

OCEW – APPENDIX I TO MOS

The following constitute the central terms and shall be inserted as Part A of the collective agreement.

CX.XX STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)

CX.1 Separate Central and Local terms

The collective agreement shall consist of Central Terms and Local Terms.

CX.2 Implementation

Central Terms may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent.

CX.3 Parties

The parties to the collective agreement are the school board and the bargaining agent. If applicable, Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

CX.4 Single Collective Agreement

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

CX.XX LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

a) Single Collective Agreement

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

b) Term of Agreement

- a. In accordance with Section 36 and subsection 41(1) of the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

c) Where Term Less Than Agreement Term

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

d) Term of Letters of Understanding

- a. Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014*, all central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated herein, form part of the collective agreement run concurrently with it, and have the same termination date as the agreement.

e) Amendment of Terms

- a. In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, 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.

f) Notice to Bargain

- a. Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a central party:
 - i. Within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. Within such greater period agreed upon by the parties; or
 - iii. Within any greater period set by regulation by the Minister of Education.
- c. Notice to bargain centrally constitutes notice to bargain locally.
- d. Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

CX.XX DEFINITIONS

CX.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 the local terms of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

CX.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA) and the employee bargaining agency, the Ontario Council of Educational Workers (OCEW).

The Ontario Council of Educational Workers (OCEW) refers to the designated employee bargaining agency pursuant to subsection 20 (2) of the Act for central bargaining with respect

to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The OCEW is composed of:

1. COPE Ontario and its Locals 103, 429, 454, 527 and 529.
2. Educational Resource Facilitators of Peel.
3. Essex and Kent Counties Skilled Trades Council.
4. Labourers' International Union of North America, Local 837.
5. Maintenance and Construction Skilled Trades Council.
6. Ontario Public Service Employees Union.

The Council of Trustees' Associations (CTA) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. For the purpose of this agreement, the CTA is composed of the Ontario Catholic School Trustees' Association and the Ontario Public School Boards' Association.

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

CX.4 "Casual Employee" means,

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

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

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

CX.XX CENTRAL LABOUR RELATIONS COMMITTEE

CX.1 The CTA and OCEW agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

CX.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.

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

CX.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.

CX.5 The committee shall include up to six (6) representatives from OCEW and up to six (6) representatives from the CTA. The parties agree that the Crown may attend meetings.

CX.6 OCEW and CTA representatives will each select one co-chair.

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

CX.XX CENTRAL GRIEVANCE PROCESS

CENTRAL GRIEVANCE PROCESS (ALL JOB CLASSIFICATIONS)

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.

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” to the grievance process shall be defined as the Council of Trustees’ Association and the Ontario Council of Educational Workers (OCEW).
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean regular school days.

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 the Council of Trustees’ Association, two (2) representatives of the Crown and four (4) representatives from the OCEW.
- b. The Committee shall meet at the request of one of the central parties. The Committee may meet in person, by tele or video conference or in any other manner agreeable to the committee.
- 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.
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.
- 4. Referral to the Committee:**
- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
 - b. A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

- c. The Committee shall complete its review within 10 days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee acting by consensus, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other central party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the central parties.
- f. All timelines are directory and may be extended by mutual consent of the parties.

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.

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.
7. The arbitrator shall have all of the powers provided to arbitrators under the *Labour Relations Act* and under section 43 of the *School Boards Collective Bargaining Act, 2014* and the authority to order a remedy which the arbitrator considers just and reasonable.

CX.XX WORK YEAR

CX.1 The fulltime work year for all employees' employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

CX.XX SPECIALIZED JOB CLASSES

Where there is a difficulty with recruitment or retention for a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the local parties may agree to apply a temporary skills shortage allowance to that job class in order to assist with recruitment and retention.

CX.XX VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

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

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.
- d) If an Employee is 61 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

CX.XX BENEFITS

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

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

CX.1 Funding

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

CX.2 Cost Sharing

With respect to the funding in CX.1a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.

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

CX.3 Payment in Lieu of Benefits/Alternative Arrangements

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

For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.

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

CX.XX STATUTORY LEAVES OF ABSENCE/SEB

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

- a) Family Medical Leave or Critically Ill Child Care leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

CX.00 SICK LEAVE

CX.1 Sick Leave/Short Term Leave and Disability Plan – Employees (excluding casual and term employees)

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs CX.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. For the purpose of iii) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.
- v. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- vi. Where any employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an unused sick/short term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.

