

**MEMORANDUM OF SETTLEMENT**

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

**BETWEEN:**

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
hereinafter: "OSSTF"

**AND**

**ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION**  
hereinafter: "OPSBA"

**AND AGREED TO BY:**

**THE CROWN**

1. The Parties and the Crown agree that this Memorandum and attached Appendix I, II and III form the basis of a full and final settlement of the current round of central negotiations in respect of teachers' bargaining units. 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. The terms herein and in the attached Appendix I shall form the entirety of the central terms of the collective agreements between OSSTF and the respective school boards.
3. Attached as Appendix II are Memoranda of Understanding agreed to by OSSTF, OPSBA and the Crown that do not form part of the central terms of the collective agreements concluded between the Parties.
4. The Parties agree that the central terms shall be considered to be fully ratified on the first day that they have been ratified by both Parties and agreed to by the Crown. The Parties will endeavor to complete the central ratification process by May 29, 2020.
5. Except as provided otherwise in the terms of the Memorandum of Settlement or accompanying appendix, the central terms shall not be effective for a bargaining unit until the date of the ratification of the local terms for that bargaining unit, as per Section 39 (6) and (7) of the *School Boards Collective Bargaining Act*.

6. The commitments under the heading "Supports for Students Fund" in section 17, as well as the commitments in Memoranda of Understanding #1 (Average Class Size) and #2 (E-Learning) and Letter of Agreement #3 (Central Items that Modify Local Terms), take effect on the day that the central terms are considered to be fully ratified under section 4 of this Memorandum of Settlement, regardless of whether local terms are in effect on that date.
7. Any compensation items that are retroactive shall be paid no later than thirty (30) days following ratification of the respective local terms.
8. The collective agreement in each school board for both teachers and occasional teachers shall consist of two parts. Part "A" consists of provisions respecting central issues as set out in Appendix I. Part "B" consists of provisions with respect to local issues and certain central issues.
9. Effective upon the signing of this Memorandum of Settlement, OSSTF agrees to suspend any central job action by teachers' bargaining units (including occasional teachers' bargaining units) pending the outcome of the central ratification process.
10. OPSBA agrees not to lockout, or to make any change in terms and conditions of employment, pending the outcome of the central ratification process.
11. There shall be no reprisals against any member of OSSTF who has participated in a lawful strike. No member shall suffer discrimination, harassment, or any form of reprisal brought about as a result of lawful strike action.
12. OSSTF undertakes to bring no new actions or complaints of any nature against OPSBA or any member school board arising from or related to activities during the OSSTF strike.
13. A full withdrawal of service day shall not be construed as an interruption of the calculation of consecutive days for the purposes of determining a long term occasional teacher assignment. The full withdrawal day shall not count toward the total determination, but the day before and the day after shall be considered consecutive in the count.
14. For any OSSTF/FEESO member who had a pre-approved paid leave day scheduled on a day there was a full withdrawal of service, and the day was approved prior to the notice of a full withdrawal of service, the board shall provide payment consistent with the collective agreement and all grievances shall be considered resolved.

## 15. COMPENSATION

School boards shall adjust their current salary grids, wage schedules, premiums and allowances, in accordance with the following schedule:

- September 1, 2019
  - 1%
- September 1, 2020
  - 1%
- September 1, 2021
  - 1%

If payment in lieu of benefits is a fixed amount not tied to wage or wage schedules, the adjustment above shall apply.

It is understood that this increase is agreed to without prejudice to OSSTF's ability to continue its application in Court File No. CV-20-636421000 challenging the constitutionality of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* SO 2019, c 12.

## 16. BENEFITS

There shall be no net new enhancements in aggregate, including any reductions to premium share or premium holidays made to the OSSTF benefit plan. This does not include potential changes to the harmonization of eligibility requirements or net neutral plan changes. The OSSTF ELHT trustees shall provide the sponsoring parties with an attestation that this provision was upheld. The funding in C7.3b) in Appendix I is conditional upon receiving the attestation prior to August 31, 2022.

## 17. SUPPORTS FOR STUDENTS FUND

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in the amount of \$22,260,113 in 2020-2021 and \$22,482,714 in the 2021-2022 school year, as noted in Appendix III.

Funds from this system investment shall be allocated to English-language public school boards to create additional OSSTF teacher positions to address special education, unique learning needs as well as mental health initiatives. The FTE will be for school-based teaching positions that work directly with students. The funding will not be used to create central office teaching positions that work directly with other teachers.

