

MEMORANDUM OF UNDERSTANDING

Between

THE MINISTRY OF EDUCATION

And

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (OECTA)

July 5th, 2012

A. Term

The term of collective agreements within the scope of this Memorandum of Understanding (MOU) is two (2) years (September 1, 2012 to August 31, 2014).

B. Salary Increases

1. 0% in 2012-13
2. 0% in 2013-14

C. Retirement Gratuities

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.

D. Sick Leave/Short Term Leave and Disability Plan/Long Term Disability Plan

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under s.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

Sick Leave Days

1. Each school year, a teacher shall be paid 100 % of regular salary for up to ten (10) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. A part-time teacher shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to ten (10) days of absence due to illness. These days shall not accumulate from year-to-year.
2. Any leave provision under the local 2008-2012 collective agreement that utilizes deduction from sick leave, for reasons other than 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.

Short Term Sick Leave

1. Each school year, a teacher absent beyond the ten (10) sick leave days paid at 100% of salary, as noted in clause 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid 66.67% of regular salary, and be eligible for 90% of regular salary in accordance with the Short-Term Leave and Disability (STLDP) provisions detailed below.

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

1. Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sickness Leave/Short-Term Leave and Disability Proposal (STLDP) with the following principles:
 - i. Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
 - ii. The government/employer will be obligated to match these contributions;
 - iii. if the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns back to work.
 - a. If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
 - b. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
 - iv. the exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers' Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers Federation (OTF) and the Minister of Education); and
 - v. the plan amendments will have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act and the Income Tax Act.

In school boards where the Long Term Disability Plan waiting period currently exceeds 130 days the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan until such time, but no later than January 1, 2013, that the Association becomes the policy holder of all Long Term Disability plans.

2. For the purpose of determining the divisor for the number of days worked that constitutes a year, separate classes of employee groups shall be used. This will be consistent with the classes identified in the current long term disability plans for the respective employee groups.

Effective September 1, 2012 the school boards shall notify teachers, copied to the local unit, when they have exhausted their ten (10) days of sick leave at 100% of salary in any school year. Failure to notify an employee, or the unit, will not be subject to the grievance procedure if such failure is due to circumstances beyond the control of the board.

See attached for the common method of deduction (Payment of Reduced Income Days) to be used by all school boards.

Short Term Leave and Disability Plan (STLDP)

1. For teacher absences that extend beyond the ten (10) sick leave days paid at 100% of salary referenced above the teacher shall be eligible for a STLDP of 90% of regular salary, subject to the appended mutually agreed to third party adjudication process.

In the event that a school board fails to implement the STLDP third party adjudication process with the Ontario Teachers' Insurance Plan (OTIP) by September 1, 2012 all absences due to illness beyond the ten (10) sick leave days paid at 100% of salary shall be paid at 90% of regular salary. Illness shall be defined as per the 2008-12 local collective agreement. Payments made prior to the implementation of the STLDP will not be subsequently adjudicated under the STLDP.

2. Subject to the third party adjudication process, an absence is eligible for the STLDP under either of the following conditions:
 - a. All, or any part of, an absence of five (5) or more consecutive work days, occurs beyond the ten (10) sick leave days paid at 100% of salary.
 - b. An absence of any duration beyond the ten (10) sick leave days paid at 100% of salary due to an ongoing or intermittent medical condition such as, but not limited to, recurring illnesses or medical conditions, or any form of chronic condition.
3. School boards and the Association shall fully comply with the provisions of the STLDP and cooperate with the third party adjudicator in the implementation and administration of the STLDP.
4. School boards and the Association shall fully comply with the notification requirements defined by the administration provisions of the STLDP and cooperate with the third party adjudicator in the implementation and administration of a mandatory early intervention and return to work processes as a component of the short term disability plan.
5. The school boards shall be the policyholder and be responsible for the costs of the third-party adjudication process.
6. It is agreed that, for the term of this agreement, the decisions of the third party adjudicator shall be subject only to the appeal process and not the grievance process.
7. The school board shall reimburse the cost of medical documentation required by the third-party adjudication process.

8. The agreed upon third party adjudication contract and process will be reviewed by the school boards and/or OCSTA, in consultation with OECTA, by August 31, 2014.

Should the school boards and/or OCSTA engage in an RFP process for a third party adjudication process, the Association shall be consulted on the development of the RFP to ensure consistency with long term disability plans.

The adjudication process between the STLDP and the long term disability plans shall provide a consistent continuum of coverage. An essential criterion in evaluating any RFP will be consideration of a seamless third party adjudication process with the long term disability plans.

Workplace Safety and Insurance Board (WSIB)

Notwithstanding the above, WSIB benefits shall be maintained in accordance with the 2008-2012 local collective agreement. For clarity, where the current WSIB top up is deducted from sick leave the board shall maintain the same level of top-up without deduction from sick leave.

Maternity Leave

Notwithstanding the above, a teacher shall receive 100% of salary for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-12 local collective agreement but without deduction from sick leave. Teachers who require a longer than six week recuperation period shall have access to the short term disability plan through the normal adjudication process.

Occasional Teachers in Long Term Assignments

1. The definition of Long Term Occasional Teacher shall be as per the respective occasional teacher local collective agreement.
2. Occasional Teachers during a Long Term Assignment shall be eligible for the Sick Leave and STLDP subject to the conditions in number three (3) below. For clarity, such plans cannot extend beyond the term of a given Long Term Assignment.
3. The number of days available to an Occasional Teacher in a Long Term Assignment in the Sick Leave and STLDP shall be based upon the following:
 - (a) Sick leave and STLDP days are allocated at the commencement of the Long Term Assignment;
 - (b) Ten (10) days of sick leave at 100% of salary based on a ten (10) month assignment, pro-rated based on the length of the assignment. Such leave shall not accumulate from school year to school year.
 - (c) i) Sixty (60) days of STLDP, for a ten (10) month assignment, and subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year.

ii) For Long Term Assignments of less than ten (10) months, three (3) days of STLDP per month, subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year. These days shall be credited at the beginning of each month of the assignment, except in the case of pre-determined assignments of more than three (3) months, where such days shall be credited at the beginning of the assignment.

(d) An Occasional Teacher may accumulate unused sick leave from one Long Term Assignment to another Long Term Assignment within the same school year.

4. Any leave provision under the local 2008-2012 occasional teacher collective agreement that utilizes deduction from sick leave, for reasons other than illness, shall be granted without loss of salary or deduction from sick leave to a maximum of five (5) days per school year. Local occasional teacher collective agreements that currently have less than five (5) days shall remain at that number. **Local occasional teacher 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.

Long Term Disability (LTD) Plans

1. The Association shall be the policyholder of the Long Term Disability Plans effective January 1, 2013, except as determined by number 7 below, subject to the existing notice provisions with the current carrier. School boards shall provide all data, related to the long term disability plans, as requested by the Association's carrier.
2. All teachers shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
3. The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
4. The school boards shall enroll all teachers, identified in 2 above, in the Long Term Disability Plan in the manner prescribed by the Association.
5. The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide OECTA teachers with LTD Claim kits.
6. The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
7. The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association long term disability plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums as per number 6 above unless otherwise agreed to locally.