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

e) WSIB & LTD

- i. An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

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

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

Eleven (11) days less the number of sick leave days used in the most recent year worked.

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

g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment

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

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

h) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) 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. 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.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- v. The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

i) Proof of Illness

- i. A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is required to be provided by the Employee for absences of five (5) consecutive working days or longer.
- ii. Where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Benefit Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board.

Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

- iii. In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

CX.XX ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

APPENDIX A – RETIREMENT GRATUITIES

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

LETTER OF AGREEMENT #X

BETWEEN

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

AND

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

Re: Job Security

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this

- consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
 5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants/CYWs
 - b. ECEs/ DECEs
 - c. Office/Clerical
 - d. Custodians/Cleaners
 - e. Maintenance/ Construction Trades
 - f. Instructors
 - g. Professionals (including Speech Pathologists)
 - h. Information Technology Staff
 - i. Library Technicians
 - j. Central Administration
 - k. Media Specialists
 6. Any and all existing local collective agreement job security provisions remain.
 7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.

This Letter of Agreement expires on August 30, 2017.

LETTER OF AGREEMENT #X

BETWEEN

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

AND

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Crown

RE: Early Childhood Educators Work Group

The parties agree that within sixty (60) days following central ratification, a committee consisting of equal numbers of CTA/Crown and OCEW representatives shall convene to consider and make recommendations concerning, but not limited to the following:

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

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

LETTER OF AGREEMENT #X

BETWEEN

The Council of Trustees' Associations

(hereinafter called 'CTA')

AND

The Ontario Council of Educational Workers

(hereinafter called 'OCEW')

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence Program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year;

that will be made available for the purpose of the SULP.

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

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

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

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

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

Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;

The government/employer will be obligated to match these contributions;

The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and

The plan amendments will respect any legislation that applies to registered pension plans, such as the *Pension Benefits Act* and *Income Tax Act*.

This Letter of Agreement expires on August 30, 2017.

LETTER OF AGREEMENT #X

BETWEEN

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

AND

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

AND

The Ontario Council of Educational Workers

(hereinafter called 'OCEW')

RE: Benefits

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

The OCEW shall request inclusion into an education sector Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should OCEW fail to reach agreement, consistent with the parameters contained herein, by February 29, 2016, the parties to this LOA will meet to consider other education sector Trust options in the Province of Ontario.

The parties to this LOA agree to comply with the Trust's requirements. If the Trust agrees to accept the request for inclusion, the provisions of the agreement between OCEW and the Trust shall be reflected in the participation agreement.

The provisions contained herein shall be applicable to OCEW within the Trust.

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

The parties agree that there are a number of governance options, of which one governance option is set out in 1.0.0 below.

1.0.0 GOVERNANCE

OCEW shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to develop a governance structure that may include the following:

- a) the addition of a non-voting trustee to be appointed by the OCEW to the Board of Trustees or an alternative representation option available pursuant to the terms of the Trust
- b) the creation of an OCEW subcommittee of the Trust with the following responsibilities pertaining to the OCEW division:
 - i. Plan design and amendments,
 - ii. Use of surpluses,
 - iii. Necessary actions or decisions required during a period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period,
 - iv. Any matter related to copay arrangements, and
 - v. Any other matters as appropriate.

The sub-committee decisions must comply with the requirements of the Trust and be approved by the Trust.

2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following OCEW represented employees are eligible to receive benefits through the Trust:

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

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

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

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

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

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

3.0.0 FUNDING

3.1.0 Start-Up Costs

3.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
- b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$615,000), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$300,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$300,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OCEW subject to the province’s transfer payment and accountability requirements.

3.2.0 On-Going Funding

3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Board.

3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

3.2.3 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

3.2.8 OCEW shall retain rights to their data.

3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i. "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.

- ii. For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits and excludes those described in 3.2.9(r).
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by OCEW. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by OCEW. If any amount cannot be agreed between OCEW and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i. In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either OCEW or the Council of Trustee Associations (CTA)/ Crown concludes, in good faith, following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits, then either OCEW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
 - ii. Prior to September 1, 2016, on any material matter, relating to Article 3.2.9, OCEW or the CTA/Crown can deem this Letter of Understanding to be null and void. No Participation Dates for any Board 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, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards 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.
- f. An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.
- g. With respect to 3.2.9 (d) and 3.2.9 (e) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.

- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j. Funding previously paid under 3.2.9 (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and OCEW.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some OCEW members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last Board's Participation Date.
- q. With respect to casual and temporary employees, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for casual and temporary employees the affected Boards will find a similar plan that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- r. For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.

4.0.0 TRANSITION COMMITTEE

4.1.0 Subject to the approval of ELHT, OCEW may have representation on the ELHT transition committee regarding all matters that may arise in the provision of benefits for employees represented by OCEW.

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.

6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

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

APPENDIX A – HRIS FILE

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

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

LETTER OF AGREEMENT #X

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA')

The Crown

Re: Professional Activity Day

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

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

LETTER OF AGREEMENT

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA')

Re: Long Term Disability (LTD) Plan Working Group

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

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

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

Exploring a common plan through a competitive tendering process

Exploring other delivery options through a competitive tendering process

Reviewing joint proposals from local boards and bargaining agents to effect changes to plan design to reduce costs.

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

LETTER OF AGREEMENT

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations
(Hereinafter the 'CTA')

Re: Sick Leave

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

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

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

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

LETTER OF AGREEMENT

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA')

AND

The Crown

RE: Violence Prevention Training

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

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

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

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

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

LETTER OF AGREEMENT #

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA')

RE: Employment Insurance (E.I.) Rebate

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

LETTER OF AGREEMENT #

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA')

Re: Professional Development

The parties acknowledge the important skills and expertise that Educational Workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees covered by this collective agreement, local school boards shall consult with local Union representatives prior to finalizing and delivering the funded professional development.

LETTER OF AGREEMENT #

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations
(Hereinafter the 'CTA')

AND

The Crown

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

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

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

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

LETTER OF AGREEMENT #X

BETWEEN

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

AND

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Allowances
2. Long Term Disability
3. Hours of Work
4. Work Week
5. Work Year (excluding local arrangements related to summer scheduling) other than those contained herein
6. Preparation and planning time for all staff whose core duties are directly related to student/learner instruction
7. Staffing Levels
8. Paid Vacation and Holidays including Statutory Holidays

LETTER OF AGREEMENT #X

BETWEEN

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

AND

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

- a. Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the

birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.

- b. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c. The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- d. Permanent employees and employees in term assignments not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- e. Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- f. Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- g. Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment, whichever is less.
- h. If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j. 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.
- k. Casual employees have no entitlement to the benefits outlined in this article.

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:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

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

Provisions related to this article remain status quo in accordance with terms and conditions with collective agreements from August 31st, 2014.

3. Short Term Paid Leaves

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective agreement and including modifications made during 2012-2014 local bargaining if any, that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short term paid leave provisions in the 2008-12 collective agreement or modifications made during 2012-2014 local bargaining if any that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short term paid leaves shall not **be** subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

5. Sick Leave to Bridge Long Term Disability Waiting Period

Boards which have Long Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

OCEW - APPENDIX II TO MOS

Memoranda of Agreements that are expressly outside the collective agreement.

MEMORANDUM OF AGREEMENT #X

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence in the workplace;
- Occupational health and safety training for OCEW members;
- Health and safety considerations in high risk areas of the school;
- Appropriate access to, and provision of, information related to students who may pose a safety risk; and
- Any other health and safety matters raised by either party.

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

OCEW will be entitled to equal representation on the Provincial Health and Safety Working group.

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

MEMORANDUM OF AGREEMENT #X

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Crown

Re: Ministry/School Board Initiatives

The parties agree that OCEW Educational Workers will be active participants in the discussion to establish the terms of reference for the Ministry of Education PPM regarding Ministry/School Board initiatives. Given the various job classifications in the bargaining units, the terms of reference will be developed to reflect the various roles, needs and concerns of Educational Workers.

MEMORANDUM OF SETTLEMENT

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

BETWEEN:

THE ONTARIO COUNCIL OF EDUCATIONAL WORKERS
(hereinafter 'OCEW')

AND

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

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that this Memorandum and attached Appendices form the basis of a full and final settlement of the current round of Central negotiations. The parties and the representatives of the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendices to their respective principals.
2. The attached Appendix I forms part of and shall be incorporated into the collective agreements between OCEW member unions and the CTA. The attached Appendix II consists of two memoranda agreed to by OCEW and the Crown that do not form part of the central terms of collective agreements concluded between the parties.
3. Ratification of the Memorandum of Settlement of Central Terms by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OCEW and by the CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by January 15, 2016.
4. The terms of this Memorandum of Settlement and Appendices shall be effective on the date of the ratification of the local terms, as per Section 39 (6, 7) of the *School Boards Collective Bargaining Act, 2014* provided that this Memorandum of Settlement is ratified by OCEW.

