

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE DURHAM DISTRICT SCHOOL BOARD**

**-AND-**

**THE ONTARIO SECONDARY SCHOOL TEACHERS'  
FEDERATION, DISTRICT 13  
REPRESENTING  
PROFESSIONAL STUDENT SERVICES PERSONNEL**



**JUNE 17, 2019 – AUGUST 31, 2019**

**PART A**

**TERMS NEGOTIATED CENTRALLY**

**BETWEEN**

**COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)**

**AND**

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)**  
**EDUCATION WORKERS**

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## **C1.0 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)**

### **C1.1 Separate Central and Local terms**

- a) The collective agreement shall consist of 2 (two) parts: *Central Terms* and *Local Terms*.

### **C1.2 Implementation**

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

### **C1.3 Parties**

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

### **C1.4 Single Collective Agreement**

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

## **C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)**

### **C2.1 Term of Agreement**

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

### **C2.2 Amendment of Terms**

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

### **C2.3 Notice to Bargain**

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

### **C3.0 DEFINITIONS**

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:

ACÉPO refers to the Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.

AFOCSC refers to the Association franco-ontarienne des conseils scolaires Catholiques as the designated bargaining agency for every French-language Catholic district school board.

OCSTA refers to Ontario Catholic School Trustees’ Association as the designated bargaining agency for every English-language Catholic district school board.

OPSBA refers to the Ontario Public School Boards’ Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

- C3.3 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.4 “Casual Employee” means,
- i. a casual employee within the meaning of the local collective agreement,
  - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
  - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- C3.5 “Term Assignment” means, in relation to an employee,
- i. a term assignment within the meaning of the local collective agreement, or
  - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

### **C4.0 CENTRAL LABOUR RELATIONS COMMITTEE**

- C4.1 The CTA and OSSTF/FEESO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

- C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA. The parties agree that the Crown may attend meetings.
- C4.6 OSSTF/FEESO and CTA representatives will each select one co-chair.
- C4.7 Additional representatives may attend as required by each party.

## **C5.0 CENTRAL GRIEVANCE PROCESS**

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the School Boards Collective Bargaining Act central matters may also be grieved locally, in which case local grievance processes will apply.

### **C5.1 Definitions**

- i. A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- ii. The "Central Parties" shall be defined as the employer bargaining agency, comprised of: the Ontario Public School Boards' Association (OPSBA), l'Association des conseils scolaires des écoles publiques de Ontario (ACÉPO), l'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC), Ontario Catholic School Trustees' Association (OCSTA), hereinafter the Council of Trustees' Associations (the "Council"), and the Ontario Secondary School Teachers' Federation, OSSTF/FEESO.
- iii. The "Local Parties" shall be defined as the Board or the local OSSTF/ FEESO bargaining unit party to a collective agreement.
- iv. "Days" shall mean regular school days.

### **C5.2 Central Dispute Resolution Committee**

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the central parties.



- iii. The central parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - c. To withdraw a grievance.
  - d. To mutually agree to refer a grievance to the local grievance procedure.
  - e. To mutually agree to voluntary mediation.
  - f. To refer a grievance to final and binding arbitration at any time.
- iv. The Crown shall have the following rights:
  - a. To give or withhold approval to any proposed settlement between the central parties.
  - b. To participate in voluntary mediation.
  - c. To intervene in any matter referred to arbitration.
- v. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- vi. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- vii. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

### **C5.3 Language of Process**

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

- a) Where such a dispute is filed :
  - i) The decision of the committee shall be available in both French and English.

- ii) Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

**C5.4 Grievance Shall Include**

- i) Any central provision of the collective agreement alleged to have been violated.
- ii) The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii) A detailed statement of any relevant facts.
- iv) The remedy requested.

**C5.5 Referral to the Committee**

- i) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- ii) A central party shall refer the grievance forthwith to the Committee by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- iii) The Committee shall complete its review within 20 days of the grievance being filed.
- iv) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- v) All timelines may be extended by mutual consent of the parties.