The Joint Staffing Committee (JSC) or equivalent where a JSC does not exist shall meet annually to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2020-2021 and 2021-2022 school years. The number of positions will be based on Appendix III.

#### Adult Day School Teachers

The Crown will, through regulation conditional upon the approval by the Lieutenant-Governor-in-Council, maintain funding provided through the Adult Day School/Continuing Education Supplement in the Grants for Student Needs, in the amount of \$14,231,511 in 2020-2021 and \$14,373,826 in the 2021-2022 school year, as noted in Appendix III.

This investment will continue to support prior year adjustments to adult day school teacher wages, where applicable, from the 2017-19 extension agreements.

### **18. LONG TERM DISABILITY PLAN TRANSITION**

The parties to this Memorandum of Settlement agree to release OSSTF at Lakehead District School Board (Lakehead DSB) from the existing Trust that provides Long-Term Disability (LTD) prior to the end of the current collective agreement. At the time of the transition:

- a. The school board agrees to assume financial responsibility of OSSTF's share of the existing LTD deficit; and,
- b. OSSTF agrees that its members at Lakehead DSB will pay 100% of employee LTD premium.

The OSSTF local will inform the Lakehead DSB of their decision, prior to the transition, whether to join the new school board LTD plan or the OSSTF LTD plan run by OTIP.

### **19. It is understood and agreed that this Memorandum of Settlement is conditional upon Cabinet's approval of the following recommendations by representatives of the Crown:**

- a. that Ontario Regulation 132/12 (Class Size) be amended to reflect the current class size requirements for the 2020-21 and 2021-22 school years set out in MOU#1 (Average Class Size).
- b. that a regulation be made setting out as per MOU#2 (E-Learning):
  - i. a maximum average class size of 30:1 for E-Learning courses for the 2020-21 and 2021-22 school years;

*Subject to errors and omissions*

- ii. a requirement to complete two (2) mandatory E-Learning courses in order to graduate; and
  - iii. that a regulation or policy program memorandum be made setting out the right of a parent/guardian or student who has reached the age of 18, as applicable, to be exempt from the requirement to complete one or both of the mandatory E-Learning courses.
- c. that a regulation or transfer payment agreement based on the Transfer Payment Accountability Directive be made for a system investment in accordance with section 17 above.

The recommendations to Cabinet will occur following the execution of this Memorandum of Settlement but prior to central ratification by the Parties. This Memorandum of Settlement shall be void and the rights of the Parties and the Crown under the *School Boards Collective Bargaining Act, 2014* shall be as if there had been no agreement to the Memorandum of Settlement of Central Terms if:

- i. any of the recommendations in sections 19(a)(b)(c) are not approved by Cabinet following execution of the Memorandum of Settlement of Central Terms but prior to central ratification;
- ii. after an approval under (i) above, Cabinet makes a regulatory change which:
  - (a) increases maximum class size requirements in section 19(a) and/or
  - (b) is substantively inconsistent with any of the other recommendations in sections 19(a)(b)(c) above.

20. This Memorandum of Settlement may be executed in counterparts and may be signed and returned via facsimile, email or other non-alterable electronic delivery. Signatures of the Parties and the representatives of the Crown transmitted by facsimile, email or other non-alterable electronic delivery shall be deemed to be their original signatures for any purpose whatsoever.

**[SIGNATURES ON FOLLOWING PAGE]**

## APPENDIX I TO OSSTF Teachers MOS

### OSSTF TEACHERS – PART A: CENTRAL TERMS

#### 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 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, 2019 to August 31, 2022, inclusive.

##### C2.2 Amendment of Terms

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

##### C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *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.
- c) 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) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, 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.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) 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.
- f) 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 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER**

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

## **C7.00 BENEFITS**

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

### **C7.1 ELHT Benefits**

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

### **C7.2 Eligibility and Coverage**

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.

- d) No individuals who retire after the Participation Date are eligible.

