and approval by the Crown.
10. Effective upon the signing of this Memorandum of Settlement, OSSTF agrees to suspend any central teacher/occasional teacher job action pending the outcome of the central ratification process.
11. There shall be no reprisals for any member participating in a strike. No member shall suffer discrimination, harassment, or any form of reprisal brought about as a result of action taken during a strike.
12. The available funding for secondary programming enhancement and voluntary payout of discounted net present value of future retirement gratuities provides for increases to salaries, wages and direct compensation. Boards shall adjust their current salary grids and wage schedules in accordance with the following schedule:
 - September 1, 2014
 - 0%
 - September 1, 2015
 - Restoration of grid movement
 - 1% of earned wages as a part of this bargaining unit as a lump sum payment to all members covered by the collective agreement
 - September 1, 2016
 - 1% adjustment to the salary grids, wage schedules, and to positions of responsibility allowances
 - On the 98th day of the 2016 school year
 - 0.5% adjustment to the salary grids, wage schedules, and to positions of responsibility allowances

13. The grievances set out below will be resolved, and the grievors made whole, without prejudice and precedent:
 - a. 14-0134
 - b. 14-0139
 - c. 14-0203
 - d. 15-0086
14. Subject to the prior approval of Human Resources and Skills Development Canada (HRSDC) where allowable, the Statutory Leave/SEB plans as attached in Appendix I shall be established and implemented within sixty (60) days of the approval by HRSDC.
15. The Parties agree that the issue of EI rebate is a central matter in those boards where the EI rebate is used to fund extended healthcare benefits.
16. The parties agree to resolve the two local benefit reconciliations with Simcoe County DSB and Trillium Lakelands DSB. Their resolution will be contained in independent minutes of settlement. OSSTF agrees to withdraw any related grievances and will not bring forward any related new grievances.
17. Also appended to this MOS is Letter of Agreement #1: Long Term Disability Administration.

Dated at Toronto, this 20th day of August, 2015.

LETTER OF UNDERSTANDING

BETWEEN

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

AND

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

AND

The Crown

RE: Memorandum of Settlement Matters Requiring Follow Up

The following constitutes the list of matters requiring follow up to the Memorandum of Settlement and attached appendices among OSSTF Teachers, OPSBA and the Crown which has been signed subject to the following:

1. Formatting of Appendix I and Appendix II of the MOS.
2. Correction of errors and omissions.
3. Determination of the mechanism for the distribution of the 1% lump sum payment in 2015-2016.
4. Determination of status quo for WSIB top-up language:

For all other employees, unused sick day credits that are funded at 100 percent of annual salary can be used to top up their salaries, in cases where they are working less than a full day while recovering from illness. Unused sick day credits that are funded at less than 100 percent of annual salary can be used to top up their salaries to 90 percent.

Dated this 20th day of August, 2015

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A) Enrolment/Eligibility Administration

- i) Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP ;
- ii) enroll all eligible teachers into the LTD program;
- iii) Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv) keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v) support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi) where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP

B) Premium Administration

- i) Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- ii) submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium

- rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iii) collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence
- iv) support the information and process requirements in the agreed-upon payroll feed (as per A vi) ;
- v) all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program
- vi) process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.)

C) LTD Claims Administration

- i) Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process
- ii) Support the mandatory early intervention process by providing contact information where required
- iii) utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process
- iv) provide teachers with the appropriate claims applications in the event of disability
- v) support, complete and submit the employer statement in the LTD claim process
- vi) support return to work programs for teachers returning from disability including job description, scheduling and salary information)

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D) OSSTF and OTIP are required to:

- i) Provide LTD insurance to eligible OSSTF teachers
- ii) provide the group policy/plan document to Employers and teachers;
- iii) provide claims kits to Employers that provide supporting information about the administrative procedures
- iv) communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis
- v) provide access to teachers on the LTD coverage information
- vi) develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii) provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- viii) participate along with the Board and OTIP in return to work programs.