**C5.6 Voluntary Mediation**

- i) The central parties may, on mutual agreement, request the assistance of a mediator.
- ii) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- iii) Timelines shall be suspended for the period of mediation.

**C5.7 Selection of the Arbitrator**

- i) Arbitration shall be by a single arbitrator.
- ii) The central parties shall select a mutually agreed upon arbitrator.
- iii) The central parties may refer multiple grievances to a single arbitrator.
- iv) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- v) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

## **C6.0 EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED)**

Commencing September 1, 2016 for employees hired on or after this date, all school boards will ensure that mandatory OMERS enrollment is extended to employees that meet the following three (3) criteria:

- fills a continuing full-time position with the employer;
- regularly works the employer's normal full-time work-week, defined as no less than thirty-two (32) hours per week; and
- regularly work at least ten (10) months of the year (including paid vacation).

Notwithstanding the above, employees hired prior to September 1, 2016 who meet the above three (3) criteria will be offered the opportunity to enroll in OMERS, commencing September 1, 2016.

## **C7.0 SPECIALIZED JOB CLASSES**

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

## **C8.0 WORK YEAR**

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

## **C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**

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

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.
- d) If an Employee is 61 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

## **C10.0 BENEFITS**

Parties have agreed to participate in a Provincial Benefit Trust, set out in the appended Letter of Agreement #2, subject to the due diligence process contained therein. The date on which a Board commences participation in the Trust shall be referred to herein as the "Participation Date".

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

Post Participation Date, the following shall apply:

### **C10.1 Funding**

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

### **C10.2 Cost Sharing**

- a) With respect to the funding in C10.1 a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

### **C10.3 Payment in Lieu of Benefits**

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

**C10.4** Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

## **C11.0 STATUTORY LEAVES OF ABSENCE/SEB**

### **C11.1 Family Medical Leave or Critically Ill Child Care Leave**

- a) Family Medical Leave or Critically Ill Child Care leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

#### **Supplemental Employment Benefits (SEB)**

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

### **C12.0 SICK LEAVE**

#### **C12.1 Sick Leave/Short Term Leave and Disability Plan**

- a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Casual employees are not entitled to benefits under this article.

b) Sick Leave Days

Subject to paragraphs C12.1 d) i-vi below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

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

Subject to paragraphs C12.1 d) i-vi below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C12.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C12.1 d) i-vi below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

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



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

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment

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

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

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTTP Plan Members:

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTTP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to

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

#### **C13.0 MINISTRY INITIATIVES**

OSSTF/FEESO education workers will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

## APPENDIX A – RETIREMENT GRATUITIES

### A. Sick Leave Credit-Based Retirement Gratuities (where applicable)

1. An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
2. If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
  - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
  - (b) the Employee's salary as of August 31, 2012.
3. If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
4. For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
5. For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have ten (10) years of service with the board:
  - i. Near North District School Board
  - ii. Avon Maitland District School Board
  - iii. Hamilton-Wentworth District School Board
  - iv. Huron Perth Catholic District School Board
  - v. Peterborough Victoria Northumberland and Clarington Catholic District School Board
  - vi. Hamilton-Wentworth Catholic District School Board
  - vii. Waterloo Catholic District School Board
  - viii. Limestone District School Board
  - ix. Conseil scolaire de district catholique Centre-Sud
  - x. Conseil scolaire Viamonde

### B. Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

## APPENDIX B – ABILITIES FORM

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

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

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

<b>Employee Name:</b> (Please print)		<b>Employee Signature:</b>									
<b>Employee ID:</b>		<b>Telephone No:</b>									
<b>Employee Address:</b>		<b>Work Location:</b>									
<b>1. Health Care Professional: The following information should be completed by the Health Care Professional</b>											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. <b>Complete section 2 (A &amp; B) &amp; 3</b>											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. <b>Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.</b>											
First Day of Absence: _____		General Nature of Illness ( <i>please do not include diagnosis</i> ): _____									
Date of Assessment: dd      mm      yyyy											
<b>2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.</b>											
<b>PHYSICAL (if applicable)</b>											
<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):								
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <table> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):										