### **C7.3 Funding**

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
  - i. September 1, 2019: \$5709/FTE
  - ii. September 1, 2020: \$5937/FTE
  - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
  - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
  - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
    - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
    - 2) the difference between the reported net assets and the 15% threshold.
  - iii. The Crown shall make only one payment under b).
  - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

### **C7.4 Full-Time Equivalent (FTE) and Employer Contributions**

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

**C7.5 Benefits Committee**

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

**C7.6 Privacy**

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

**C7.7 Benefits not provided by the OSSTF ELHT**

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

**C7.8 Benefits for Daily Occasional Teachers**

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<b><u>Board</u></b>	<b><u>Maximum Funding Amount (a)</u></b>	<b><u>Employer % Co-Pay (b)</u></b>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings &amp; Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the

number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
  - September 1, 2019: 4%
  - September 1, 2020: 4%
  - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

**C7.9 Payment in Lieu of Benefits**

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

**C7.10 WSIB Top-Up**

- b) 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.
- c) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

**C7.11 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.

- C7.12** Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

**C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

**C8.1 Family Medical Leave or Critical Illness Leave**

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

#### **b) Sick Leave Days**

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

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

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (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. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% 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. If the school board requests, the Teacher shall provide medical confirmation to access 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 or WSIB.
- 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 at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- 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.

**C13.00 PROVINCIAL FEDERATION RELEASE DAYS**

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

*Subject to errors and omissions*

- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

**C14.00 E-LEARNING**

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

## **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**

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

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

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

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

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

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.**

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

**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)**

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



**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, 2019.

Such issues include but are not limited to:

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

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

**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')**

**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 the local collective agreements. 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. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**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: Central Items That Modify Local Terms**

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. 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. Certification Group/Category Rating Statement Provider**

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

**2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent**

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

*Subject to errors and omissions*

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
  - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
  - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
  - d) All reasonable requests for data related to class size will be shared by both parties.
  - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
  - f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.
- iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

**3. E-Learning Class Size/Staff Generators/PTC or equivalent**

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

**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')**

**RE: Qualifications Evaluation Council of Ontario (QECO)**

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

*Subject to errors and omissions*

**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')**

**AND**

**The Crown**

**RE: Provincial Working Group - Health and Safety**

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

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

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**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')**

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7**

**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: Half Day of Violence Prevention Training**

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**RE: Combined Teachers' Bargaining Units**

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**RE: Long Term Disability Administration**

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

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

**A. Enrolment/Eligibility Administration**

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

**B. Premium Administration**

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

*Subject to errors and omissions*

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

**C. LTD Claims Administration**

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

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

**D. OSSTF and OTIP are required to:**

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

**LETTER OF AGREEMENT #10**

**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: Employee Life and Health Trust (ELHT) Committee**

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11**

**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: Pilot on a Streamlined Arbitration Process Model**

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

*Subject to errors and omissions*

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**RE: E-Learning Implementation Committee**

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

*Subject to errors and omissions*

**LETTER OF AGREEMENT #13**

**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: E-Learning Alternative Models**

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

*Subject to errors and omissions*

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

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

**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**

**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;

*Subject to errors and omissions*

- 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 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 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.

*Subject to errors and omissions*

**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.

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

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

**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 I). 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.

*Subject to errors and omissions*

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]*

*Subject to errors and omissions*

**APPENDIX II – DOES NOT FORM PART OF THE CENTRAL TERMS OF THE  
COLLECTIVE AGREEMENT**

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

**MEMORANDUM OF UNDERSTANDING #1**

**BETWEEN:**

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
("OSSTF")**

**AND**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
("OPBSA")**

**COLLECTIVELY "THE PARTIES"**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF  
EDUCATION**

**("THE CROWN")**

**RE: Average Class Size**

The Parties agree that representatives of the Crown shall recommend to the Lieutenant Governor in Council that Ontario Regulation 132/12 (Class Size) shall contain the following class size requirements for the 2020-21 and 2021-22 school years:

**Grades 9 to 12** - The average class size, excluding E-Learning classes, shall not exceed 23.

*Subject to errors and omissions*

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN:**

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
("OSSTF")**

**AND**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
("OPBSA")**

**COLLECTIVELY "THE PARTIES"**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF  
EDUCATION**

**("THE CROWN")**

**RE: E-Learning**

**Graduation requirement:**

The Parties acknowledge the Ministry of Education's intention and authority to establish a new graduation requirement for the cohort of students entering grade 9 in 2020-21, which would require high school students to complete two (2) mandatory E-Learning credit courses in order to graduate.

**Overview:**

Representatives of the Crown shall recommend to the Lieutenant Governor in Council that a regulation be made setting out a maximum average class size of 30:1 for E-Learning credit courses in the 2020-21 and 2021-22 school years. The Ministry of Education may recommend other regulations or requirements for E-Learning credit courses, and/or develop policies, protocols and procedures pertaining to E-Learning credit courses.

