

MEMORANDUM OF SETTLEMENT

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

BETWEEN

COUNCIL OF TRUSTEES' ASSOCIATIONS
(hereinafter the 'CTA')

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(hereinafter: 'ETFO')

AND AGREED TO BY

THE CROWN

1. The parties and the Crown agree that this Memorandum and attached Appendices 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 appendices to their respective principals.
2. Attached as Appendix II is a memorandum agreed to by ETFO, the CTA and the Crown that does not form part of the central terms of collective agreements concluded between the parties.
3. Attached as Appendix III is a letter of understanding agreed to by the parties and the Crown referring contested sick leave terms to arbitration.
4. 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 ETFO and by the CTA and by agreement of the Crown. The Parties agree that upon completion of central ratification and Crown approval and local ratification, the central and local terms will take effect at the applicable board. The Parties will endeavor to complete the central ratification process by December 16, 2015.
5. Except as provided otherwise in the terms of the Memorandum of Settlement or accompanying Appendices, all provisions shall be effective on the date of the ratification of the local terms, as per Section 39 (6, 7) of the *School Boards Collective Bargaining Act*.
6. Any compensation items that are retroactive shall be paid no later than ninety (90) days

following ratification of the respective local terms. Any dispute with respect to such payments shall be determined by the local grievance procedure in each collective agreement.

7. The collective agreement in each District School Board for education workers 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.
8. The terms herein, and in the accompanying Appendix I shall form the entirety of the central terms of the collective agreement and any directions to local parties with respect to centrally bargained issues.
9. 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. In the event there is any dispute respecting the structure or content of the collective agreement to be implemented as a result of these terms of settlement, the dispute shall be resolved through the central dispute resolution process provided for under this Memorandum of Settlement.
10. The discounted net present value of future retirement gratuities, Scheduled Unpaid Leave Plan, and 2014-2015 non-ECE grid holdback, 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
 - Elimination of the half year delay in grid movement retroactively
 - 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 and wage schedules, and to positions of responsibility allowances
 - February 1, 2017
 - 0.5% adjustment to the salary grids and wage schedules, and to positions of responsibility allowances

11. Effective September 1, 2015, provisions or deemed provisions, if any, in collective agreements between ETFO and District School Boards which delay movement through and across salary grids in accordance with experience and qualifications until the 97th day of the school year or thereafter as applicable shall be deemed null and void and shall not form part of these collective agreements. ETFO grievances with respect to the 97th day delay are hereby settled.
12. Lump Sum Payments: All lump sum payments shall be considered earned wages for pension purposes under the Ontario Municipal Employees' Retirement System (OMERS) and the Ontario Teachers' Pension Plan (OTPP).
13. Regular Permanent Employees: All employees employed by a district school board on September 8, 2015, shall be paid a lump sum amount equal to 1% of the employee's placement on the salary grid plus position of responsibility allowances under the collective agreement in effect September 8, 2015. For clarity, an employee must be actively at work, on statutory leave, board approved paid leave or board approved paid sick leave on September 8, 2015 as a condition of entitlement to the lump sum. The lump sum shall be paid no later than ninety (90) days following the ratification of the respective local terms.
14. Casual and Term Employees: Casual and term employees in the employ of a District School Board and who are members of ETFO on September 8, 2015 shall be paid a lump sum amount equal to 1% of earned wages as a member of this bargaining unit for the period September 1, 2014 to June 30, 2015. For clarity if a casual or term employee is entitled and would receive a greater amount under paragraph 13 then only that clause shall apply.
15. Subject to the prior approval of Employment and Social Development Canada (ESDC) 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 ESDC.
16. ETFO agrees to withdraw any existing policy grievance related to the Voluntary Leave of Absence Program (VLAP) and any existing policy grievances related to the introduction of the sick leave plan resulting from the Memorandum of Understanding dated June 12, 2013. Individual grievances are not affected by this clause.
17. In cases where provincial committees raise issues of common interest for education sector affiliates/unions, the parties agree that these provincial committees may be joined conditional upon the agreement of all parties.

Dated at Toronto, this 27th day of November, 2015.