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit  Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2B: COGNITIVE (please complete all that is applicable)</b>				
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do)</b> for all medical conditions:				
<b>3: Health Care Professional to complete.</b>				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: <b>dd</b> <b>mm</b> <b>yyyy</b>				
<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>				
<b>Date:</b>				
<b>Telephone Number:</b>				
<b>Fax Number:</b>				
<b>Signature:</b>				

**LETTER OF AGREEMENT #1**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

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

## **LETTER OF AGREEMENT #2**

### **BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

### **AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

### **AND**

**The Crown/Couronne**

#### **RE: Benefits**

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

The OSSTF-EW shall request inclusion into the OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should OSSTF-EW fail to reach agreement, consistent with the parameters contained herein, by January 15, 2016, the parties to this LOA will meet to consider other options.

The parties to this LOA agree to comply with the Trust's requirements. The provisions of the agreement between OSSTF-EW and OSSTF shall be reflected in the OSSTF trust participation agreement. The provisions contained herein shall be applicable to OSSTF-EW within the Trust.

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

#### **1.0.0 GOVERNANCE**

1.1.0 OSSTF-EW shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to do the following:

a) Provide education workers access to the same plan as that of the teacher's plan.

b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

#### **2.0.0 ELIGIBILITY and COVERAGE**



- 2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:
- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
  - 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the “Board(s)” benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
  - 2.1.4 No individuals who retire after the Board Participation Date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

### **3.0.0 FUNDING**

#### **3.1.0 Start-Up Costs**

- 3.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
  - b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.
- 3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province’s transfer payment and accountability requirements.

### **3.2.0 On-Going Funding**

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
  - a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later

than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs and casual employee costs.

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

- ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
  - i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).

Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
  - ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,

- iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit. If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31<sup>st</sup> of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- l. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the OSSTF Provincial Office.
- m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.
- n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

#### **4.0.0 TRANSITION COMMITTEE**

- 4.1.0 Subject to the approval of OSSTF, OSSTF-EW may have representation on the OSSTF transition committee regarding all matters that may arise in the creation of the OSSTF-EW division.

#### **5.0.0 PAYMENTS**

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

#### **6.0.0 ENROLMENT**

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

#### **7.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

#### **8.0.0 CLAIMS SUPPORT**

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

## **9.0.0 PRIVACY**

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

#### **Appendix A – HRIS File**

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**RE: Regulated Support Staff Compensation Sub-Committee**

Whereas there are varying salaries of OSSTF/FEESO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:

Within thirty (30) days of ratification of the final local agreement, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO.

The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain OSSTF/FEESO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants and skilled trades are not included in this group.

The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.



## **LETTER OF AGREEMENT #4**

### **BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

### **AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

#### **RE: Job Security**

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment;
  - c. School closure and/or school consolidation; or
  - d. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to 2. above, they shall be achieved as follows:
  - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.
4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of central ratification.
5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;

- c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
- 6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
- 7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
- 8. Any and all existing local collective agreement job security provisions remain.
- 9. This Letter of Agreement expires on August 30, 2017.

**LETTER OF AGREEMENT #5**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**RE: Early Childhood Educators Work Group**

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of up to twelve (12) members shall be established as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO

The work group shall convene to consider and make recommendations concerning, but not limited to the following:

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**BETWEEN**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**Re: Provincial Health and Safety Working Group**

The parties agree to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for OSSTF/FEESO members;
- Caring and Safe Schools as it relates to OSSTF/FEESO members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

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

OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.

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

## **LETTER OF AGREEMENT #7**

### **BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

### **AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

#### **RE: Scheduled Unpaid Leave Plan**

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

For employees who work a ten (10) month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year;  
that will be made available for the purpose of the SULP.

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

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

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

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

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

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2017.