A regulation and/or Policy Program Memorandum (PPM) shall recognize parents'/guardians' right to exempt their child(ren) from the mandatory E-Learning program, and the right of students who have reached the age of 18 to exempt themselves. Exemptions to this requirement are intended to accommodate individual student learning needs, including students with special education needs and/or low credit accumulation, students who have issues with access to technology and reliable broadband connectivity, and newcomers to Ontario who enter secondary school after grade 9. Whether a student is exempted from one or both of the mandatory E-Learning credit courses shall ultimately be the decision of the parents/guardians or the student who has reached the age of 18, as applicable.

**Implementation:**

The process for determining whether a student is exempted will be guided by the following key parameters:

- i. Regulation and/or PPM to include a process for parental opt-out.
- ii. In the best interest of students who are entering grade 11 and/or 12, a meeting to discuss exemptions from the mandatory two (2) credit requirement can be initiated by:
  - a) a parent/guardian; or
  - b) the student who has reached the age of 18 or has withdrawn from parental control; or
  - c) school staff.
- iii. Accommodation arrangements should be provided to any parent/guardian who is not able to attend an in-person meeting at the school.
- iv. The final decision regarding whether the student will be exempted from one or both of the mandatory E-Learning credit courses will rest with the parent/guardian or the student who has reached the age of 18 or has withdrawn from parental control.
- v. Additional exemptions may be defined in the regulation or PPM. Nothing in this Memorandum of Understanding is intended to limit students' opportunity to choose other available E-Learning credit courses.

*Subject to errors and omissions*

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

**MEMORANDUM OF UNDERSTANDING #3**

**BETWEEN:**

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
("OSSTF")**

**AND**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
("OPBSA")**

**COLLECTIVELY "THE PARTIES"**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF  
EDUCATION**

**("THE CROWN")**

**RE: Hiring Practices**

The Parties and the Crown have discussed the issue of hiring practices at the bargaining table. As the Parties were unable to reach a joint position and recommendation to the Crown with respect to potential amendments to O.Reg. 274/12 (Hiring Practices), OPSBA and OSSTF agree to withdraw their respective proposals. The Parties acknowledge that the withdrawal of their respective proposals does not commit the Crown to maintaining the status-quo. The Parties understand that the Minister has authority to make regulations governing hiring practices for teachers under the *Education Act*, R.S.O. 1990, c. E.2, subject to the approval of the Lieutenant Governor in Council, and therefore O.Reg. 274/12 has not been listed among the status quo items in the Memorandum of Understanding.

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

**MEMORANDUM OF UNDERSTANDING #4**

**BETWEEN:**

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
("OSSTF")**

**AND**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
("OPBSA")**

**COLLECTIVELY "THE PARTIES"**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF  
EDUCATION**

**("THE CROWN")**

**RE: OSSTF Employee Life and Health Trust (ELHT) Matters**

**1. Retirees**

The Parties agree to meet and amend the OSSTF ELHT Agreement and Declaration of Trust (OSSTF ELHT Agreement) for the purpose of transitioning retirees currently in board-run benefits plans into a segregated plan administered by the OSSTF ELHT. The amendment to the OSSTF ELHT Agreement:

- i. Retiree Benefit Plan: The OSSTF ELHT shall deliver the active member plan design to eligible retired OSSTF represented employees (plus any supplemental benefits selected by the school board, as per paragraph ii).
- ii. Supplemental Benefits: School boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty

- nursing) which exceed the OSSTF ELHT's benefits plan, subject to the coverage being available by the carrier. It is not the intent of the Parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage. The school board shall be responsible for the costs of any such supplemental benefits, and for any reasonable administrative or other costs incurred by the Trustees to provide these supplemental benefits, less applicable retired employee premium shares.
- iii. Participation in the Retiree Plan: Boards can opt out of the OSSTF ELHT plan for retirees. It is understood that such opt out is irrevocable. Any school board wanting to move its retirees into a plan administered by the OSSTF ELHT shall sign a standard form participation agreement that is included in the amendment to the OSSTF ELHT Agreement.
  - iv. Premiums: The plan administrator shall advise each school board of the per retiree premium cost on an annual basis. The plan administrator shall set an annual premium rate, based on an actuarial valuation. The OSSTF ELHT shall take reasonable steps to set premium rates that minimize the likelihood of an annual or a terminal deficit.
  - v. Deficits: Any annual plan deficit shall be captured in the premiums charged to school boards and retirees in the subsequent benefit year. Any terminal deficit is the responsibility of all school boards that had retirees in the plan, based on a formula that includes the school board's time in the plan and retiree enrolment. Each school board shall be required to address the terminal deficit within 120 days following the date they are informed of their terminal deficit. This shall be calculated once the final retiree leaves the plan allowing for the claims run off period.
  - vi. School Board Liability: School boards maintain any liability resulting from any issues arising as a result of retirees being transferred to the OSSTF ELHT benefits plan for retirees. For clarity, once all relevant information (as defined in Schedule A) has been provided to the ELHT and the transition is completed, the school board is not liable for any subsequent decisions by the ELHT.

The Parties shall meet within thirty (30) days of ratification of central terms to discuss the amendment to the OSSTF ELHT Agreement as described above and timelines for the transition.

If by June 30, 2020 the Parties are unable to resolve all disputes concerning the amendment to the OSSTF ELHT Agreement and the standard form participation agreement, the Parties agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

**Schedule A – Retiree Data**

Each applicable School Board shall provide the following information relating to eligible retired OSSTF represented employees. The information provided shall be based on the best data available to the board: This information is to be provided to the OSSTF ELHT, or to the Benefits plan administrator as directed by the ELHT:

A. Retiree Demographic Information:

- i. Names
- ii. Date of hire
- iii. School board
- iv. Retirement effective date
- v. Retiree benefit end date
- vi. Date of birth
- vii. Gender
- viii. Contact information (mailing address, email address, and phone number)

B. Existing Benefit Coverage for Health and Dental Plans:

- i. Dependent coverage (single/couple/family)
- ii. Dependent demographic information
- iii. Carrier policy number
- iv. Retiree paid premium
- v. Employer paid premium
- vi. Benefit history per industry standards

C. Existing Life Coverage:

- i. Beneficiary
- ii. Insurance volume - Retiree paid
- iii. Insurance volume - Employer paid

## **2. Structural Review**

The Parties also agree to amend the OSSTF ELHT Agreement as follows:

- Under section 11.3, the requirement for the OSSTF ELHT to complete the Request for Proposal of the administrative agent by August 31, 2021 shall now be completed by June 30, 2024.
- A new requirement for the OSSTF ELHT to complete a structural review of the ELHT plan administrator by June 30, 2021 and shall provide a report of the review to the Parties.

The details on the process of the review and the content of the report shall be discussed between OSSTF, OPSBA and the Crown.

## **3. Surplus/Reserves**

All surpluses and reserves remaining in board-owned defined benefit and board-owned defined contribution plans as a result of the transfer of benefit plans to the OSSTF ELHT shall be allocated between the school board and the employees. The employees' share is to be transferred to the applicable ELHT 90 days after all Teachers' Federations, Central Employee Workers' unions or council of unions, and other employee groups have signed their respective Agreement on Central Terms or other agreements with this process.

- A. For policies where employee groups were tracked separately:
  - i. The share of the total surpluses and reserves to be transferred to the OSSTF ELHT teachers' separate account is the total OSSTF Teachers' surpluses and reserves multiplied by an amount equal to OSSTF represented teachers' employees' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.
- B. For policies where multiple employee groups were pooled together:
  - i. The total surpluses and reserves shall be allocated to each employee group based on the total paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
  - ii. The share of the total surpluses and reserves to be transferred to the OSSTF ELHT Teachers' separate account is the total OSSTF teachers' surpluses and reserves (calculated in B.i) above) multiplied by an amount equal to OSSTF represented teachers' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.

*Subject to errors and omissions*

- C. For policies where employee groups were tracked separately and pooled together:
  - i. Separately tracked surpluses and reserves are to be subtracted from the total surpluses and reserves. The share of the separately tracked surpluses and reserves is to be transferred to the OSSTF ELHT Teachers' separate account as per the process described in section A above.
  - ii. The remaining surpluses and reserves are then distributed based on the process described in section B above.

The total surpluses and reserves amount to be allocated in sections A, B and C, shall be based on the school board's final surplus balance as reported by the boards' insurance carriers or, in the case of board-owned defined contribution plans, the boards' financial systems.