8. The Association shall assume all other administrative functions of the Long Term Disability plans for the Teachers.
9. The Association shall determine the design of the Long Term Disability plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in 7 above.
10. Effective September 1, 2012, the third party adjudicator shall copy the local unit notice regarding all individuals who begin to access the short term leave and disability plan at the time notification of the adjudication decision is provided to the school board.
11. Effective September 1, 2012, the school boards shall participate in early intervention programs initiated on behalf of disabled teachers who shall participate in such programs.
12. Effective September 1, 2012, the school boards shall participate in return to work programs initiated on behalf of disabled teachers.
13. The school boards shall provide a list of teachers on claim as of September 1, 2012 and on December 31, 2012.
14. By September 1, 2012 the school boards, except where the school board pays 100% of the premiums (Dufferin-Peel CDSB and Huron-Superior CDSB), and their agents shall provide to the Association and its agent(s) detailed disclosure regarding existing long term disability benefit plans for the Association members in all school boards. The appended letter "Permission to Release Experience Information", forms a part of this agreement, and outlines the obligations of the school boards and/or their agents to disclose the specified information and is subject to the Alternate Dispute Resolution in the case of any dispute concerning terms or implementation.
15. Effective July 4, 2012 school boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).

E. Benefits

1. The government proposes to establish a committee composed of teachers' federations, support staff unions, school boards, school board trustee associations and the government (Ministries of Education and Finance) to fully investigate the creation of one or more "provincial" benefits plan(s) for the education sector, with a view to consolidation and consistency of approach.
2. The Committee would complete its work by January 1, 2014 for consideration during collective agreement discussions in 2014, with solutions that ensure the fiscal sustainability of benefits plans for employees, employers, and taxpayers into the medium and long-term.
3. Subject to committee review in paragraph E1 and E2 above, the Association shall be the policy holder of the benefits plans for all teachers in Catholic schools, excluding statutory benefits.

4. With the exception of the Long Term Disability Benefit plans, all group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain *status quo* for the 2012-2014 collective agreements. For clarity, *status quo* includes any scheduled adjustments based on the contract definition(s) and these will occur as scheduled (e.g. If in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).
5. Effective July 4, 2012, in order to ensure the fiscal sustainability of health care benefit plans for employees, employers, and taxpayers into the medium and long term, the withdrawal of any monies from any health care benefit plan reserves, surpluses and/or deposits shall require the express approval of the Minister of Education. All such withdrawals shall be reported to the committee established in accordance with E1 above.
6. One of the objectives of the committee review will be to provide full and complete transparency by ensuring that there is an ongoing mechanism for the release of all benefit plan information, including all financial data, to employees through their representative organizations, employers and the government.

F. Benefits after Retirement

1. Effective September 1, 2013, any new retiree (or his/her family) in the education sector who has access to post-retirement benefits (health, dental, life, etc.) and pays premiums for such benefits shall be included in an experience pool segregated from all active employees, such that the pool is self-funded.
2. Effective September 1, 2013, no new retirees (or his/her family) in the education sector shall be eligible for employer contributions to any post-retirement benefits (health, dental, life, etc.).
3. Existing retirees (or his/her family) and any employee retiring before September 1, 2013 in the education sector who has access to post-retirement benefits (health, dental, life, etc.) will continue to be included in the experience pool in which they are presently included and pay the appropriate premiums for that existing experience pool. Employer contributions where they currently exist will continue for this group.

G. Unpaid Leave Days

The following parameter shall be in effect during only the 2012-13 and 2013-14 years:

1. All teachers, vice-principals and principals will take three (3) unpaid leave days on three (3) scheduled professional activity days for the 2013-14 school year. These days shall exclude any day designated for the purpose of assessment and completion of report cards at the elementary level (as per the 2008-2012 local collective agreement). . The dates of the unpaid leave days shall be October 11, 2013, December 20, 2013, and March 7, 2014.
2. Savings resulting from G1 above shall be applied against the government's fiscal targets for the education sector.
3. The following clause is subject to either Teacher Pension Plan amendment or legislation:

- a) Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Unpaid Professional Activity (PA) Days Proposal with the following principles:
- b) The definition of pensionable salary would be amended as appropriate to ensure that it does not reflect the reduction due to the unpaid PA days;
- c) The exact plan amendments required to implement this change will be developed in collaboration with OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education);
- d) The plan amendments would have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act, and the Income Tax Act.
- e) The plan amendments, if approved, will come into effect on September 1, 2012.

H. Professional Learning Funding in GSN - Elementary panel only

The Parties note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to amend the allocation in the GSN for enhancing professional learning opportunities for teachers. The per pupil funding benchmark for professional learning under the Pupil Foundation Grant will be suspended for the 2012-2013 and 2013-2014 school years.

If this funding is not reinstated, the savings will be credited towards any fiscal targets beyond the term of this MOU.

The provisions of collective agreements related to the allocation of the suspended funding for professional learning opportunities for teachers will not be operational.

I. Secondary programming

The Parties note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to amend the allocation in the GSN supporting the expansion of secondary programming. The provision in the 2008 PDT agreement providing for the expansion of secondary programming effective August 31st 2012, will not be implemented.

The provisions of the collective agreements related to the scheduled expansion of the secondary programming effective August 31st 2012 will be suspended until August 31st 2014.

If this funding is not reinstated, the savings will be credited towards any fiscal targets beyond the term of this MOU.

J. Salary Grids

1. All teachers shall move through and across the salary grid in accordance with their individual experience and qualifications, in accordance with their local collective agreement.

The increments shall come into effect on the ninety-seventh (97th) day of each school year.

The government shall provide all necessary funding to enable teacher salary grid movement for both qualifications and experience for the duration of this Memorandum of Understanding for those teachers funded through the Pupil Foundation Grant and the Teacher Qualifications and Experience Allocation.

2. The government shall meet to review school board employee salary grids with stakeholders during the term of the 2012 to 2014 PDT 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.

K. Professional Judgment and Effective use of Diagnostic Assessment

Should an existing local collective agreement provision provide a greater benefit to a teacher than the benefit provided by this provision of the MOU, the existing provision shall prevail.

“Teachers’ professional judgments are at the heart of effective assessment, evaluation, and reporting of student achievement.” Growing Success, Assessment, Evaluation, and Reporting in Ontario Schools, First Edition, 2010.

A teacher’s professional judgment is the cornerstone of assessment and evaluation. Diagnostic assessment is used to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgments on student learning during the learning cycle.

The following language shall be incorporated into every collective agreement:

1. The Ministry of Education will release a Policy Program Memorandum (PPM) with respect to the effective use of diagnostic assessments.
2. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
3. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.

