

MEMORANDUM OF UNDERSTANDING

between

THE GOVERNMENT OF ONTARIO  
(hereinafter called the "Government")

- and -

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(the "Union")

1. In the interest of promoting an improved environment for learning and teaching, the above mentioned parties have reached this Memorandum of Understanding which includes all the of the attached provisions.
2. There will be an ETFO province-wide vote no later than June 23, 2013 to consider this Memorandum of Understanding.
3. If this Memorandum is approved, and following local bargaining in accordance with this Memorandum, it is the expectation of the above mentioned parties that the items listed in paragraph 2 in the Local Bargaining section and all other previously agreed upon local provisions shall be expeditiously appended to, and form part of, the existing local collective agreement. Effective dates are as specified in the appended documents with the exception of all Sick Leave/Short Term Sick Leave and Disability Plan provisions which are to be retroactive to September 1, 2012.
4. Any dispute with respect to the implementation of this Memorandum at the local level shall be referred to the Implementation Committee.

Dated this 12 day of June 2013, Toronto, Ontario

For the Union

Sam Hoff  
Gene Lewis  
\_\_\_\_\_

For the Government

George Zeguras  
George Zeguras  
\_\_\_\_\_

## **Local Bargaining**

The Government shall make best efforts to ensure that:

1. A period of local bargaining will occur immediately following ratification and conclude as soon as possible but no later than August 29, 2013.
2. The following agreed to items shall be appended to, and form part of, the existing local collective agreement without amendment:
  - Maternity Benefits
  - Sick Leave
  - Sick Leave/Short Term Sick Leave Disability Plan
  - Long Term Disability
  - Voluntary Unpaid Leave of Absence Program for All Bargaining Units
  - Unpaid Days and Offsetting Measures for Teacher Bargaining Units
  - Reconciliation for Teacher Bargaining Units
  - Attendance Recognition
  - Specialized Job Classes
  - Job Security for Support Staff
  - Non-vested Retirement Gratuity for Employees
  - Vested Retirement Gratuity for Employees
3. Local issues for discussion cannot be inconsistent with the terms contained in this memorandum or associated regulations and legislation.
4. Prior to the first local negotiations meeting the Parties shall disclose to each other local issues for consideration.
5. There shall be a minimum of three and no more than six full-days of local negotiations for each ETFO bargaining unit. Such time requirements may be altered with mutual consent.
6. Agreement on local issues shall be achieved through mutual consent.
7. At any point in the process, a request may be made by either Party for mediation assistance from the Ministry of Labour.
8. If the parties have previously reached agreement in writing on local language for the 2012-14 collective agreement, which is not inconsistent with this Memorandum of Agreement or associated regulations and legislation, those agreed items will be included in the local collective agreement.

## **Maternity Benefits**

### **Eligible Employees**

Effective May 1, 2013, employees previously entitled to maternity benefits under the 2008-12 collective agreement or the last collective agreement concluded between the parties will continue to be entitled to these benefits. In addition, the benefits are also available to:

- Employees hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment and commencing with the birth of the child
- Any other full-time employee (for this purpose defined as greater than 24 hours per week)

Employees on daily and/or casual assignments are not entitled to maternity benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the parties.

### **Benefit Entitlement**

Notwithstanding any provision in the collective agreement to the contrary, all "eligible employees" as set out herein on pregnancy leave shall receive 100% of their salary for not less than the eight (8) weeks of pregnancy leave less any amounts received under the Employment Insurance Act during such period. Such payments shall be made without deduction from sick leave or the Short Term Leave Disability Program (STLDP) under the collective agreement.

For clarity, eligible employees shall receive the pregnancy leave benefit payments herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the employee would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the employee in accordance with the Board's payroll procedure.

It is further understood that, where superior entitlements exist in the 2008-2012 Collective Agreement or the most recent collective agreements entered into by the parties, those superior entitlements shall apply.

Notwithstanding the above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 Collective Agreement that includes 17 weeks at 90% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

In order to be eligible to the maternity benefits herein, an employee must commence a pregnancy leave no earlier than May 1, 2013.