**LETTER OF AGREEMENT #8**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

1. Allowances
2. Work Week
3. Paid Vacation
4. Statutory Holidays
5. Premiums
6. Staffing Levels
7. Professional Judgment and Reporting
8. ECE Preparation Time

## LETTER OF AGREEMENT #9

### BETWEEN

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

### AND

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

#### **RE: Status Quo Central Items as Modified by this Agreement**

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

#### **1. Pregnancy Leave Benefits**

##### Definitions

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

##### Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.



- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Casual employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) Where any part of the eight (8) weeks falls during the 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.
- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;

- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

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

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

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

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

## **3. Short Term Paid Leaves**

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

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement. Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

## **4. Retirement Gratuities**

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

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

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

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

The following language applies only to those employees eligible for the gratuity above:”  
*[insert current Retirement Gratuity language from local collective agreement]*

## **5. Long Term Disability (LTD)**

The Long Term Disability (LTD) waiting periods, if any, contained in the 2008-2012 collective agreement should be retained as written. However, to reflect current requirements, plans with a waiting period of more than 130 days shall cause the Short Term Leave and Disability Plan to be extended to the minimum waiting period required by the plan.

**LETTER OF AGREEMENT #10**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**RE: Long Term Disability (LTD) Plan Working Group**

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

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

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

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**Re: Additional Professional Activity (PA) Day**

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**RE: Violence Prevention Training**

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

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

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

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

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

## **PART B**

### **LOCAL TERMS**



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## **ARTICLE L1.00 – PURPOSE**

- L1.01 It is the general purpose of this agreement to establish mutually satisfactory collective bargaining relations between the Board and the Federation and to provide procedures for the prompt and equitable disposition of local grievances without any interference with the operation of the Board and its schools.

## **ARTICLE L2.00 – DEFINITIONS**

- L2.01 "Member" means a Member of the Durham District School Board within this Bargaining Unit.
- L2.02 "Employer" or "Board" means the Durham District School Board.
- L2.03 "Federation" means the Ontario Secondary School Teachers' Federation/Fédération Des Enseignantes-Enseignants Des Écoles Secondaires De L'Ontario.
- L2.04 "School year" shall be as established by the Board and as defined in the Education Act statutes and regulations.
- L2.05 "Working days" is defined as the Board scheduled days for each Member.
- L2.06 "Parties" means the Federation and the Board.

## **ARTICLE L3.00 – LOCAL AGREEMENT**

- L3.01 This Local Agreement shall come into effect as of the date of ratification with all clauses, provisions and effects unchanged until such time as this Local Agreement is itself superseded by a new Local Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the *Labour Relations Act* and/or the *School Boards Collective Bargaining Act*.

## **ARTICLE L4.00 – RECOGNITION & SCOPE**

- L4.01 The Board recognizes the Federation as the exclusive bargaining agent for all full-time and part-time Permanent Contract, Temporary Contract, Short Term Casual and Long Term Casual Professional Student Services Personnel, save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period, university students employed for the purposes of a cooperative education program and any employees for which a union already holds bargaining rights.

- L4.02 For the purposes of clarity, it is noted that the term ‘supervisor’ refers to those individuals who, in the opinion of the Ontario Labour Relations Board, exercise managerial functions, or are employed in a confidential capacity in matters relating to labour relations within the meaning of *Section 1(3) (b) of the Ontario Labour Relations Act*.
- L4.03 Each party recognizes the right of the other Party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.
- L4.04 **Professional Responsibilities**  
For positions that require registration in a professional college or organization as required for the member’s position, membership in the appropriate professional organization will be required in order to be eligible for employment. All members must maintain their membership in any professional organization in good standing.
- It is understood and agreed that it is a Member’s responsibility to notify the Board of changes in their status with and/or decisions made by their professional college or organization required for employment with the DDSB Board.
- L4.05 **Code of Ethics**  
The Board recognizes that Members who are required to hold membership in their respective Ontario Professional College, Professional Association and/or Professional Regulatory Body have an obligation to abide by the accompanying regulations governing their profession. It is also recognized that Members must abide by Board policies and practices.
- L4.06 **Criminal Background Checks and Offense Declarations**  
The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the *Education Act* and Regulations are stored in a secure location and in a confidential manner.
- L4.07 **Member Position Categories**
- (a) “**Permanent**” is a Member hired as a permanent employee. A permanent Member may be hired on a full-time or part-time basis based on the operational needs of the Board. A full-time assignment is five (5) days per week for the work year. A part-time assignment is fewer than five (5) days per week for the work year.