For ETFO:

Scott H. [Signature]
Alaince

A. Swackhammer

SOH
Kan [Signature]

Nancy Lawler

For CTA:

DM [Signature]

Pablo

[Signature]

[Signature]

For the Crown:

Benny [Signature]

[Signature]

APPENDIX I TO THE ETFO EDUCATION WORKERS MOS

C1.00 STRUCTURE AND ORGANIZATION 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 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 employee 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 DEFINITIONS

C2.1 The "Central Parties" shall be defined as the employer bargaining agency, the Council of Trustees' Association (CTA) and the employee bargaining agency, the Elementary Teachers' Federation of Ontario (ETFO).

The Elementary Teachers' Federation of Ontario (ETFO) refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act* for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency.

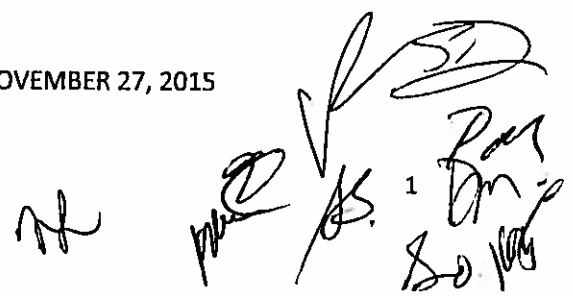
The Council of Trustees' Associations (CTA) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act* for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency.

The CTA is composed of:

MRS

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

Handwritten signatures and initials at the bottom right of the page, including a large signature that appears to be 'MRS' and several other initials and names.

1. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
2. 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.

C2.2 "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.

C2.3 "Casual Employee" means,

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

- a) In accordance with Section 41(1) of the *School Boards Collective Bargaining Act*, 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.

C3.3 Where Term Less Than Agreement Term

- a) Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

- a) All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated

therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

- a) In accordance with Section 42 of 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.

C3.6 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 Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- 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*.

C4.00 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 SBCBA central matters may also be grieved locally, in which case local grievance processes will apply.

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 Council of Trustees' Association (CTA) and the Elementary Teachers' Federation of Ontario (ETFO).

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- iii) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- iv) For the purpose of the Central Grievance Process only “days” shall mean school days.

Central Dispute Resolution Committee

- i) There shall be established a Central Dispute Resolution Committee (Committee), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.
- ii) The Committee shall meet within five (5) working days 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.
 - c. To mutually settle a grievance in accordance with iv) a. below.
 - d. To withdraw a grievance.
 - e. To mutually agree to refer a grievance to the local grievance procedure.
 - f. To mutually agree to voluntary mediation.
 - g. 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 settlement by CTA.
 - 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 shall be responsible for their own costs for the central dispute resolution process.

The grievance shall specify:

- 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.
- v) A grievance under this provision is not invalidated as a result of a technical deficiency under 4.3 i), ii), iii) or iv), above.

Referral to the Committee

- i) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- ii) A central party shall refer the grievance to the Committee by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- iii) The Committee shall complete its review within ten (10) 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 ten (10) days, refer the grievance to arbitration.
- v) All timelines may be extended by mutual consent of the central parties.

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.

Arbitration

- i) Arbitration shall be by a single arbitrator.
- ii) The central parties shall select a mutually agreed upon arbitrator.
- iii) Where the central parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- iv) The central parties may refer multiple grievances to a single arbitrator.
- v) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C5.00 PROVINCIAL BENEFITS PLAN

The 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:

C5.1 Funding

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

C5.2 Cost Sharing

- 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.

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Unless advised otherwise, there will be no deductions upon the Participation Date.

- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C5.3 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.

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

C6.00 CENTRAL LABOUR RELATIONS COMMITTEE

- 6.1 The Council of Trustees' Association (CTA) and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- 6.2 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.
- 6.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- 6.4 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.
- 6.5 The committee shall include four (4) representatives from ETFO and four (4) representatives from the CTA. The parties agree that the Crown may attend meetings.
- 6.6 ETFO and CTA representatives will each select one co-chair.
- 6.7 Additional representatives may attend as required by each party.

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C7.00 SICK LEAVE

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 d) i-vi below, permanent 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 d) i-vi below, permanent 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 percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in 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 date of 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.**
- 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.

- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a regular/permanent employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.

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 ninety percent (90%) to one hundred percent (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 one hundred percent (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 employees in a Term Assignment:

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- i. Employees in a Term Assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. 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 percent (90%) of regular salary.
 - ii. Employees in a Term Assignment 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 Assignment compared to the full working year of their classification in accordance with the allocation in (i) above.
 - iii. 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 assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
 - iv. An employee on a Term Assignment 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. Medical confirmation 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).
 - iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.

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

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 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 Employment Standards Act.
- 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 payment for her/his 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 a) to d) below, 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.

C8.2 Family Medical Leave or Critically Ill Child Care Leave Supplemental Employment Benefits (SEB)

- a. The Employer shall provide for a permanent employee who accesses such leaves a SEB plan to top up their E.I. Benefits. The 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 school 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.

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- b. Employees in a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- c. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- d. 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.

C8.3 Maternity Benefits (SEB Plan)

- a. The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b. Employees 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.
- c. Employees 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. Employees on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the parties.
- 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. Eligible employees shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the employee would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the employee in accordance with the Board's payroll procedure.

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- g. Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h. If an employee begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee works outside of regular working hours, all applicable provisions of the local collective agreement regarding approval processes, hours of work, overtime/lieu time, etc. shall apply.

APPENDIX A

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 10 years of service with the board:
 - i. Hamilton-Wentworth District School Board

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.

LETTER OF AGREEMENT #1

BETWEEN

**The Council of Trustees' Association
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

The Crown

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

Vacation pay
Statutory Holidays
Overtime
Premiums
Paid Holidays
Qualification Based Allowances
Work Day
Work Week
Work Year
Staffing Levels
Preparation Time (DECE)
Paid Lunch

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SUBJECT TO ERRORS AND OMISSIONS

LETTER OF AGREEMENT #2

BETWEEN

**The Council of Trustees' Association
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

The Crown

Re: Status Quo Items Requiring Amendment and Incorporation

The following four central issues have not been modified during this round of collective bargaining and remain status quo. These provisions must be incorporated by local parties to align the terms of the 2012-14 MOU provisions with previously existing local terms. Below please find specific direction for local parties to ensure that the entirety of the provision is contained in the collective agreement, eliminating the need to refer to previous source documents.

1. Short Term Paid Leaves

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves 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 currently have less than five (5) days shall remain at that number. Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

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.

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SUBJECT TO ERRORS AND OMISSIONS

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. 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.

3. Pregnancy Leave Benefits

Where superior provisions exist, as a result of the meshing of the 2012 MOU with any superior provisions that existed in the 2008-2012 collective agreements, they must be incorporated into the common central provisions in Article 8.3 of Part A of this agreement and the resulting article placed in Part B of this agreement.

4. Salary, Wages and Direct Compensation

Provisions related to salary, wages and direct compensation remain status quo to those in effect on September 1, 2014 except as amended by the Memorandum of Settlement between the parties dated November 27, 2015.

The four issues identified above 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.

LETTER OF AGREEMENT #3

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

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 school years. Employees approved for SULP days shall not be replaced.

It is not the intention that SULP days be scheduled on days when role specific training or role specific professional development is scheduled.

For employees who work a 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 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. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 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 school year, the days will be designated by June 15, 2016. 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. 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. Half day leaves may be approved, subject to the system and operational needs of the board and school.

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

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.

LETTER OF AGREEMENT #4

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

Re: Vested Retirement Gratuity Voluntary Early Payout

- 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.
- 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.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

LETTER OF AGREEMENT #5

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

Re: Job Security: Protected Complement

1. Effective as of the date of central ratification, the Board undertakes to maintain its overall Protected Complement, except in cases of:
 - a. a catastrophic or unforeseeable event or circumstance;
 - b. a declining board/school enrolment;
 - c. school closure and/or school consolidation; or
 - d. funding reductions.
2. For the purpose of this Letter of Agreement, at any relevant time, the Board's overall Protected Complement is equal to:
 - a. FTE (excluding temporary, casual and/or occasional positions) as of date of central ratification. (Memorandum note: the FTE number is to be agreed to by the parties through consultation at the bargaining unit level)
 - b. minus any FTE attrition of bargaining unit members which occurs after the date of central ratification (Note: since FTE in (a) already excludes temporary, casual, and/or occasional positions, the reduction would be in permanent staff).