L. Hiring Practice

The following language shall be incorporated into every local occasional teacher collective agreement:

Occasional Teachers (OTs) play a critical role in the educational achievement of Ontario's students and Ontario's new teachers are increasingly relying on occasional teaching assignments as their introduction to the teaching profession. The OT role is challenging and builds experience which should be recognized by Boards in the hiring for Long Term Occasional (LTO) and/or permanent positions. It is critical that the process to gain such positions be fair and transparent.

I. Seniority

Seniority as an Occasional Teacher shall commence on the most recent date of hire to the Occasional Teacher Bargaining Unit and shall continue uninterrupted thereafter.

II. The Occasional Teacher Seniority List

(a) The Occasional Teacher Bargaining Unit Seniority List shall provide, in decreasing order of seniority, the names of the Occasional Teachers, the most recent date of hire to the Occasional Teacher Bargaining Unit (seniority date), and experience.

(b) For the purpose of establishing the order of the Occasional Teacher Bargaining Unit Seniority List, where seniority is equal among two (2) or more Occasional Teachers, the tie shall be broken according to the following criteria and in the following order, based on the greater experience:

- (i) Experience accrued as a member of the Occasional Teacher Bargaining Unit, defined as the total number of days worked since the most recent date of hire to the Bargaining Unit (seniority date);
- (ii) Teaching experience as a certified teacher in Ontario;
- (iii) Or failing that, by lot conducted in the presence of the President of the Occasional Teacher bargaining unit or designate.

(c) The Board shall provide the Occasional Teachers' Seniority list, as at September 1st of each school year, to the Bargaining Unit and shall distribute a copy of the list to each teacher worksite by Sept 30th of each school year. The Board shall post the list on the OECTA bulletin board at each work site.

III. The Hiring of Occasional Teachers in Long Term Assignments:

Subject to denominational rights enjoyed by a Separate School Board, the following shall be the process for the hiring of Occasional Teachers into Long Term assignments:

(a) A Long-Term Occasional Teacher Placement Roster shall be generated through the following processes:

- i) Any Occasional Teacher having a minimum of ten (10) working months seniority and having worked a minimum of 20 days in that period from the most recent date of hire, may apply to be interviewed for placement on the Long-Term Occasional Teacher Placement Roster.
- ii) Occasional Teachers who are recommended by the Board following an interview for placement on the Long-Term Occasional Teacher Placement Roster, shall be assigned to the roster.

- iii) Following the interview, Occasional Teachers not placed on the roster, who make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to successful placement on the roster in the future.
- (b) The School Board in which the Long-Term Occasional position is needed will hire, according to Regulation 298, one of five roster Occasional Teachers who apply and most closely match the following requirements in the following order:
 - i) Supernumerary/Redundant teachers in order of seniority.
 - ii) Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the Occasional Teacher on the Long-Term Occasional Teacher Placement Roster who holds the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), who has the greatest seniority.
- (c) If the Occasional Teacher declines the assignment, the school board shall select from the remaining four teachers on the roster, the qualified Occasional Teacher as per (b) ii) above.
- (d) In the event that no qualified Occasional Teacher on the Long-Term Occasional Teacher Placement Roster accepts the assignment or there is no qualified Occasional Teacher on the roster for the assignment, the Board shall post and fill the Long Term assignment from the Occasional Teacher Bargaining Unit List.
- (e) Hire a new teacher who is not on the Occasional Teacher Bargaining Unit List.

IV. The Hiring of Occasional Teachers to Permanent Teaching Positions:

Subject to denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, members of the Occasional Teacher Bargaining Unit who are on the Long-Term Occasional Teacher Placement Roster will be hired into permanent teaching positions in the following manner:

- (a) Occasional Teachers who have completed a minimum of one (1) Long-Term assignment that was a minimum of four (4) months in duration, and received a positive evaluation* shall be eligible to apply for any posted permanent teaching positions. All vacancies shall be posted;
- (b) Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the five (5) Occasional Teachers on the Long-Term Occasional Teacher Placement Roster, who have applied and who hold the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) and are most senior, shall be eligible for a Permanent Teaching position interview.

- (c) The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.
- (d) Following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to a successful application in the future.

* the evaluation referred to will be a templated process (greatly simplified from, and not considered equivalent to, a regular TPA) mutually agreed to by the local schools board and the local occasional teacher bargaining unit. Evaluation shall be compulsory for all Occasional Teachers in their first LTO assignment of 4 or more months duration, with any given school board. The parties to this agreement shall develop and implement a standardized occasional teacher evaluation process no later than September 1, 2013.

M. Dispute Resolution/Enforcement Mechanism

For the term of collective agreements within the scope of this MOU, a dispute pertaining solely to any of the terms or conditions specifically agreed upon at the 2012 MOU that are incorporated into a local collective agreement, with the exception of matters agreed-to through local bargaining, shall be subject to the following procedures:

Neither an OECTA local bargaining unit nor a Catholic District School Board shall have the jurisdiction to initiate or identify a dispute pertaining to the terms or conditions of this MOU. A dispute shall be identified exclusively by OCSTA or OECTA (provincial) and be limited to terms and conditions of this MOU.

Prior to utilizing the procedure below, any dispute pertaining to this MOU as described above, shall be subject to an attempt at resolution in the following manner: a) Both OCSTA and OECTA shall name a representative to attempt a mutual resolution of the dispute by attending at the local board where such dispute occurred and attempt to resolve the issue. Any resolution shall be reduced to Minutes of Settlement that shall be subject to 8 and 9 below. This attempt at resolution shall be completed within ten (10) working days of the dispute being brought to OCSTA's or OECTA's attention. If the matter is not resolved within the ten (10) day period, the matter shall be deemed to be at impasse.

In the event of impasse, the following procedure shall apply forthwith:

1. The Association and the local Board shall outline, in writing, their respective interpretations of the application of the term or condition in question.
2. Within five (5) days of the impasse, the matter shall be referred to an arbitrator for determination on an expedited and informal basis. Both OCSTA and OECTA shall agree on a list of eight (8) arbitrators who agree to function according to the process outlined in the Central PDT agreement Dispute Resolution.

Failing mutual agreement on a list each party (OCSTA and OECTA) shall provide the Ministry of Education with a list of four (4) arbitrators.