- (b) “**Contract**” is a Member who may be hired to undertake an assignment for a pre-determined period of up to eleven (11) months. This period may be extended with the mutual agreement of the parties.
- (c) A contract assignment may be ended prior to its intended conclusion date with notice in accordance with that provided for under the *Employment Standards Act* or five (5) days notice or pay in lieu of notice, whichever is greater. Where the termination is for cause, no notice, severance or pay is required.
- (d) The release of a Contract Member shall not give rise to a difference between the parties or be the subject of a grievance for any reason.
- (e) “**Casual**” is a Member who is hired for specific duties or to replace a specific absent Member (who is expected to return). A casual assignment will not normally exceed twenty (20) consecutive working days. This period may be extended with the mutual agreement of the parties.

Where an assignment ends prior to the anticipated conclusion date, no notice is required.

- (f) The release of a Casual Member shall not give rise to a difference between  
the parties or be the subject of a grievance for any reason.
- (g) Casual and Contract Members shall be excluded from the following provisions of this Agreement:

ARTICLE L11.00 - Grievance and Arbitration – where noted  
 ARTICLE L15.00 - Layoff  
 ARTICLE L16.00 - Recall  
 ARTICLE L14.00 - Seniority  
 ARTICLE L20.00 - Work Assignment  
 ARTICLE L36.00 - Leaves of Absence with Pay  
 ARTICLE L45.00 - Paid Holidays (except as within term of assignment)  
 ARTICLE L40.00 - Legislative Leaves of Absence  
 ARTICLE L38.00 - Discretionary Leave  
 ARTICLE L44.00 - Self-funded Leave Plan  
 ARTICLE L30.00 - Pension  
 ARTICLE L27.00 - Placement on the Grid  
 ARTICLE L26.00 - Increments  
 ARTICLE L28.00 - The Work Year

## **ARTICLE L5.00 – MANAGEMENT RIGHTS**

- L5.01 The Federation recognizes and acknowledges that the management of the Board's operation and the direction of the working forces are fixed exclusively with the Board and without restricting the generality of the foregoing, that all management rights inherent in the Board which are not contracted away by a specific provision of this Agreement are retained solely by the Board. For greater certainty and without restricting the generality of the foregoing, the Federation acknowledges that it is the exclusive function of the Board to:
- (a) maintain standards, order, discipline and efficiency;
  - (b) hire, assign, direct, schedule, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline non-probationary employees for just cause;
  - (c) discipline or discharge a probationary employee for any reason satisfactory to the Board.
  - (d) determine the nature and kind of business conducted by the Board, the schedules of work, number of personnel to be employed; make studies of and institute changes in jobs and job assignments; discontinue, reorganize, limit, combine, substitute any operation or part thereof; and determine all other functions and prerogatives invested in and exercised by the Board which shall remain solely with the Board;
  - (e) make and enforce and alter from time to time rules, regulations, and policies and procedures to be observed by employees;
- L5.02 The Board agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable, or discriminatory or that is inconsistent with the terms and provisions of this Agreement.
- L5.03 The Board's exercise of these exclusive rights in one manner or another, or the non-exercise of such rights, in no way restricts the exercise of such rights in future.