Reductions as may be required above shall only be achieved through lay-off after consultation with the union. Alternative measures may be considered by a board, which may include:

- c. priority for available temporary, casual and/or occasional assignments;

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

- d. the establishment of a permanent supply pool where feasible; or
 - e. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
3. Where complement reductions are required pursuant to declining enrolment, such complement reductions shall occur at a rate not greater than the rate of student loss.
 4. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).
 5. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
 6. Staffing provisions contained in the 2008-12 collective agreements or the last collective agreement completed between the parties with regard to surplus, bumping and recall will continue.
 7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Assistants/Technicians
 - b. DECEs
 - c. Custodians/Cleaners/Maintenance/Trades
 - d. Instructors
 - e. Counsellors
 8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
 9. This Letter of Agreement expires on August 30, 2017.

LETTER OF AGREEMENT #6

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

Re: Ability to Lock the Classroom Door

Public School boards will achieve the compliance level regarding the ability to lock and unlock the classroom door as set out in the Provincial Model for a Local Police/School Board Protocol (2015) by December 31, 2015.

Catholic School boards will achieve the compliance level regarding the ability to lock and unlock the classroom door as set out in the Provincial Model for a Local Police/School Board Protocol (2015) by August 31, 2016.

ETFO may raise the failure to comply with the Central Labour Relations Committee.

LETTER OF AGREEMENT #7

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

Re: Long Term Disability (LTD) Plan Working Group

A joint central committee of CTA representatives and ETFO representatives shall be established to study options related to sustainability and affordability of existing LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process.
- ii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.
- iii) Exploring other delivery options through a competitive tendering process.
- iv) Exploring the feasibility of extending any solution to groups who do not currently have access to LTD coverage.

The committee shall report to the parties no later than May 31st, 2016.

LETTER OF AGREEMENT #8

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

Re: Professional Activity Days

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for ETFO members (excluding casual employees) as a result of the implementation of these additional PA days. Notwithstanding these days may be designated as Sulp days.

As a result of this additional PA Day and to meet the parties shared commitment to professional learning and training, the parties agree that one-half of one PA Day in each of 2015-16 and 2016-17 school years will be designated for role specific training or role specific professional development for permanent employees.

LETTER OF AGREEMENT #9

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

Re: Violence Prevention Training

ETFO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training module on the prevention of violence to employees whose core duties require them to have continuous 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 including:

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

The training program will be made available to boards and ETFO no later than November 30, 2016.

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

LETTER OF AGREEMENT #10

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

The Crown

RE: Hiatus on Ministry/School Board Initiatives

Due to the development of the Ministry of Education PPM regarding Ministry/School Board initiatives and collaborative professionalism, any proposed new provincial initiatives, which would impact on workload, classroom quality or testing/data collection will not be introduced prior to August 31, 2016.

This would exclude:

- All existing initiatives;
- Initiatives previously announced but not yet implemented in school boards; and
- New initiatives required to respond to concerns about student safety.

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

LETTER OF AGREEMENT #11

BETWEEN

**The Council of Trustees' Association
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

The Crown

Re: Provincial Committees

The parties recognize that three of the committees agreed to at the ETFO Teacher and Occasional Teacher Central table significantly connect with the work undertaken by the members of the ETFO Education Support Worker Central Table.

The parties agree that specific issues related to the work of the members of the ETFO Education Support Worker Central Table may be raised by ETFO on the following Central Committees, in accordance with the terms of reference of each committee:

- Special Education Committee
- Ministry Initiatives
- Provincial Health and Safety Task Force

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

LETTER OF AGREEMENT #12

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

Re: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo for this round of bargaining.

LETTER OF AGREEMENT #13

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

The Crown

Re: Designated Early Childhood Educators Work Group (FDK)

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and ETFO representatives shall convene to consider and make recommendations concerning Designated Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time, including joint preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development

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

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

LETTER OF AGREEMENT #14

BETWEEN

**The Council of Trustees' Association
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

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 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.