The list of eight (8) arbitrators shall be arranged alphabetically and shall be appointed to a dispute, either by mutual agreement or by the Ministry of Education utilizing the following protocol:

- (i) The list of eight (8) arbitrators shall be arranged alphabetically;
 - (ii) When an issue in dispute arises the arbitrators shall be approached in the order they appear on the list;
 - (iii) If an arbitrator approached as in (ii) above is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available;
 - (iv) A subsequent dispute shall be put to the arbitrator on the list directly next in line after the arbitrator who decided the last issue;
 - (v) The sequence above shall be repeated for each subsequent dispute.
3. Within twenty (20) days of the referral, the arbitrator shall render a decision. ***see note at end re arbitrators*
 - 4 The arbitrator shall have all of the powers provided to arbitrators under the Ontario Labour Relations Act and the applicable local collective agreement.
 5. It is understood that a hearing may take place after regular business hours in order to meet the time line stipulated.
 6. Any party or person present at the discussions leading to this MOU may be called on to give evidence and is compellable, except Counsel.
 - 7 The arbitrator shall provide a final and binding interpretation of this MOU and provide a final and binding remedy in respect of any violation or contravention of this MOU.
 8. Within five (5) days of the decision being rendered it shall be circulated to all local bargaining units and boards, unless the parties agree otherwise.
 9. The decision or any settlement shall be binding on all parties to all collective agreements that incorporate the terms and conditions agreed to in this MOU and incorporated into a local collective agreement for the term of the agreement.
 10. The government is deemed to be a party to this process.
 11. The arbitral costs of resolving any dispute shall be shared equally between the district school board in which the dispute arose and OECTA.

*** Note : the concept is to engage arbitrators who are willing to hold such hearings within the stipulated timelines by prior consultation before being included on the list of arbitrators. Pragmatically most hearings will be held after regular business hours.*

N. Opportunity to Bargain Locally and Avoid Disruptions to Student Learning

Effective September 1, 2012, the provisions of this MOU shall apply and supercede any related provision of any OECTA local agreement, subject to the provisions of section K of this MOU.

1. A period of local bargaining shall occur following the signing of this MOU and shall cease by December 31, 2012.
2. Any changes to local agreements, other than those specifically required by this MOU must be mutually agreed to by the Association and the local school board. Any local bargaining will not amend sections of the collective agreement amended by this MOU.
3. All clauses of the collective agreement that are not amended by this MOU or by the process identified above shall remain status quo.
4. The parties agree that for the purpose of the 2012 -2014 collective agreements all letters of intent or understanding, minutes of settlement, or any other memoranda, contained or pertaining to the 2008-2012 collective agreements, dealing with any term or condition of a collective agreement, or any other term or condition negotiated between the parties, shall continue in force and effect until renegotiated by the parties.
5. There shall be no strikes, lockouts, or applications for conciliation during the period of local bargaining.

O. Access to Information

1. The Government and School Boards will continue to respond to requests for information and current data, pertinent to the education sector, in a timely manner.
2. By August 15th of each school year, every school board shall collect and provide to the Ministry of Education, OECTA, and OCSTA electronic data regarding sick leave usage for all teachers during the school year. This shall be provided indicating individual teacher use and consolidated data for all teachers in the school board.

P. Transferability of Other Agreements

The Government acknowledges that the Roman Catholic publically funded school system will not be financially disadvantaged in any way as a result of other financial settlements reached in any other agreements, subject to the Association and School Boards fully complying with the conditions associated with this Memorandum of Understanding.

The government shall ensure that school boards consistently apply freezes to compensation costs, including wages and perquisites to all employees employed by the school boards, as set out in the letters to Directors of Education, dated April 11, 2012.

Q. Province Wide Collective Bargaining

Ontario's 2012 Budget proposed to move forward with a more centralized approach to collective bargaining in the Broader Public Sector. In keeping with the 2012 Budget, the government will begin consultations in the Fall of 2012 with the teachers' federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

R. Return to Teaching

Any vice-principal (VP) who chooses to return to the bargaining unit within 12 months of their appointment shall be permitted to do so without loss of seniority within the local bargaining unit.

The vacancy created by the VP appointment shall be filled by a permanent teacher.

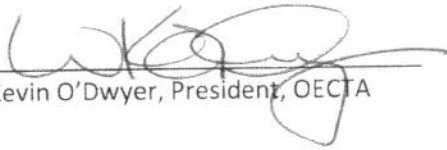
The return of any VP to the bargaining unit is contingent upon there being a vacancy for which the VP is qualified.

No member of the bargaining unit shall be adversely affected due to the return of a VP to the bargaining unit.


Appendices:

1. STLDP Adjudication Process
2. Payment of Reduced Income Days
3. Letter re: Permission to Release Experience Information

For OECTA



Kevin O'Dwyer, President, OECTA



Chris Karuhanga, First Vice-President, OECTA



Marshall Jarvis, General Secretary, OECTA

For the Ministry of Education



The Honourable Laurel Broten,
Minister of Education

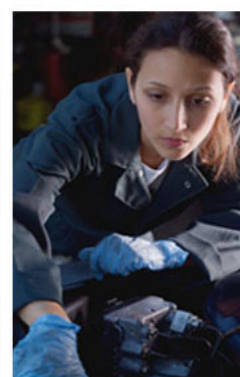


OTIP RAEO®

Process Guide for xxx Catholic District School Board Advice to Pay Program

Preparation Date: June 28, 2012

Effective Date of Services: xxxxxx



Acronyms, Abbreviations and Definitions 3
AMS Roles within Manulife 3
Intake and File Initiation 4
Initial Interview, Claim Assessment and Recommendation 6
Early Intervention (Ongoing Case Management) 8
Appeal Process 10
AMS to LTD Transition 12
Confidentiality 12

ACCRONYMS, ABBREVIATIONS AND DEFINITIONS

Board:	The xxx Catholic District School Board is referred to as Board and is the employer.
Employee:	Individuals eligible to access the Absence Management Services (Advice to Pay) are referred to as Employee.
Union:	
APS:	Attending Physician's Statement
RTW:	Return to work
AMS:	Absence Management Services
LTD:	Long Term Disability

AMS ROLES WITHIN MANULIFE

Intake Representative:	Frontline contact that completes intake and inquiries from central phone line as well the person responsible for setting up new files and notifying Board of a new case set up.
Case Manager:	<p>Health Care professional responsible for the management of the Employee's absence until resolution is achieved; serves as the primary resource for the Board, Employee, Health Care practitioner, Union and any other individual involved in the case.</p> <p>Assesses and makes recommendation regarding disability taking into account contractual, medical, and functional information. Develops a case management plan and communicates with all parties on all claims issues. Develops and completes telephonic return to work plans between the Board, Employee, Union (when requested), and physician.</p>
Specialist:	Contact person for escalations, appeals, as well as assisting Case Managers with complex case management.
Supervisor:	Team leader that is responsible for the management of the client relationship as well as the team offering support to the client.
Program Management:	Team of individuals that are responsible for reporting, trend analysis, and subsequent program recommendations

