

MEMORANDUM OF UNDERSTANDING

Between

THE MINISTRY OF EDUCATION

And

“L’ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS (AEFO)”

August 7, 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 and Separation Gratuities

1. Effective August 31, 2012, employees currently eligible for gratuities shall have accumulated sick days vested, up to the maximum eligible under the gratuity plan.
2. Where employees meet the conditions stipulated in their plans, employees entitled to a retirement or separation gratuity shall receive a gratuity payout based on their 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. The allocated ten (10) days are awarded in full at the beginning of the 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 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 (LTIP), 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 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.
2. The divisor used to determine the number of work days that constitute a year for teachers is 194 days.

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, a recurring illness or medical condition or any form of chronic condition.
3. School boards and AEFO 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 AEFO 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 ACEPO jointly with AFOCSC, in consultation with AEFO, no later than August 31, 2014.

Should the school boards and/or ACEPO jointly with AFOCSC engage in an RFP process for a third party adjudication process, AEFO 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.

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, AEFO shall be the policy holder of the benefits plans for all teachers in Catholic and public 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 as at the signing of this memorandum, 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.

For teachers whose increments normally take effect at the beginning of the school year, the increments shall come into effect on the ninety-seventh (97th) day of each school year.

For teachers whose increments normally take effect on the hiring anniversary date, the increments shall come into effect on the ninety-seventh (97th) school day following that date

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.
4. Where in a given school, the Ministry of Education identifies that student performance is significantly below the provincial targets and that intervention is deemed necessary, the Board shall have the ability to implement appropriate measures, as determined by the Ministry, to remediate the situation. In each identified school, teachers shall be consulted throughout the process.

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. Except where otherwise stated, for the purpose of this clause, Occasional Teacher only refers to a member in good standing of the Ontario College of Teachers.

I. Seniority

Boards that do not have a seniority clause

Seniority as an Occasional Teacher shall commence on the most recent date that the occasional teacher has been placed to the Board's Occasional Teacher Bargaining Unit list and shall continue uninterrupted thereafter.

Boards that already have a seniority clause: the current provisions of the 2008-2012 collective agreement will continue to apply (bargaining units 56, 57, 61).

II. The Occasional Teacher Seniority List (applies to all bargaining units with the exception of units 56, 57, 61)

- (a) The Occasional Teacher Bargaining Unit Seniority List is established as of September 1st and shall provide, in decreasing order of seniority, the names of the Occasional Teachers, the most recent date that the occasional teacher has been placed to the Board's Occasional Teacher Bargaining Unit list (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
 - (i) by lot conducted in the presence of the local Representative of AEFO 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 AEFO bulletin board at each work site.

III. The Hiring of Occasional Teachers in Long Term Assignments (applies to all bargaining units with the exception of units 56, 57, 61):

Subject to French-language Charter rights and, for a Separate School Board, to its denominational rights, the following shall be the process for the hiring of Occasional Teachers into Long Term assignments:

- (a) No later than January 1st 2013, 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 that the occasional teacher has been placed to the Board's Occasional Teacher Bargaining Unit list, 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. If none of the first five most senior applicants accepts the assignment, the process will be repeated with the next five most senior applicants for the assignment who hold the necessary qualifications, until such time as the assignment is filled.
- (d) In the event that no qualified applicants accept the assignment or where none of the applicants are qualified for the assignment, the Board shall post and fill the Long Term assignment from the Occasional Teacher Bargaining Unit List.
- (e) In the case of units 64 and 66, if the Long Term assignment is not filled following step (d), the Board shall post and fill the Long Term assignment from the non-qualified Occasional teachers of the Occasional Teacher Bargaining Unit List.
- (f) 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 French-language Charter rights and, for a Separate School Board, to its denominational rights, 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. If less than five (5) occasional teachers are eligible for a permanent teaching position, the Board may, at its discretion, interview additional external candidates. The total number of occasional teachers and external candidates interviewed shall be no greater than five (5).
- (c) The Occasional Teacher or external candidate 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 AEFO local bargaining unit nor a Catholic or public 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 ACEPO or AFOCSC or AEFO (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) ACEPO or AFOCSC, as applicable, and AEFO 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 the attention of ACEPO or AFOCSC, as applicable or AEFO. 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. AEFO 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. AEFO and ACEPO or AFOCSC, as applicable, shall agree on a list of eight (8) arbitrators who agree to function according to the process outlined in this MOU. .

