

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.

- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

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

C2.1 Single Collective Agreement

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

C2.2 Term of Agreement

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

C2.3 Amendment of Terms

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

C2.4 Notice to Bargain

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

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

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

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.

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

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.

- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

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

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

C7.00 BENEFITS

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:

C7.1 Funding

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

C7.2 Cost Sharing

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C7.4 WSIB Top-Up

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

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

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

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critically Ill Child Care Leave

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

to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

b) Sick Leave Days

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

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

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

ninety percent (90%) of regular salary.

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

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

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

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

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

- Patient is capable of returning to work with no restrictions.
- Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	------------------------------------------------------------------------------

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
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LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

Re: Class Size

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

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

- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

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

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

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 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:

1. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

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

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 l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

3. **Short Term Paid Leaves**

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]