SUBJECT TO ERRORS AND OMISSIONS

5. Any compensation items that are retroactive shall be paid no later than thirty (30) days following the later of ratification of the respective local terms or this central agreement.
6. The following matters shall be effective, consistent with their terms, upon ratification of central terms:
 - Letter of Agreement re: Benefits
 - Central Labour Relations Committee
 - Provincial Health and Safety Working Group
 - Early Childhood Educators Working Group (FDK)
 - Scheduled Unpaid Leave Plan (SULP) designation
 - Notification Period for Vested Retirement Gratuity Voluntary Early Payout (payouts following local ratification)
7. The collective agreement shall consist of two parts. Part “A” consists of provisions respecting Central Issues. Part “B” consists of provisions with respect to Local Issues and certain Central Issues.
8. The terms herein, and in the accompanying Appendix I shall form the entirety of the central terms of the collective agreement and any directions to local parties with respect to centrally bargained issues.
9. Appendix I includes agreements reached at the central table that direct local parties with respect to the incorporation of local language on central issues. Such incorporation shall occur without modification as part of the process of finalizing the structure and content of each collective agreement.
10. Effective upon the signing of this Memorandum of Settlement, the parties agree there shall be no central job action pending the outcome of the central ratification process.
11. The discounted net present value of future retirement gratuities, the Scheduled Unpaid Leave Plan and the 2014-2015 non-ECE grid holdback, provides for increases to salaries, wages and direct compensation. Boards shall adjust their current salary grids and wage schedules in accordance with the following schedule:

September 1, 2014

- 0%

– September 1, 2015

- Elimination of the half year delay in grid movement
- 1% of earned wages as a part of this bargaining unit as a lump sum payment to all members covered by the collective agreement

SUBJECT TO ERRORS AND OMISSIONS

- September 1, 2016
 - 1% adjustment to the salary grids, wage schedules and to positions of responsibility allowances.

- February 1, 2017
 - 0.5% adjustment to the salary grids, wage schedules and to positions of responsibility allowances.

12. Method of Payment for One Time Lump Sum

Members of the bargaining unit that are employed as of September 8, 2015 will receive a 1% lump sum payment as follows:

- Permanent employees shall receive the equivalent of 1% of 2014-2015 wages/salary earned as a member of the applicable bargaining unit, provided they are actively at work, on statutory leave or an approved paid leave as at September 8, 2015.
- Permanent employees on a statutory leave for any part of 2014-2015 will not be adversely affected. The lump sum equivalent to 1% of annualized 2014-2015 wage/salary will be adjusted as if they earned their normal salary/wage for the period of the time on statutory leave.
- Casual or temporary employees shall be paid a lump sum payment equivalent to 1% of wages earned as a member of the applicable bargaining unit in the 2014-2015 school year provided they worked at least 40 hours in the 2014-2015 school year.

13. Lump Sum Payments: All lump sum payments shall be reported as earned wages for pension purposes under the Ontario Municipal Employees' Retirement System (OMERS).

14. Subject to the prior approval of Employment and Social Development Canada (ESDC) where allowable, the Statutory Leave/SEB plans as attached in Appendix I shall be established and implemented within sixty (60) days of the approval by ESDC.

15. In cases where provincial committees outlined in this central agreement raise issues of common interest for education sector affiliates/unions, the parties agree that these provincial committees may be combined conditional upon the agreement of all parties.

16. The parties agree that while Sulp replaces VLAP, it does not replace other local unpaid leave provisions.

Dated at Toronto, this 2nd day of December, 2015.

OCEW

H. Campbell

Mike Morgan

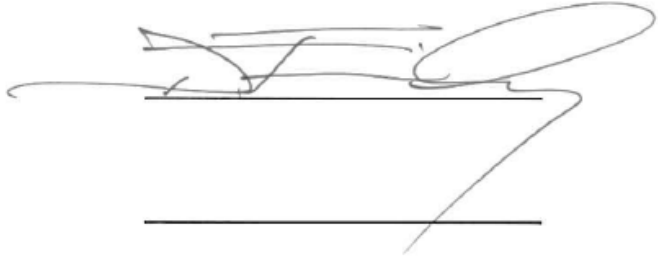
A. Koffel

B.

James P. Pappalardo

A. Pappalardo





CROWN

Benny

CTA

Fenny

M. M. M.