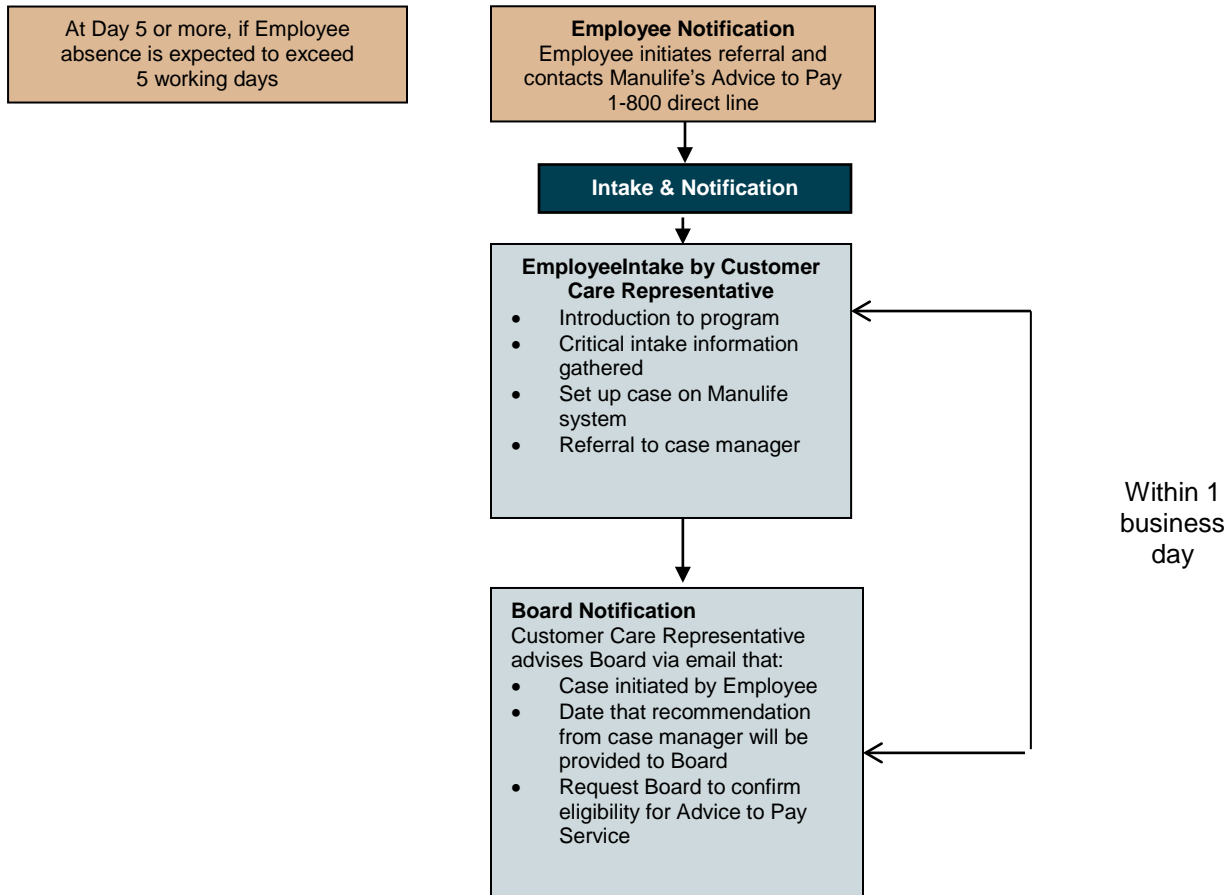
- Return to Work Specialist:** When case manager identifies need for on-site meeting between Board and Employee, the return to work specialist conducts meeting to clarify limitations and expectations for a timely and successful return to work.
- Functional Rehab Specialist:** Develops, monitors and implements innovative functionally orientated rehabilitation plans for Employee. It may involve meeting with Board, Employee, Union, physicians or other health care professionals to implement on-site return to work plan.
- Vocational Rehab Specialist:** Develops vocational rehabilitation plan with a return to work to an alternate occupation goal for Employee not able to return to work to their own occupation.

Intake and File Initiation

When to have a case referred:

- At Day 5 or more, if Employee is expecting that health related absence due to injury or illness will be extending beyond 5 working days (and the Employee has used 10 sick leave days for the school calendar year)
- The Employee may be directed by the Board or Union to contact the Manulife AMS intake number directly when they are absent from work.
- When an Employee is requesting to access the AMS program as a result of a health related absence, the employee will be provided with a toll-free number to speak with an Manulife AMS Customer Care Representative. A representative is available during regular business hours (8 a.m. to 6 pm).
- Intake includes:
The Manulife AMS Customer Care Representative receiving the call will validate, collect and record the following information from the employee:
 - Employee Name
 - Date of Birth
 - Social Insurance Number
 - School Board
 - Union
 - First day off work
 - How long has current absence been so far?
 - Expected return-to-work date
 - Other absences prior to the current absence?
 - Reason for current absence and current symptoms
 - Do they expect to be meeting with their physician/medical professional?
 - Employee's telephone contact number and email address (if available)
 - Board contact information (may not require this step if we have contact listings by board)
 - Union contact information
- The Manulife AMS Customer Care Representative also provides a brief explanation of program and next steps that include a case manager contacting the Employee as part of assessment phase

Phase 1 – Advice to Pay Intake and Notification Initiation Process



Initial Interview, Claim Assessment and Recommendation

Initial Interview and Claim Assessment

The assessment phase is completed by case managers who are healthcare professionals (ie nursing, physiotherapists, occupational health, psychiatric nursing, kinesiologists, chiropractor). Other resources accessed during this phase and early intervention include medical consultants that support the Advice to Pay program related to medical specialties such as Occupational Health, Psychiatry, Cardiac, Internal Medicine.

The assessment of an Advice to Pay claim includes:

1. A review of intake information.
2. Obtaining Employee's consent to proceed with assessment discussion.
3. A telephone interview with the Employee within 3 business days of intake.
4. A telephone interview with the Board to clarify details of the essential duties of the Employee's occupation and any other workplace information pertinent to the absence within 3 business days of intake.
5. Obtaining additional medical such as Attending Physician's Statement or medical report depending on nature of health condition.
6. Completion of assessment based on Best Practice Adjudication Integrity and evidence based medical guidelines. A more detailed explanation of this includes:

Our Case Management program applies five 'best practice' standards that act as guiding principles in managing short term absences and applying the philosophy of managing the health recovery for the whole person. The standards used for each case include:

- Evidence-based – Using documented disability medical guidelines evidence (eg. Presley Reed MDA guidelines) evidence to confirm the presence of an impairment and to confirm the application of appropriate treatment for a given diagnosis.
- Functionality – Looking at what the employee is capable of doing and comparing that level of function to the physical or cognitive demands of the job. This analysis allows the Case Manager to plan the return to work and make accommodation recommendations within the employee's level of function.
- Multi-disciplinary – Engaging all key parties at the appropriate time. This includes contacting the employee, board, treating physician and/or health care practitioners to align the employee's safe level of function with job demands or planned accommodations.
- Timeliness – This standard ensures consistent delivery of timely best practices applicable to service level commitments and appropriate follow up action aligning to case management intervention with the goal of ensuring a safe and timely return to work.

- Rights-Based – Ensures that employee privacy and confidentiality are maintained and that decisions are compliant with laws governing human rights, employment standards, labour relations and collective agreements.

Advice to Pay Recommendation

A recommendation will be provided within 3 working days from the date Manulife receives referral from Employee.