LETTER OF AGREEMENT #15

BETWEEN

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

AND

**The Ontario Catholic School Trustees' Association
(hereinafter called 'OCSTA')**

AND

**The Elementary Teachers' Federation of Ontario – Education Workers
(hereinafter called the 'ETFO - EW')**

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

The ETFO-EW intend to join the ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"). Should ETFO-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 ETFO-EW and ETFO shall be reflected in the ETFO trust participation agreement. The provisions contained herein shall be applicable to ETFO-EW within the Trust.

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

ETFO-EW shall be offered the same benefit plan as ETFO teachers but shall be a separate division within the Trust and accounted for separately.

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

1.0.0 GOVERNANCE

- 1.1.0 The parties confirm their intention to 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 ETFO-EW represented employees are eligible to receive benefits through this 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, the Provincial Schools Authority, school authorities, and Hospital Boards 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 ETFO 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 NEGOTIATED FUNDING AMOUNT, BOARD CONTRIBUTIONS

- 3.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 3.1.2 and 3.1.3 to the Trust Plan Administrator of the ELHT by the last day of each month from and after the Board's Participation Date.
- 3.1.2 Upon the Board's Participation Date:
 - i) For defined benefit plans, the Board shall provide to the Trust an amount of \$5,100 per FTE.

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

This funding excludes casual and term employee and retiree costs associated with 2.1.2 and 2.1.3.

- ii) 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.
- iii) For purposes of ii), 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.
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the ETFO-EW benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

3.1.3 On the Participation Date, for defined contributions plans, the Board will contribute to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three conditions are met:

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years, and
- 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.

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 Boards.

3.1.4 Funding previously paid under 3.1.2 and 2.1.3 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.

- 3.1.5 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 ETFO Provincial Office.
- 3.1.6 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.
- 3.1.7 The Trust shall determine employee co-pay, if any.
- 3.1.8 The Board shall be responsible for administering any existing Employee Assistance Programs (EAPs)/ Employee Family Assistance Programs and Long Term Disability Plans, maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 3.1.9 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 3.1.10 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO 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 ETFO ELHT with supporting documentation as required by the Trustees.
- 3.1.11 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3. The amount in 2014-15 will be increased by 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.
- 3.1.12 All amounts determined in this Article 3 shall be subject to a due diligence review by the ETFO-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 ETFO-EW. If any amount cannot be agreed between the ETFO-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.

3.2.0 START-UP COSTS

3.2.1 The Government of Ontario will provide:

- i) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 3.2.2, to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.**
- ii) A one-time contribution to the Trust of 2.6% of annual benefit costs (estimated to be approximately \$181,000), as defined in 3.2.2, to cover start-up costs and/or reserves.**

3.2.2 The one-time contributions in 3.2.1 (i) and (ii) 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. The statements are to be provided to the Ministry of Education.

3.2.3 The Crown shall pay \$80,000 of the start-up costs referred to in s. 3.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$80,000 subject to the maximum amount referred to in s. 3.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 3.2.1 (ii), shall be paid by the Crown on or before September 1, 2016. The funds shall be transferred as instructed by ETFO-EW in accordance with an agreed transfer payment and accountability contract.

3.2.4 On the day 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.

3.2.5 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.

3.2.6 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.

3.2.7 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.

3.2.8 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.

3.2.9 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.

3.2.10 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.

3.2.11 The Trust shall retain rights to the data and the copy of the software systems.

4.0.0 PAYMENTS

4.1.0 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 ETFO-EW members must be provided to the Trust in accordance with the Letter of Agreement.

5.0.0 ENROLMENT

- 5.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within fifteen (15) to thirty (30) days from their acceptance of employment.
- 5.2.0 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.
- 5.3.0 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 thirty (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.
- 5.4.0 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.
- 5.5.0 Each Board shall provide updated work status in the HRIS file a minimum of two (2) weeks in advance of the leave or within the first fifteen (15) days following the start of the absence.

6.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 6.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 6.2.0 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.
- 6.3.0 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 twelve (12) month period.
- 6.4.0 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 thirty (30) days written notice.