## **ARTICLE L6.00 – NO DISCRIMINATION**

- L6.01 The Board and the Federation each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or Members, because of a Member's membership or non-membership in the Federation, or because of his/her/their activity or lack of activity in the Federation.
- L6.02 The Board and the Federation agree to comply with their obligations as set out in the Ontario *Human Rights Code*.
- L6.03 The Federation further agrees that there shall be no solicitation for membership, collection of dues or other Federation activities during working hours, without the mutual agreement of the parties. This clause shall not be construed to prevent Members from engaging in casual conversation relating to Federation affairs.
- L6.04 The Federation may be permitted to carry out Federation business on the Board's premises, at no cost to the Bargaining Unit, upon request in advance of such activity. The location and time shall be determined by mutual agreement between the Federation and the Board.

## **ARTICLE L7.00 – NO STOPPAGE OF WORK**

- L7.01 The parties agree that there shall be no strikes or lockouts during the term of this Agreement. The terms "strike" and "lockout" shall be as defined in the current *Ontario Labour Relations Act*, 1995 and in accordance with the *School Boards Collective Bargaining Act*.

## **ARTICLE L8.00 – FEDERATION DUES**

- L8.01 On each pay date on which a Member is paid, the Board shall deduct from each Member the Federation dues. The amounts shall be determined by the Federation in accordance with its constitution and forwarded in writing to the Board. The Federation must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.
- L8.02 The Federation dues deducted in L8.01 shall be remitted by mail to the office specified by the Federation no later than the fifteenth (15th) of the month following the month on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, the Member identification number, annual salary, and the amounts deducted.



- L8.03 The Federation shall indemnify and save harmless the Board, including its agents, and employees, from any and all claims or actions, arising out of or in any way related to the deductions made in accordance with this Article.
- L8.04 (a) The Board shall provide each new Member with a letter of introduction, supplied by the Federation, from the Bargaining Unit President. These shall be supplied to the new Member upon hire.
- (b) This Agreement will be posted electronically on the Board's intranet within sixty (60) days after it is signed.
- (c) The Board will provide the Federation with statistical data and information encompassing the address, salaries and employment status of Members.

#### **ARTICLE L9.00 – PROBATIONARY PERIOD**

- L9.01 All newly hired permanent Members shall serve a probationary period of ten (10) months of continuous employment with the Board. After completion of the probationary period, seniority shall be effective from the original date of permanent hire.
- L9.02 A Contract Member who is successful in obtaining a permanent position without a break in service, will be subject to five (5) month probationary period in the permanent position.
- L9.03 Notwithstanding L9.02, all Members shall be subject to a minimum probationary period of ten (10) months.

#### **ARTICLE L10.00 – BOARD/FEDERATION COMMUNICATIONS**

- L10.01 The Federation will supply the Board with the names of its officers as requested. Similarly, the Board will supply the Federation with a list of its supervisory or other personnel with whom the Federation may be required to transact business as requested.

#### **ARTICLE L11.00 – LABOUR-MANAGEMENT COMMITTEE**

##### **L11.01 Joint Labour-Management Committee**

The Board and the Federation shall establish and maintain a Labour-Management Committee (the "Committee"). The Committee shall have as its members up to three (3) Board representatives, and up to three (3) members of the Federation, including the Bargaining Unit President. Additional participants may attend a meeting upon mutual consent of the Parties. No deduction from the regular pay of the Bargaining Unit members will be made for attendance at such meetings.

- L11.02 The Committee shall meet not less than four (4) times per school year, or at the mutual agreement of both parties. Both parties may submit agenda items in advance of the meeting; however, when there are no agenda items, upon the mutual agreement of the parties, a scheduled meeting may be cancelled.

The Committee shall endeavour to determine a meeting schedule for the following school year not later than June 30th of each year.

- L11.03 The parties agree to participate in the Committee to discuss Board policies, procedures and regulations, staffing matters as well as matters of mutual interest. Subject to any agreement to the contrary, discussions shall not include matters that are under negotiation or matters that are subject of an active grievance or relate to an individual employee issue. Discussion of any subject at the Committee shall not preclude the filing of a grievance.