## **Sick Leave/Short Term Sick Leave and Disability Plan**

### **Sick Leave Days**

1. An employee who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:
  - Employees hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.
  - Any other full-time employee (for this purpose defined as greater than 24 hours per week)
2. Each school year, an employee shall be paid 100 % of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time employees shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the employee's first work day of the school year, provided the employee is actively at work and shall not accumulate from year-to-year.
3. Where an employee is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:
  - a) If, on the last work day in the previous fiscal year, the employee used a sick leave credit due to the same sickness or injury that requires the employee to be absent on the first work day in the current fiscal year,
    - i. the employee may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and
    - ii. the employee may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
  - b) If 3 a) does not apply, the employee may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits the information specified for that purpose in the collective agreement provisions and practices in effect as at August 31, 2012.
  - c) If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.

- d) For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.
  - e) A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness or medical appointment for a partial day.
    - i. However, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.
4. 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 currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (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.
  5. For the purposes of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.
  6. The Board shall be responsible for any costs related to third party assessments required by the board in accordance with the collective agreement provisions and practices in effect as at August 31, 2012. For clarity, current practices with respect to the payment for medical notes will continue.
  7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

### **Short Term Sick Leave**

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments as per the collective agreement provisions and practices in effect as at August 31, 2012.

9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.

### **Short-Term Leave and Disability Plan Top-up (STLDPT)**

10. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.

This top up is calculated as follows:

Eleven (11) days less the number of sick days used in the prior year.

11. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.
12. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board to top-up salary under the STLDP. The compassionate leave top-up will not exceed two (2) days and is dependent on having up to two (2) unused leave days in the current year available under paragraph 4.
13. When employees use any part of a short term sick leave day they may access their top-up bank to top up their salary to 100%.

### **Long Term Assignments**

14. A member of ETFO employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:
  1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
  2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
15. A member of ETFO who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 14, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.

16. A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

**LTD Plans**

17. If the Long Term Disability Plan contained in the 2008-2012 collective agreement requires a waiting period of more than 130 days, the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan. For teachers, this extension shall only apply to leaves which commence on or before December 31, 2013.

## **Long Term Disability**

The ETFO shall be the policyholder of the Provincial ETFO Long Term Disability Plan (LTD). The Board shall provide all data, related to the LTD Plan, as requested by the ETFO selected carrier.

The ETFO shall determine the design of the LTD Plan, the terms and conditions of the plan and the selection of the carrier.

All ETFO Teacher Bargaining Unit members who are permanent employees, including members who are on an approved leave of absence, are eligible and shall participate in the LTD Plan as a condition of their employment subject to the terms of the ETFO LTD plan administered by OTIP.

Only teachers who have reached the LTD policy termination (based on age, pension eligibility or eligible to participate in the LTD plan), have submitted formal notice of retirement, and are within the waiting period to be eligible for termination of premium and prefer to opt out of the LTD plan are considered ineligible.

The Provincial ETFO LTD plan shall commence September 1, 2013.

The teacher shall be responsible for one hundred percent (100%) of the LTD premiums.

The Board shall provide a list of members receiving LTD benefits as at the date of implementation.

The appended letter "Permission to Release Experience Information", forms a part of this agreement, and outlines the obligations of the Board and/or its agent to disclose the specified information.

The Board 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 or online LTD coverage information as provided by ETFO and/or OTIP;
  - i) enroll all eligible teachers into the LTD plan;
  - ii) inform teachers going on an approved leave of absence through written or online information provided by ETFO and/or OTIP of their obligation to maintain LTD coverage during the approved leave and the process for deductions while on an approved leave of absence;
  - iii) keep all records updated and submit teacher information for the benefits that are insured through OTIP on or before November 30<sup>th</sup> each year using the required process and formats required by OTIP;
  - iv) support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by ETFO and OTIP;

- v) where a payroll feed administration is jointly selected by the Local and Board this practice will continue. (submission of the required eligibility/enrolment information and data format defined by OTIP).