7.0.0 CLAIMS SUPPORT

- 7.1.0 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.
- 7.2.0 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.

8.0.0 PRIVACY

8.1.0 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).

Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the ETFO 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 ETFO ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

APPENDIX II TO THE ETFO EDUCATION WORKERS MOS

MEMORANDUM OF AGREEMENT

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

The Crown

Re: Bill 115 Litigation

ETFO, the CTA and the Crown agree that the contents of the Memorandum of Settlement dated November 27, 2015 cannot be relied upon by the Crown in respect of any argument that the Charter challenge to Bill 115 is moot or by any party to this memorandum with respect to any argument of breach of section 2(d) of the Charter in that application. However, the contents of the Memorandum of Settlement dated November 27, 2015 may be referred to with respect to the issue of damages or remedy arising from any finding of a breach of the Charter, without prejudice to any argument on these issues which may be raised by any party. This clause shall be deemed not to be a precedent for any future agreements.

TENTATIVE AGREEMENT BETWEEN ETFO, THE CTA AND THE CROWN – NOVEMBER 27, 2015

SUBJECT TO ERRORS AND OMISSIONS

APPENDIX III TO ETFO EDUCATION WORKERS MOS

LETTER OF UNDERSTANDING

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called 'ETFO')**

AND

The Crown

Re: Arbitration Concerning Contested Sick Leave Terms

On November 27, 2015, the parties agreed to all central terms concerning sick leave except for the following proposals by the CTA and the Crown ("the contested sick leave terms").

The CTA and the Crown propose that the following be added to the agreed central terms in:

- C7.00 d) iii. Access to the new allocation provided as per paragraphs 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.
- C7.00 d) iv. 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 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.

ETFO does not agree to the CTA and the Crown's proposal concerning the contested sick leave terms and instead proposes that the following terms be included in the central terms concerning sick leave:

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C.7.0.X 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 for STLDP days from the previous school year's allocation. Access to the new allocation provided as per Paragraphs (b) and (c) will be provided to the employee immediately upon return to work for any portion of their FTE.

C.7.0.X.1 Where an employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee, upon return, may use this allocation for any portion of the employee's FTE that the employee is unable to work due to illness or injury.

As a result of this dispute, the parties and the Crown have agreed to resolve the outstanding dispute concerning the contested sick leave terms by way of an arbitration pursuant to section 40 of the *Labour Relations Act, 1995*. The parties and the Crown agree to the following arbitration procedure for the determination of the contested ETFO education worker sick leave terms:

1. The referral to arbitration will take place immediately following ratification of the central agreement.
2. The parties agree that the same Arbitrator will be appointed to hear the arbitration concerning the contested sick leave terms arising out of the ETFO education worker central agreement as was appointed to resolve the contested sick leave terms arising out of the ETFO teacher central agreement. The ETFO education worker contested sick leave arbitration will be a separate and distinct matter from the ETFO teacher arbitration.
3. The Arbitrator will schedule this dispute to be heard immediately following the conclusion of the arguments on the ETFO teacher contested sick leave terms.
4. The Arbitrator will have exclusive jurisdiction to determine all matters that he or she considers necessary to resolve the dispute concerning the contested ETFO education worker sick leave terms and to make an award concerning these contested sick leave terms.
5. The Arbitrator shall determine the procedure for the arbitration but, in the event of an arbitration hearing, shall permit the parties to present evidence and make submissions.
6. Clauses 48 (12) (a) to (i) of the *Labour Relations Act, 1995* apply, with necessary modifications, to proceedings before the Arbitrator in the event of an arbitration

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hearing and to his decisions. The Arbitration Act, 1991 and the Statutory Powers Procedure Act do not apply to this arbitration.

7. An arbitration award by the Arbitrator shall address only the contested ETFO education worker sick leave terms and is final and binding on the parties.
8. In the interim, and until a final award is issued, status quo will prevail and all existing clauses and practices will remain in place.
9. In making an arbitration award, the Arbitrator shall take into consideration all factors that he considers relevant, including the criteria set out in section 38 of the School Boards Collective Bargaining Act.
10. The Arbitrator will remain seized with respect to any issues from this referral until local agreements are concluded.