All school board reserves for Incurred But Not Reported ("IBNR") claims and claims fluctuation reserve (CFR) shall remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts. Once released, those reserves shall form part of the surplus available for distribution.

School boards with deficits shall recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR shall be the responsibility of the school board.

The school boards shall not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the distribution of surpluses/reserves to the OSSTF ELHT is provided to school boards.

Upon receipt by the OSSTF ELHT of all surplus amounts indicated in A, B, and C of this Memorandum of Understanding, OSSTF agrees to withdraw all central and local grievances related to eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans.

In the case of a dispute regarding surplus amounts, such dispute shall be forwarded to the Central Dispute Resolution committee.

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

**MEMORANDUM OF UNDERSTANDING #5**

**BETWEEN:**

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
("OSSTF")**

**AND**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
("OPBSA")**

**COLLECTIVELY "THE PARTIES"**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF  
EDUCATION**

**("THE CROWN")**

**RE: Benefits for Long Term Occasional Teachers**

The Parties agree that where long-term occasional teachers receive benefits in one school board from the OSSTF ELHT, but not another, the OSSTF ELHT has the authority to harmonize eligibility.

The Parties agree to make a joint recommendation to the OSSTF ELHT that the standardization of eligibility for long-term occasional teachers shall be for assignments no less than 90 continuous calendar days or that extend to at least 90 continuous calendar days.

*Subject to errors and omissions*

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

**MEMORANDUM OF UNDERSTANDING #6**

**BETWEEN:**

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
("OSSTF")**

**AND**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
("OPBSA")**

**COLLECTIVELY "THE PARTIES"**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF  
EDUCATION**

**("THE CROWN")**

**RE: Supplementary Employment Benefits (SEB) and Employment Insurance (EI)**

The OPSBA agrees to communicate to school boards regarding EI and SEB benefits, that by January 1, 2021, the obligation outlined in Memorandum 2018: B05 - Employment Insurance (EI) Waiting Period and Supplementary Employment Benefits shall be in place.

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

**MEMORANDUM OF UNDERSTANDING #7**

**BETWEEN:**

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
("OSSTF")**

**AND**

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
("OPBSA")**

**COLLECTIVELY "THE PARTIES"**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF  
EDUCATION**

**("THE CROWN")**

**RE: Protected Complement**

The Parties agree to provide the English public-school boards, noted below in d), a protected complement subject to attrition as follows:

- a) The protected complement will be the actual allocated 2019-2020 annualized full-time equivalent (FTE).
- b) Protected complement in a), shall be adjusted each year through attrition which shall be defined for the purposes of the Memorandum of Understanding as all retirements, resignations and/or promotions outside of the OSSTF bargaining unit.

- c) The protected complement will be available until the earliest of August 30, 2023 or when a school board has achieved the regulated secondary class size average of 23. Should the regulated secondary class size be achieved, this Memorandum of Understanding ceases to have any further force and effect for that school board.
- d) This Memorandum of Understanding will only apply to the following English public-school boards:
  - i) Avon Maitland District School Board
  - ii) Lambton Kent District School Board
  - iii) Superior Greenstone District School Board
  - iv) Ottawa Carleton District School Board
  - v) Rainbow District School Board
- e) Despite the provisions noted above, these school boards may however still lay-off teachers if needed to address any catastrophic or significant unforeseen event that impacts funding and/or revenues.
- f) Existing School Boards' staffing processes will be used.