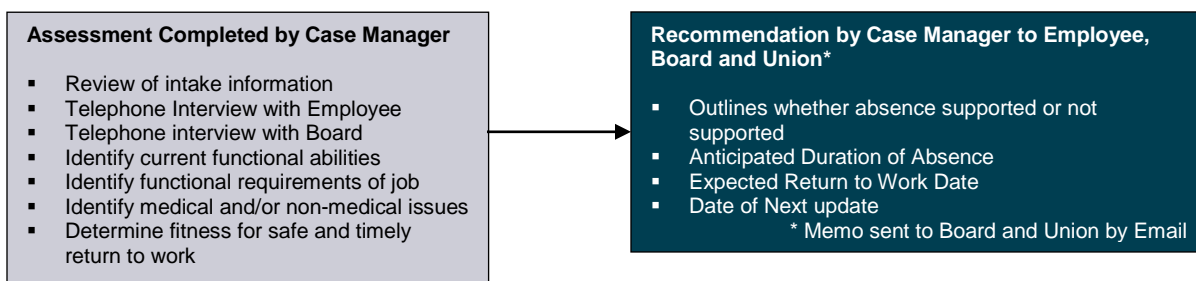
The recommendation is given verbally to the Employee as well as to the Board. A memo with our recommendation is sent to the Board and Union by email. The Board will advise the Employee of salary payment.

The Manulife Case Manager will make recommendations to the Employee in regards to expected duration of absence, when the next medical update is required, discussion regarding necessary tools to address barriers, Return to Work planning and required accommodations if applicable. The case manager will also indicate when the next telephonic touchpoint will take place. Furthermore, the status of the file will be shared with the Employee.

Communication with the Board is in line with the above but will omit discussion of the medical condition and/or treatment.

If an absence is non-supported, more detailed information will be given to the Employee as to options available to him/her. If the Employee claims the medical condition is the barrier to a Return to Work, the appeal option will be offered (see section below).

Phase 2 – AMS Assessment & Recommendation



Non-Supported Absences

If the Case Manager determines that the absence is not medically supported but the Employee does not plan to return to work because of non-medical reasons, the Case Manager will inform the Board and Employee verbally. In addition to this, the Employee will receive written confirmation outlining rationale for recommendation as well as the appeal process in writing. The Board and Union will receive the same information excluding any medical details. Please refer to the Appeal Process outlined later in this document (Page 10).

Case Management

Case Management is initiated once a recommendation has been made. The level of case management intervention is based on the complexity of the health related absence. This is based on the philosophy of providing the right skill and intervention at the appropriate time. The various types of intervention begin with an assessment of the complexity of the absence. It is also based on the treatment or lack of treatment that an employee is receiving. These are referred to as Early Intervention Cases, Non-Complex Cases and Complex Case Management. The criteria for these three categories are noted below.

Early Intervention

- If OTIP is LTD provider, referral to OTIP's Early Intervention Rehabilitation Consultant for contact and assessment

Non-Complex Case Management

- Recovery is within the expected health recovery period as determined by Best Practice medical guidelines
- One diagnosis

Complex Case Management

- Multiple Diagnosis
- Mental Health Diagnosis
- Injuries resulting from a Motor Vehicle Accident (MVA)
- Workplace Illness / Injuries
- Absence exceeds the expected health recovery period optimum by 2 weeks or greater
- Absence that reaches 6 weeks without plan for full-time return to work by the 8th Week
- Extension request beyond 7 days beyond planned return-to-work date
- Employee does not have access to appropriate or timely medical care (Treatment/Surgery/Specialist)
- Recurrence of disability

Critical Elements of early intervention and case management that align with Best Practices Disability Management and Evidence Based Medical guidelines are:

- a. Early Intervention – Treatment Facilitation
- b. Focus on functional ability – Return to Work planning, Rehabilitation and Work Facilitation
- c. Facilitated communication among all key parties
- d. Needs of all involved parties are addressed
- e. Development of realistic and goal oriented return to work plans

Treatment Facilitation:

OTIP/Manulife are responsible for the core services of treatment facilitation services in case management on all cases. When specialized tasks outside of these core services are required to move a case toward resolution, the case managers may access an external certified vendor.

At any time during an absence the case manager may also utilize additional resources such as:

- Medical consultant review
- Independent medical examination
- Peer to peer correspondence with the treatment provider
- Functional Evaluation Capacities
- Cognitive behavioural therapy
- Cancer navigation (Wellspring, CAREpath)
- Industrial psychologists
- Vocational retraining
- Work hardening
- Transferable skills analysis

Return to Work Planning

This intervention level is completed telephonically by the Case Manager. In the majority of cases, all of the assessment, recommendations, treatment interventions and return to work planning is completed by the case manager. In some cases (approximately 10%) there is a need for on-site support rehabilitation or work facilitation during the short term absence period. This is described in more detail below.

Return to Work Facilitation

When identified as a need for on-site support by the case manager and agreed to by the Board and Employee, the Return to Work (RTW) Specialist manages on-site return-to-work activity. The RTW specialist acts as a coordinator so all interested and affected parties (Employee, Board and Union; physician as necessary) are appropriately involved and informed about the goal-directed, time-specific return to work plan, work accommodation requirements, plan progress, and expected outcomes.

Functional Rehabilitation

The Functional Rehabilitation Specialist engages in longer-term intervention requiring a series of meetings with the Employee, Board, and relevant health care providers to identify and then resolve functional impairments in order to enable the member's return to work. The Functional Rehabilitation Specialist may incorporate:

- Assessment of medical information to determine cognitive or physical function.
- Determination of return to work barriers.
- Evaluation of worksite ergonomics (workstation set-up, production sequencing).

- Facilitation of treatment, identifying treatment options and facilitation referrals to health care providers when appropriate to confirm medical impairment, to promote recovery of health or to improve function.

Vocational Rehabilitation

This type of rehabilitation supports a disabled member who is unable to return to a pre-disability job or another job with the original Board. The Vocational Rehabilitation Specialist works with the disabled Employee to identify potential job opportunities appropriate to the employee's functional capacity, education, training and experience; has access to a network of specialized vocational evaluation resources to test the employee's aptitudes, personality etc. and provides services such as resume preparation, job search straining and volunteer program placement to prepare the employee for labour market re-entry.

Appeal Process

When a claim is not supported or no longer supported for medical reasons, the right of appeal is offered to the Employee. The process includes:

Employee Communication: The employee is contacted verbally by the Case Manager and also receives a letter from the Case Manager advising of this right. The letter will include an explanation of the rationale behind the decision and will outline any additional information that should be submitted should the employee wish to appeal. It also outlines the timelines to have the appeal information sent back to the Case Manager (normally 10 business days) unless there are extenuating circumstances that the employee has discussed with the case manager.

Board and Union Communication: The Board and Union are contacted verbally by the Case Manager. Both the Board and the Union receive a copy of the letter sent to the Employee (excluding the medical details). The letter includes an explanation of the rationale behind the non-support recommendation, outlines any additional information that should be submitted if there is an appeal as well as timelines that the Employee has to submit the appeal.