**B) Premium Administration**

- i) make payroll deductions;
- ii) make monthly payroll remittance based on the LTD premium contribution and insured salary provisions within thirty (30) days in the manner prescribed by the ETFO Provincial LTD Plan;
- iii) submit all payroll deductions (premiums) along with the required supporting information defined by ETFO and the Teacher Bargaining Unit ( i.e. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iv) collect and submit appropriate premiums from eligible teachers for LTD coverage while on approved leave of absence;
- v) support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- 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) support, complete and submit the Plan Administrator Statement as required by the plan provisions in the LTD claims process;
- ii) provide ETFO members with the claim kits where the Teacher Bargaining Unit and the Board mutually agree;
- iii) provide notification of prolonged absences after 15 consecutive working days to the designated ETFO Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- iv) support the mandatory early intervention process by providing contact information where required;
- v) utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- vi) provide teachers with the appropriate claims applications in the event of disability;
- vii) support return to work plans for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements in A, B and C above must be performed within the contractual and administrative timelines established for the Provincial ETFO LTD Plan.

**D) ETFO and OTIP are required to:**

- i) provide LTD insurance to eligible ETFO teachers;
- ii) provide the master policy to the Board;
- iii) provide claims kits to the Board that provide supporting information about the administrative procedures;

- iv) communicate any changes to the LTD Plan 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 ETFO and OTIP;
- vii) provide full support for teachers who are off due to prolonged absence through Early Intervention and ETFO LTD Services.
- viii) participate along with the Board and OTIP in return to work plans.

The ETFO shall assume all other administrative functions of the LTD Plan.

**Appended letter**

**LONG TERM DISABILITY REVIEW**

**PERMISSION TO RELEASE EXPERIENCE INFORMATION**

**Subject: Group Name and Policy Number(s)**

This letter authorizes the release of the following plan information for our group to OTIP (Ontario Teachers Insurance Plan).

**Specifically, please forward:**

- 1. Copy of current contract** (or booklet if contract not available). Please include a history of plan amendments within the last three to five years.
- 2. Premiums and claims experience** separated by year for the past three to five years for the LTD benefit. Indication of whether PST is included or excluded from premium provided as well as indication of any external consulting fees included in the premium.
- 3. Premium rate history and basis** (% of insured salary or per \$100) including effective dates coinciding with the premium and claims experience stated in 2. The rate history should include the reason for change:
  - a) Due to renewal
  - b) Due to change in plan design
- 4. Census data** that includes for each employee date of birth, gender, salary, volumes of LTD insurance, employee class, employment status and indication of waived coverage. This should include members who are on leave that are continuing LTD coverage.
- 5. Current listing of disabled members** that includes the employees date of disability, date of benefit commencement, date of birth, gender, salary, volume of insurance, claim status, termination date and employment status.
- 6. Indication of whether the LTD benefit is mandatory or voluntary.**
- 7. Indication of current premium share arrangements (taxable or non-taxable).**
- 8. Most recent financial statement** outlining the financial position including any reserve values (claims fluctuation reserves and incurred but not reported reserves) and funds on deposit in excess of required reserve amounts.

**9. A summary description of the claim handling process at the board**

- a. Who provides claim kits
- b. Are completed claims kits sent directly to carrier by claimant or required to be returned to board and board forwards to carrier.

**10. A summary description of process to identify potential LTD claimants and whether early intervention rehabilitation services are provided / available.**

**11. A summary description of LTD continuation during a leave of absence.**

- a. Are members allowed to suspend / continue coverage
- b. Are premiums billed and collected by board or paid direct to carrier

**12. A summary description of return to work process from board's perspective.**

This information is to be sent to:

OTIP  
P.O. Box 218, 125 Northfield Drive West  
Waterloo, ON N2J 3Z9

Thank you for your cooperation and assistance.

Sincerely,

Name

\_\_\_\_\_

Title

## **Voluntary Unpaid Leave of Absence Program For all Bargaining Units**

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all ETFO bargaining units effective on the date of ratification of this Memorandum of Understanding.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available occasional staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the remaining pay periods of the 2013-14 school year provided the requests are made in writing by September 15, 2013.
5. It is understood that teachers taking a voluntary unpaid leave day shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards.
6. Requests for voluntary unpaid leave of absence days will not normally include the first week of the school year and days needed to support student assessment periods and parent reporting.
7. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the Ontario Teachers' Pension Plan and OMERS.
8. The Board will report unpaid VLAP days to each ETFO Bargaining Unit based on the names of applicants and the total approvals on a monthly basis.
9. All net savings achieved by the Board as a result of VLAP days being utilized shall be applied to Offsetting Measures.