Failing mutual agreement on a list each party (ACEPO /AFOCSC and AEFO) 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.
 - (vi) In the event the list of arbitrators falls below eight (8), the parties shall jointly agree to replace with arbitrators to fill the complement of eight (8), failing which the Minister of Education may appoint additional arbitrators to a full complement of eight (8).
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 AEFO.

*** 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 AEFO 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 AEFO 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, AEFO, ACEPO and AFOCSC 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 publically funded French-language catholic and public school systems will not be financially disadvantaged in any way as a result of other financial settlements reached in any other agreements, subject to AEFO 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, benefits, 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

1. The vacancy created by the permanent appointment of a vice-principal or the appointment of a principal who has never served as a vice-principal shall be filled by a permanent teacher.

Teachers from the bargaining unit appointed to the position of principal or vice-principal must continue to pay their union dues for the first twelve (12) months to the Association, thereby acquiring their right to return to the bargaining unit.

Any principal or vice-principal 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.

Principals and vice-principals may return to the bargaining unit a single time, provided that there is a vacancy for which they are qualified.

No member of the bargaining unit shall be adversely affected due to the return of a principal or vice-principal to the bargaining unit.

2. Notwithstanding paragraph 1 above, the right to return to the bargaining unit does not apply to vice-principals being appointed to principals.

S. Welcome and supervision

The collective agreements shall include the following provisions:

- o The normal work day of members of the teaching staff starts fifteen (15) minutes prior to the start of classes and five (5) minutes prior to the start of the first instructional period in the afternoon.

- Teachers responsible for teaching the first class of the day are available to receive students in the classroom five (5) minutes prior to the first class of the day.
 - Teachers responsible for teaching the first class in the afternoon are available to receive students in the classroom five (5) minutes prior to the first class in the afternoon.
 - This time shall not be considered supervision or instructional time. Any assigned supervision duty during the times outlined above, such as bus duty, hall duty and/or yard duty shall constitute supervision. For clarity, the first morning bell will not be rung before the beginning of the aforementioned 15-minute period.
 - Supervision and on-call duties shall be determined by the school principal, subject to the terms of the school advisory committees, according to the following criteria:
 - flexibility that will ensure school safety;
 - equitable distribution of teacher workload according to time and the nature of the duty in regard to the school.
1. As of the 2012-2013 school year and for the duration of this agreement, the Board shall adhere to the following principles regarding the equitable distribution of workloads:
 - a) with the exception of receiving students for the first class in the morning or afternoon, which is performed by the teacher assigned to teach the class, the number of supervision minutes on the schedule of each member of the teaching staff within the same school is equitable and takes into account:
 - i. the number of supervision time periods that may result from the unique aspects of the school;
 - ii. the uneven number of supervision cycles in a school year;
 - iii. or any other situations concerning which the parties reach an agreement as part of the implementation of this agreement;
 - iv. the teacher's proportional assignment.
 - b) All teachers in a school are required to supervise during a variety of time periods such as recess, lunch break and bus drop off and pick up.
 - c) All teachers in a school are required to supervise in a variety of situations such as inside the school, outside the school, in the morning and in the afternoon.
 2. The purpose of the aforementioned principles is to ensure that no teacher is treated inequitably, provided that the safety and well-being of students is assured. Concerning the safety and well-being of students, it is understood that in some exceptional cases, it may be necessary to assign a minimum number of teachers to supervision during a certain time period or in a certain situation.
 3. The school principal presents the draft supervision schedule to the school advisory committee at the beginning of September and provides, as needed, the necessary explanations regarding exceptional cases. The school principal takes into account the committee members' comments before finalizing the schedule. The schedule is then posted in the school and distributed to each teacher as well as the local bargaining unit no later than September 30.

4. Notwithstanding the previous clause, any member of AEFO can inform the local bargaining unit of any problem concerning equitable workload distribution, taking into account the principles identified above. Where it sees fit, the local bargaining unit informs the human resources department and provides all the information available to enable the human resources department to perform the necessary follow up. Within ten school days of the date on which the local bargaining unit provided the information, a discussion will be held to allow the parties to share all the relevant information as well as the information gathered during the follow up performed by the human resources department and to find a solution that is satisfactory to the parties. If the parties cannot arrive at a satisfactory agreement or solution, AEFO may launch the dispute resolution/enforcement mechanism stipulated in this agreement.
5. In the event that a school board is of the opinion that the system wide supervision average and its resulting deployment of personnel results in a real risk to the security of students in a particular situation, then AEFO is committed to reviewing the situation. In this case, the school board shall promptly provide the information required by AEFO so that AEFO could offer one or more recommendation to rectify the situation, if indeed there is a problem.