Upon receipt of the appeal from the Employee, OTIP and Manulife have a unique appeal process. This includes a first and second appeal (when required).

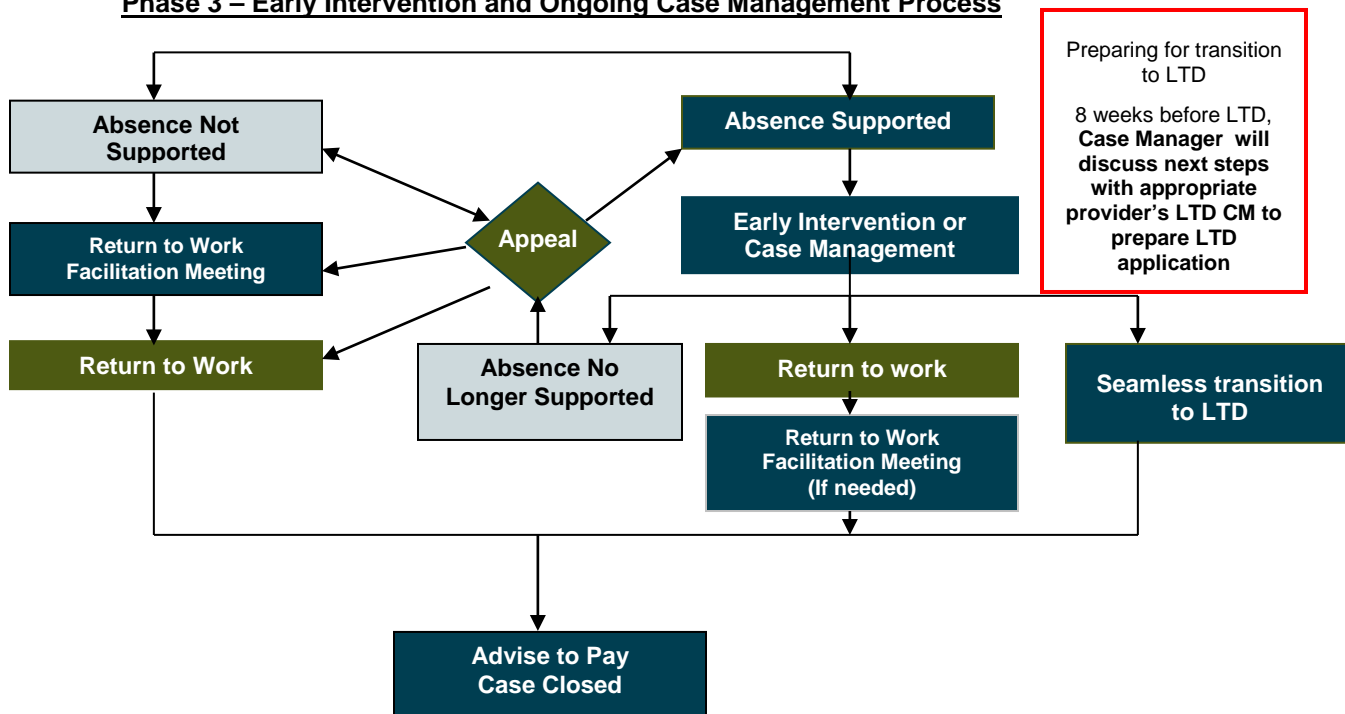
The purpose of an appeal is to provide an objective review of the information on file and the original claim recommendation. For the first appeal, the Manulife Operations Specialist, who is independent of the claims assessment process and the Board, reviews the claim file and recommendation. The Specialist reviews all new medical information provided on appeal and if required, may need to fully investigate the claim by writing to the Employee's doctors or setting up an independent medical assessment.

Upon completion of receiving all information, the Specialist will communicate results of the appeal to the Board and the Employee both verbally and in writing within 5 business days of receiving all information required for appeal. The Union is copied in on written communication as well. If the decision is to maintain the non-support recommendation, the Employee, the

Board and Union are notified of the timeline for the next appeal as well as the rationale for the decision and any outstanding information.

Should a second appeal be requested, the appeal is sent to an appeal committee who makes the final appeal recommendation/decision. The appeal committee is represented by a blend of the Manulife Operations Supervisor, medical consultant and OTIP Appeal Specialist that are independent of the Board and claims assessment process and would be responsible for rendering the decision.

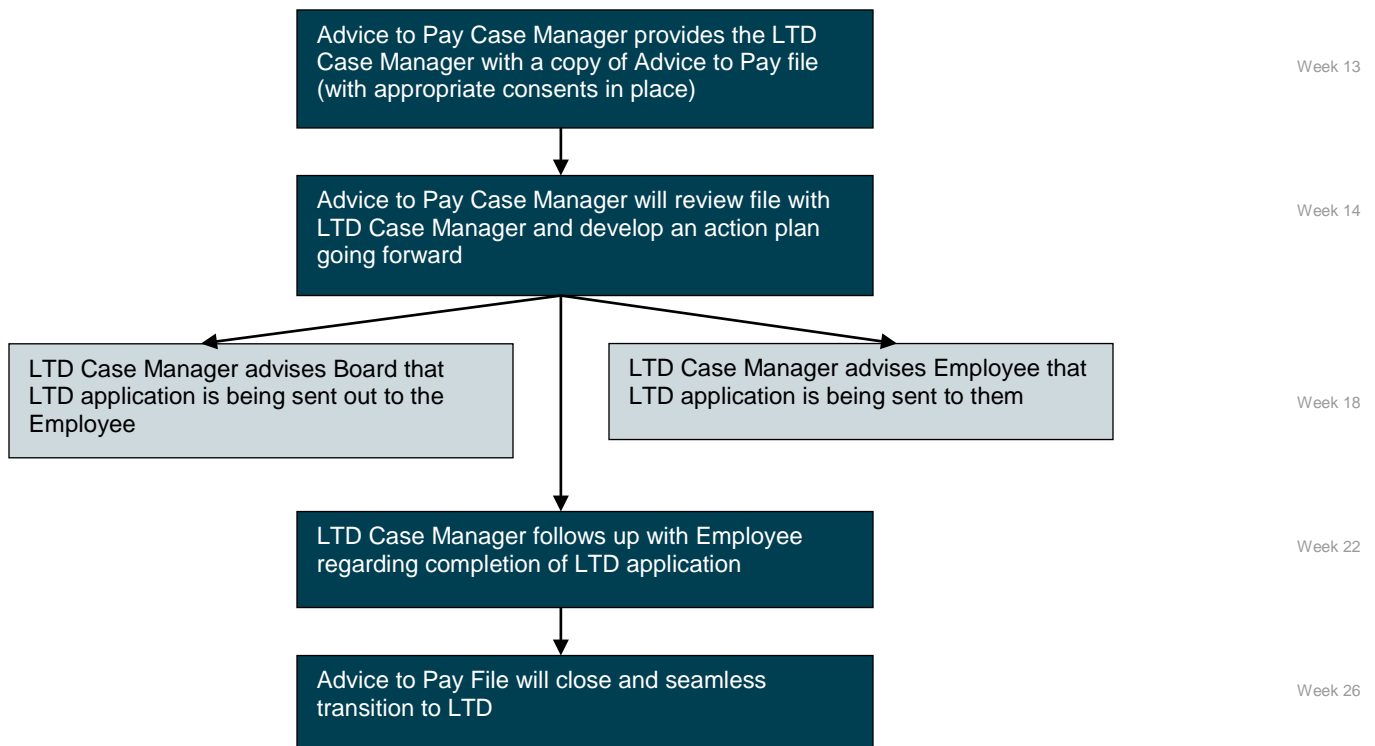
Phase 3 – Early Intervention and Ongoing Case Management Process