## **Unpaid Days and Offsetting Measures for Teacher Bargaining Units**

All members of an ETFO teacher bargaining unit as defined in Section 277.3 (1)1 of the Education Act, hereinafter "an ETFO teacher bargaining unit", will be required to take one (1) mandatory unpaid day on Friday, December 20, 2013.

The following cost savings measures will be implemented:

1. Voluntary Unpaid Leave of Absence Program
2. Efficiencies in the delivery of professional development for the October 11, 2013 PD day will be used to provide funding for offsetting measures equivalent to 16% of the cost of an unpaid day. Further, this PD day will be a day reserved for the delivery of Ministry priorities.
3. An Early Retirement Incentive Plan (ERIP) will be introduced in the event that the savings in #1 and #2 are not projected to provide sufficient cost recovery for one unpaid day across the Bargaining Unit.

If the necessary savings are achieved in #1 and #2 the Board may choose to implement the ERIP program at its discretion.

The ERIP shall be in the form of a \$5000 payment to any teacher who retires between the end of November 2013 and January 31, 2014.

The Board shall give notice of the implementation of the ERIP no later than November 30, 2013.

Any requirements for notification periods for retirement or specific retirement dates shall be waived in the 2013-2014 school year. A minimum two week retirement notice period shall be provided to boards in the open period from November 30, 2013 to January 31, 2014.

4. Any other cost savings measures agreed to by Bargaining Unit and the Board.

The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years.

All members of an ETFO teacher bargaining unit will be required to take a further unpaid day on Friday March 7, 2014 if the above measures do not achieve sufficient savings at least equal to the value of one day's pay across the Bargaining Unit. In the event that cost-savings measures achieve savings in excess of those required to offset unpaid days, such savings shall be retained by the Board.

Any member of ETFO who is not a member of an ETFO teacher bargaining unit shall not be required to take unpaid days.

### **Reconciliation For Teacher Bargaining Units**

A reconciliation committee will be created with equal representation from the Board and the ETFO teacher bargaining unit.

The committee will meet monthly starting in June 2013 to track targeted savings and expenditures. The cost of the ERIP shall be deducted from savings. All relevant information required to monitor and administer the reconciliation shall be fully shared between the parties.

In the event that by November 30, 2013, savings are not on target to meet the financial goal equivalent to at least one (1) unpaid day, the ERIP program will be implemented. In the event of a dispute between the Board and Bargaining Unit about the financial necessity for an ERIP, the Board may choose not to offer the ERIP program. However, in the event that the financial savings for the cost recovery for the unpaid day are not subsequently achieved, the members of the teacher bargaining unit shall not be required to take an unpaid day on March 7, 2014.

## **Attendance Recognition**

A Shared Savings Initiative (SSI) shall be established in every ETFO bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-2014 school year shall be as per the definition for sick leave in the 2008-2012 collective agreement and shall be determined as of June 30, 2014.

If a member of an ETFO teacher bargaining unit's usage is below six (6) full days of his/her days' absence then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For ETFO members, other than members of an ETFO teacher bargaining unit, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.

### **Specialized Job Classes**

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

## **Job Security for Support Staff**

1. The existing FTE complement as of March 31, 2013 in all ETFO support staff job classes will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.
2. Staffing provisions contained in the 2008-12 collective agreements or the last collective agreement completed between the parties with regard to surplus and bumping will continue.
3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment; or
  - c. Funding reductions directly related to services provided by bargaining unit members.
4. Where complement reductions are required pursuant to the 3 (b) or (c) above, they shall be achieved as follows:
  - a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.
5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with ETFO 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).
6. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
7. This letter of understanding expires on August 31, 2014
8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

**Non-Vested Retirement Gratuity For Employees**

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \quad \times \quad \frac{Y}{200} \quad \times \quad \frac{Z}{4} \quad = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year. However, in exceptional circumstances such as disputes over entitlement, quantum etc, payment may be delayed with the consent of the employee.

**Vested Retirement Gratuity For Employees**

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.

It is understood that members shall be fully vested if they have completed the qualifying periods in existing collective agreements regardless of whether the qualifying period is less than ten (10) years.

## **Implementation Committee**

The Parties agree that a committee for discussion of implementation issues will be established with the goal of encouraging consistency, equitability and fairness of implementation.

The Implementation Committee shall have school board, ETFO and Ministry representatives.