T. Professional development

A one-time professional development allocation for elementary and secondary school teachers was created in the 2008 framework agreement. Each school board or school authority paid this one-time professional development allocation to the local AEFO unit.

Each AEFO unit retains the remaining balance of the allocation described above to offer a single allocation for all permanent teachers employed by a francophone school board during the 2012-2013 and 2013-2014 school years. Teachers may use this single allocation for personal expenses incurred between September 1, 2012 and August 31, 2014 for the purposes of job-related professional development determined by the teacher and shall not include expenses for the purchase of material.

The maximum reimbursement shall be \$1,000 per permanent teacher, either full-time, part-time, on authorized leave or on the recall list, until the professional development fund is exhausted. Teachers who have already received an amount from the professional development fund created by the 2008 framework agreement shall again be eligible for the new allocation. The AEFO unit will take responsibility for reimbursing members and reporting.

The balance not used for professional development is remitted to the Board and added to the budget for the professional development of teachers.

Appendices

1. STLDP Adjudication Process
2. Payment of Reduced Income Days

MEMORANDUM OF UNDERSTANDING, 2013

Between

The Ministry of Education

And

**L'Association des enseignantes et des enseignants
franco-ontariens (AEFO)**

JUNE 12, 2013

Further to the AEFO Memorandum of Understanding, signed on August 9, 2012 (AEFO MOU) and its Appendix P, Transferability of Other Agreements, and given the OSSTF MOU, the Government recognizes it is appropriate and advisable that the AEFO MOU be updated.

The government will make every effort to ensure that the changes to the AEFO MOU set out below are implemented by the school boards, and will take measures to support that outcome, including:

A) recommending to Cabinet that the matching amendments be made to the regulation under the *Education Act* dealing with Sick Leave Credits and Gratuities, and

B) making every effort to ensure that:

1. The changes shall be appended without amendment to, and form part of, the existing local collective agreements;
2. For implementation of the unpaid leave days and offsetting measures for the teacher bargaining units, the local discussions shall commence immediately and must conclude by June 28, 2013; as follows:
 - I. Local discussions cannot be inconsistent with the terms contained in the AEFO MOU and these changes or associated regulations and legislation;
 - II. There shall be a maximum of six full days of local implementation discussions for each bargaining unit. Such time requirements may be altered with mutual consent;
 - III. At any point in the process, a request may be made by either Party for mediation assistance from the Ministry of Labour.

Dated this _____ day of June, 2013, Toronto, Ontario

For the Union

For the Government

Maternity Benefits

As of May 1, 2013, the following enhanced maternity benefits replace the maternity benefits under the AEFO MOU.

A teacher who was previously entitled to maternity benefits under the 2008-2012 Collective Agreement will continue to be entitled to these benefits. In addition, the following individuals shall also be eligible for these benefits:

- Teachers hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment.

Teachers on daily casual assignments are not entitled to maternity benefits.

Eligible teachers on pregnancy leave shall receive a 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of the child, subject to provisions in the 2008-2012 Collective Agreement, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

Teachers not eligible for a SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

For clarity, if any part of or all the eight (8) weeks falls during a period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

For clarity, the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible teachers, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions 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%.

Voluntary Unpaid Leave of Absence Program for Teacher Bargaining Units

This provision shall be added to the AEFO MOU and be the subject of local implementation discussions between the Bargaining Unit and the School Board.

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all AEFO teacher bargaining units effective on the date of signature of the present agreement.
2. Teachers 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 casual staff to cover for absent teachers, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-14 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year, provided the requests are made in writing by September 13, 2013; school boards will process the requests in the 30 days following that date.
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 and exams.
6. For secondary teachers, requests for voluntary unpaid leave of absence days will not normally include the start of each semester (other than an August PD day), the week prior to the start of exams and the exam period. For elementary teachers, requests for voluntary unpaid leave of absence days will not normally include the first week of the school year (other than an August PD day).
7. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the Ontario Teachers' Pension Plan.
8. The Board will report unpaid VLAP days to each AEFO 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 below.