Advise to Pay Transition to Long Term Disability

When the continuum of care warrants a full transition to LTD we have a strict protocol for review, at no later than mid-way in the benefit period, of all short-term cases with the Board's LTD provider's Case Manager to ensure that the claim as well as the Employee is prepared in the event that the absence extends into LTD. Specific attention to ongoing communication with the employee also supports an elimination of late filed LTD claims. We realize that an Employee is concerned about return to health and assurance of income replacement while disabled. As such, we ensure that, for claims that qualify, our claims administration processes support an easy transition to LTD, and for those claims that will not qualify for LTD, we provide early notification to the Employee and the Board, while continuing to manage the case to resolution. Having this smooth transition and hand off from Advice to Pay to the Board's LTD provider's case manager will eliminate the filing of a late LTD claim and the delay in LTD notification.

Transition to Long Term Disability



Confidentiality

Manulife Financial's Privacy Policy, which includes information on how and why Manulife collects, uses, maintains and discloses personal information is available on Manulife Financial's website: www.manulife.ca.

Paiement des jours de revenus réduits

Les enseignants qui s'absentent plus de dix jours pendant l'année scolaire voient leurs réductions salariales calculées de la façon suivante :

A) Journées rémunérées à 90 % du salaire

Les déductions salariales pour les journées rémunérées à 90 % du salaire seront basées sur :

La grille salariale x 1/194 x 10 % = déduction salariale quotidienne

Le montant des déductions est prélevé en entier sur la paie de la période suivante.

Exemple : 94 682,00 \$ x 1/194 x 10 % = 48,80 \$ (pour un enseignant de la TECT de catégorie salariale A4 dont le salaire maximal s'élève à 94 682,00 \$)

Ainsi, un enseignant qui excède de six journées les dix journées d'absence rémunérées à 100 % verra sa paie subséquente réduite de 292,80 \$.

B) Journées rémunérées à 66,6 % du salaire

Les déductions salariales pour les journées rémunérées à 66,6 % du salaire seront basées sur :

La grille salariale x 1/194 x 33,3 % = déduction salariale quotidienne

Le montant des déductions est prélevé en entier sur la paie de la période suivante.

Exemple : 94 682,00 \$ x 1/194 x 33,3 % = 162,68 \$ (pour un enseignant de la TECT de catégorie salariale A4 dont le salaire maximal s'élève à 94 682,00 \$)

Ainsi, un enseignant qui excède de quatre journées les dix journées d'absence rémunérées à 100 % verra sa paie subséquente réduite de 650,72 \$.

ÉBAUCHE POUR L'EXAMEN DE L'INVALIDITÉ DE LONGUE DURÉE
AUTORISATION DE DIVULGUER LES RENSEIGNEMENTS SUR LES
ANTÉCÉDENTS

Le texte qui suit doit être tapé sur le **papier à en-tête du titulaire de police**.

Assureur
Adresse de
l'assureur actuel

Date

OBJET : **Nom du groupe et numéro(s) de police**

La présente autorise la divulgation des renseignements suivants sur le régime de notre groupe au RAEO (Régime d'assurance des enseignantes et enseignants de l'Ontario).

Veillez plus particulièrement faire parvenir :

1. **une copie du contrat actuel** (ou une notice explicative, si le contrat n'est pas disponible). Veuillez inclure un historique des modifications apportées au régime au cours des trois à cinq dernières années;
2. **primes et antécédents de réclamations** ayant trait aux prestations d'ILD, présentés de façon distincte, par année, pour les trois à cinq dernières années. Veuillez indiquer si la TPS est incluse ou non à la prime fournie et si des honoraires de consultant externe y sont inclus;
3. **historique et fondement du taux de prime** (% du salaire assuré ou par tranche de 100 \$), y compris les dates d'application qui coïncident avec les antécédents de primes et de réclamations mentionnés au point 2. L'historique du taux doit s'accompagner de la raison du changement :
 - a) dû au renouvellement,
 - b) dû à la modification de la conception du régime;
4. **données de recensement** qui comprennent la date de naissance de chaque employé, son sexe, son salaire, ses volumes d'assurance d'ILD, sa catégorie d'employé, ses états de service et une indication de la couverture exclue. Ces données doivent inclure les membres en congé qui ont toujours la couverture pour ILD;

5. **liste actuelle des membres qui touchent des prestations d'assurance invalidité** qui comprend la date de début de l'invalidité de l'employé, la date de début des prestations, la date de naissance de l'employé, son sexe, son salaire, son volume d'assurance, l'état de sa demande, la date de son départ et ses états de service;
6. **indication du caractère obligatoire ou volontaire de la prestation d'ILD;**
7. **indication des arrangements actuels relatifs à la part de prime (imposable ou non imposable);**
8. **états financiers les plus récents** qui mentionnent la situation financière, notamment les valeurs de toute réserve (réserves relatives à la fluctuation des réclamations et réserves pour sinistres subis mais non déclarés) et fonds en dépôt qui sont supérieurs aux montants de réserve nécessaires;
9. **brève description du processus de gestion des réclamations par le conseil :**
 - a) qui a remis les trousse de documentation relatives aux réclamations,
 - b) est-ce que le requérant envoie sa trousse de documentation complète relative à sa réclamation directement à l'assureur ou faut-il qu'il la retourne au conseil qui se charge de l'acheminer à l'assureur;
10. **brève description du processus d'identification des éventuels requérants d'ILD et de la possibilité d'offrir des services de réadaptation, s'ils sont disponibles, dans le cadre d'une intervention précoce;**
11. **brève description de la poursuite de l'ILD durant un congé autorisé :**
 - a. les membres sont-ils autorisés à suspendre/poursuivre la couverture,
 - b. les primes sont-elles facturées et perçues par le conseil ou versées directement à l'assureur;
12. **brève description du processus de retour au travail, dans l'optique du conseil.**

Ces renseignements seront envoyés à l'attention de :

Vic Medland, président
Services d'assurance collective, RAEO
C.P. 218, 125, promenade Northfield Ouest
Waterloo (Ontario) N2J 3Z9

Merci de votre coopération et de votre aide.

Bien cordialement,

Nom

Titre