The Implementation Committee shall meet as soon as reasonably practicable to discuss its process including frequency of meetings and topics of mutual interest. The Committee will also consider further means of addressing implementation issues including communications to the Parties and the future role of the committee, if any.

It is understood that this committee and its discussions do not affect the collective agreement and dispute resolution entitlements of any party in any way.

Where the Parties agree to an interpretation, the agreed-to interpretation will be communicated to all affected school boards and Bargaining Units and shall be implemented in accordance with the Implementation Committee instructions. Such decisions may be communicated in interpretation manuals and/or guidelines. Regulations may be made where appropriate.

## **Future Grids**

The government shall meet to review school board employee salary grids with stakeholders during the term of the 2012 to 2014 collective agreements including, but not limited to, how employees move on the experience and qualification salary grid (where applicable) and the variation currently in the monetary value of each grid step, with a view to future sustainability.

Absent agreement during the review, any change to grid issues shall be the subject of collective bargaining for the next collective agreement.

## **Addressing ETFO Salary Differential**

Effective September 1, 2014 the government will eliminate the differential in salary between ETFO and non-ETFO teachers by eliminating the differential applicable benchmarks in the GSN as illustrated in the Technical Paper 2013-14 under "Addendum - Funding Benchmarks affecting the Elementary Teachers' Federation of Ontario" (pages 141 - 148) and the corresponding GSN regulations. For clarity, the addendum would cease to exist effective September 1, 2014 and all teachers in Ontario would be funded on the basis of a common set of benchmarks as illustrated in the Technical Paper.

Consistent with past practice, these amendments in the GSN and funding benchmarks referred to above will result in corresponding adjustments to the salary grids and become effective and implemented on September 1, 2014. For further clarity, the salary grids will be what they would otherwise have been but for the differential referenced herein.

These adjusted salary grids will be the basis for any future bargaining to replace the collective agreements expiring August 31, 2014. Such adjustment is without prejudice to any increase that may be negotiated in such bargaining.

## **Workload Study**

A researcher shall be selected in consultation with ETFO to be contracted by the government, to conduct a study of current and planned educational initiatives and student assessment at the provincial and school board level with a view to clearly focus such initiatives and assessments on student achievement, teacher workload, and teacher professionalism.

The researcher will be selected in consultation with ETFO by June 30, 2013.

ETFO and English language public district school boards will be directly involved in consultations regarding the scope, content and the implementation of research.

There is a commitment to complete the research and accompanying report by December 31, 2013, with recommendations on implementation to be provided by the researcher.

During the course of the review, any proposed new provincial initiatives which would impact on workload, classroom quality or testing/data collection will be discussed with the researcher and ETFO prior to being finalized or implemented. The views of the researcher and ETFO will be taken into consideration by the Ministry of Education prior to making final decisions about the design and implementation of these programs. This would exclude:

- All existing initiatives
- Previously announced and/or implemented programs or components of these programs, including existing student achievement initiatives, that may be impacting a particular school board or school for the first time
- New initiatives required to respond to concerns about student safety.

The Ministry remains committed to ensuring the implementation of PPM 155 and its direction on the selection and use of diagnostic assessment tools used to gather data and information about student learning.

### **Regulation 274 Hiring Practices**

The parties agree to establish a committee consisting of up to 6 members of ETFO to meet with no more than 6 representatives of English language public school boards and 2 representatives of the Ministry, to review Reg. 274/12 Hiring Practices with a view to establishing hiring practices and implementation procedures agreeable to the parties and/or to establish best practices for occasional teacher allocation and development.

### **Health and Safety**

The parties agree that a health and safety task force shall be established by the government no later than June 30, 2013, with representation from ETFO, school boards, Ministry of Education and Ministry of Labour.

The task force will examine workplace health and safety issues confronting members of ETFO and provide advice, information, and make recommendations no later than December 31, 2013, including the possibility of establishing a Section 21 committee for the education sector as per the Occupational Health and Safety Act.

Where a task force recommendation has sector wide implications, consultation with other parties will be required.

### **Provincial Benefits Plan**

It is agreed that ETFO will be invited to become a full and equal participant in any working group or task force established to investigate the creation of one or more provincial benefit plans for the education sector with the same representational rights and additional funding as necessary to enable such participation.