Unpaid Days and Offsetting Measures for Teacher Bargaining Units

This provision shall be added to the AEFO MOU and be the subject of local implementation discussions between the Bargaining Unit and the School Board.

All permanent regular day school members of a 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 the last day of Semester 1.

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 2013-14 school year. A minimum two-week retirement notice period shall be provided to boards in the open period from November 30, 2013, to the last day of Semester 1 in the 2013-14 school year.

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

The offsetting measures noted above shall only apply for the 2012-13 and 2013-14 school years.

All permanent regular day school members of a 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 AEFO who is not a regular permanent day school teacher shall not be required to take unpaid days.

Reconciliation for Teacher Bargaining Units

This provision shall be added to the AEFO MOU and be the subject of local implementation discussions between the bargaining unit and the school board.

A reconciliation committee will be created with equal representation from the Board and the 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 permanent teachers 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 bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-14 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 permanent regular day school teacher bargaining unit member'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 AEFO members, other than permanent regular day school teachers, 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.

Sick Leave/Short Term Leave and Disability Plan

The sick leave/short term leave and disability plan of the AEFO MOU is changed as follows:

Sick Leave Days

1. A teacher 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:
 - Teachers 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.
2. Each school year, a teacher 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 teachers 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 teacher's first work day of the school year, provided the teacher is actively at work and shall not accumulate from year-to-year.
3. Where a teacher 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 teacher used a sick leave credit due to the same sickness or injury that requires the teacher to be absent on the first work day in the current fiscal year:
 - (i) The teacher may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and
 - (i) The teacher 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 teacher 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 teacher submits:
 - (ii) the information specified for that purpose in the teacher's collective agreement, or
 - (iii) If such information is not specified in the collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.

- c) If a teacher is absent due to sickness or injury on his or her first work day in a fiscal year, section 3 a) and b) also applies in respect of any work day immediately following the teacher's first work day until the teacher returns to work in accordance with the terms of employment.
 - d) For greater certainty, the references in section 3 a), b) and c) to a sickness or injury include a sickness or injury of a person other than the teacher if, pursuant to the definition of illness in section 2, the teacher 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 for a partial day.
 - (i) However, WSIB and LTD providers are first payors. In cases where the teacher 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 a teacher of a board is only employed to work for part of a year, the teacher'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 teacher 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 to comply with the Attendance Support Program. 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, a teacher 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 teacher's regular salary if the teacher is absent due to personal illness, including medical appointments, and as per the board adjudication processes in place as of August 31, 2012.
9. Short-Term Sick Leave days under the Short-Term Leave and Disability Plan (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.
10. The Boards shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 Collective Agreement and/or board policies, procedures and practices in place during the 2011-12 school year.

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

11. For teacher absences that extend beyond the eleven (11) sick leave days, teachers 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.
12. In 2012-13, the transition year, each teacher shall begin the year with two (2) days in the top-up bank.
13. In addition to the top-up bank above, the board may also offer for compassionate reasons, at its discretion, a top-up for special leave/miscellaneous/personal days (or equivalent term in the collective agreement). This top-up will not exceed 2 days and is dependent on having 2 unused special leave/miscellaneous/personal days (or equivalent term in the collective agreement) in the current year. These days can be used to top-up salary under the STLDP.
14. When teachers 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

15. A teacher employed by a board to fill a long-term teaching assignment that is a full year shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:
 - a) Eleven (11) days of Sick Leave paid at 100% of regular salary.
 - b) Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
16. A teacher who is employed by a board to fill a long-term teaching assignment that is less than a full year shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
17. 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.

Non-Vested Retirement Gratuity for Teachers

This provision shall be added to the AEFO MOU.

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 teachers with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These teachers 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 teacher by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per Ontario Regulations 2/13 and 12/13 made under the *Putting Students First Act, 2012* and Ontario Regulations 1/13 and 11/13 made under the *Education Act*.

Also, the Ministry of Education shall provide a letter to AEFO setting out the understanding about a Provincial Benefit Plan set out below. This does not involve implementation at the school board level.

Provincial Benefits Plan

This section shall be added to the AEFO MOU.

The Government, and in particular the Ministry of Finance, commits to a full discussion with AEFO about the establishment of a provincial benefits plan.

The province agrees to provide funding which will include administration costs, legal costs, and costs of experts needed to undertake any studies and research required.