**APPENDIX III - OSSTF**

		Supports for Students Fund			Adult Day School/Continuing Education Supplement	
		INVESTMENT		ESTIMATED FTE	TOTAL	
DSBNo	DSB Name	2020-21	2021-22	(Including Preparation Time)	2020-21	2021-22
1	DSB Ontario North East	\$ 184,097	\$ 185,938	1.7	\$ 47,581	\$ 48,056
2	Algoma DSB	\$ 226,499	\$ 228,764	2.1	\$ 123,502	\$ 124,737
3	Rainbow DSB	\$ 275,878	\$ 278,637	2.6	\$ 106,052	\$ 107,112
4	Near North DSB	\$ 212,413	\$ 214,537	2.0	\$ 96,583	\$ 97,549
5.1	Keewatin-Patricia DSB	\$ 149,048	\$ 150,538	1.4	\$ 5,207	\$ 5,259
5.2	Rainy River DSB	\$ 76,018	\$ 76,778	0.7	\$ -	\$ -
6.1	Lakehead DSB	\$ 184,055	\$ 185,895	1.7	\$ 126,534	\$ 127,799
6.2	Superior-Greenstone DSB	\$ 53,634	\$ 54,170	0.5	\$ 282	\$ 285
7	Bluewater DSB	\$ 279,362	\$ 282,156	2.6	\$ 49,077	\$ 49,568
8	Avon Maitland DSB	\$ 309,824	\$ 312,922	2.8	\$ 87,891	\$ 88,770
9	Greater Essex County DSB	\$ 647,292	\$ 653,765	6.0	\$ 145,988	\$ 147,448
10	Lambton Kent DSB	\$ 416,412	\$ 420,576	3.9	\$ 147,545	\$ 149,020
11	Thames Valley DSB	\$ 1,233,238	\$ 1,245,570	11.8	\$ 906,514	\$ 915,579
12	Toronto DSB	\$ 3,877,518	\$ 3,916,293	36.1	\$ 4,186,164	\$ 4,228,025
13	Durham DSB	\$ 1,166,418	\$ 1,178,082	11.1	\$ 547,082	\$ 552,553
14	Kawartha Pine Ridge DSB	\$ 557,741	\$ 563,318	5.2	\$ 287,685	\$ 290,562
15	Trillium Lakelands DSB	\$ 317,846	\$ 321,024	3.0	\$ 187,462	\$ 189,337
16	York Region DSB	\$ 1,972,415	\$ 1,992,139	18.9	\$ 1,043,508	\$ 1,053,943
17	Simcoe County DSB	\$ 871,415	\$ 880,129	8.2	\$ 473,307	\$ 478,040
18	Upper Grand DSB	\$ 583,255	\$ 589,087	5.5	\$ 269,052	\$ 271,743
19	Peel DSB	\$ 2,171,394	\$ 2,193,107	20.3	\$ 1,223,837	\$ 1,236,075
20	Halton DSB	\$ 968,043	\$ 977,724	9.3	\$ 560,776	\$ 566,384
21	Hamilton-Wentworth DSB	\$ 807,076	\$ 815,147	7.4	\$ 456,356	\$ 460,919
22	DSB of Niagara	\$ 652,708	\$ 659,235	6.1	\$ 433,630	\$ 437,966
23	Grand Erie DSB	\$ 486,467	\$ 491,331	4.5	\$ 299,367	\$ 302,360
24	Waterloo Region DSB	\$ 1,014,028	\$ 1,024,168	9.6	\$ 301,585	\$ 304,601
25	Ottawa-Carleton DSB	\$ 1,194,380	\$ 1,206,324	11.6	\$ 1,076,255	\$ 1,087,017
26	Upper Canada DSB	\$ 508,538	\$ 513,623	4.7	\$ 469,903	\$ 474,602
27	Limestone DSB	\$ 370,750	\$ 374,457	3.5	\$ 388,970	\$ 392,860
28	Renfrew County DSB	\$ 205,584	\$ 207,640	1.9	\$ 97,037	\$ 98,008
29	Hastings and Prince Edward DSB	\$ 286,770	\$ 289,638	2.6	\$ 86,782	\$ 87,650
<b>Totals</b>		<b>\$ 22,260,113</b>	<b>\$ 22,482,714</b>	<b>209.4</b>	<b>\$ 14,231,511</b>	<b>\$ 14,373,826</b>

**Notes:**

1) The estimated number of FTE is based on the estimated secondary average funded teacher salary including benefits (excluding Crown Contribution to the ELHT) in each board reflecting salary increases for 2020-21. Preparation time is based on 2 out of 8 periods. Actual staffing will depend on local decisions.

2) In 2020-21, James Bay Lowlands Secondary School Board shall receive funding equivalent to the 2017-19 extension agreement, and in 2021-22 that amount shall be increased by 1%.

3) The Crown will, through regulation conditional upon the approval by the Lieutenant-Governor-in-Council, maintain funding provided through the Adult Day School/Continuing Education Supplement in the Grants for Student Needs, in the amount of \$14,231,511 in 2020-2021 and \$14,373,826 in the 2021-2022 school year.

Dated this 20 day of April, 2020 at Toronto

**FOR THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)**

Denise M. ...

Clare Edwards

**FOR THE CROWN**

...

...

**FOR THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF)**

...

Michalouf

Paul ...

M. Luly

K. Littlewood

David Wanda

ELB

...