#### **ARTICLE L12.00 – LOCAL GRIEVANCE AND ARBITRATION PROCEDURE**

- L12.01 For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purpose of this Article, working days is defined as the Board scheduled days of work for the affected Member.

- L12.02 The Board acknowledges that grievors and/or officers of the Federation may be required to leave their regular duties for the purpose of presenting grievances at meetings held with the Board upon mutual agreement of the parties.

- L12.03 It is the mutual desire of the parties hereto that complaints of Members shall be dealt with as soon as reasonably possible. It is understood that a Member has no grievance until they have first brought the complaint to the attention of their supervisor, or designate, orally or in writing and has given them an opportunity to resolve it within five (5) working days.

Failing a resolution, the Federation must file their grievance under Step 1 within seven (7) working days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the Member.

## **Step 1**

A grievance must be submitted in writing, signed by the President, or designate, to the Member's immediate supervisor, or designate, within seven (7) working days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. If more than one Member is affected by the same factual circumstances a group grievance may be filed. The grievance shall include the name of the grievor(s), nature of the grievance, the date the grievance occurred, the remedy sought and the provisions of the Agreement which are alleged to have been violated. The immediate supervisor, or designate, shall deliver their decision in writing within ten (10) working days following the presentation of the grievance.

## **Step 2**

Failing settlement above, within seven (7) working days after the date of the decision in Step 1 is given or due, the Federation, may submit the grievance in writing to Human Resources, with a copy to the Superintendent of Education, or their designate, responsible for Members covered by this Agreement. Within ten (10) working days, a meeting will take place with the Federation and Human Resources.

A written response will be provided to the Federation within ten (10) working days following the presentation of the grievance. It is understood and agreed that a Federation representative(s) shall be present at such meeting. The Board and/or Federation may engage counsel and assistance as required.

### **L12.04 Policy Grievance**

The Federation shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall proceed directly to Step 2 of this Grievance Procedure. A policy grievance must be submitted within seven (7) working days of the time the Federation became aware, or ought to have reasonably come to the attention of the Federation of the circumstances or the relevant facts giving rise to the grievance.

### **L12.05 Board Grievance**

It is agreed that a grievance brought by the Board against the Federation can be raised provided it is raised within ten (10) working days from the time the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the Board.

#### **L12.06 Discharge Grievance**

A claim by a Member who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Board at Step 2 of the grievance procedure within seven (7) working days after the date the discharge is effected.

Except as provided in Article 9 (Probationary Period), such discharge grievance may be settled under the grievance or arbitration procedure by,

- (a) confirming the Board's action in dismissing the Member, or
- (b) by any other arrangement which may be deemed just and equitable.

L12.07 It is understood that the discharge of a probationary employee is not subject to a grievance under this Agreement.

#### **ARBITRATION PROCEDURE**

L12.08 Failing settlement under the foregoing grievance procedure of any grievance arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration. If no written request for arbitration is received within seven (7) working days after the decision under Step 2 is given, or was due, the grievance shall be deemed abandoned.

L12.09 No adjustment effected under the grievance or arbitration procedure shall be made retroactive beyond five (5) working days prior to the date that the grievance was formally discussed or presented to the Board.

L12.10 The grievance shall be submitted to a mutually agreed upon single arbitrator. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, without the consent of the parties.

L12.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure without the mutual consent of the parties. The parties agree that, at any time, the parties may engage in further mediation or discussions to address a grievance with mutual consent.

L12.12 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- L12.13 The parties will participate in the proceedings of the sole arbitrator in an efficient manner and the decision of the arbitrator will be final and binding upon the parties hereto and the Member(s) concerned.
- L12.14 Each of the parties hereto equally bears the expenses of the arbitrator.
- L12.15 The parties acknowledge that the time limits set out in both the Grievance Procedure and Arbitration Procedure must be strictly complied with unless there is a written agreement to extend them. Failure to comply shall result in the grievance being deemed abandoned.

#### **ARTICLE L13.00 – WORK OF THE BARGAINING UNIT**

- L13.01 Members in the Bargaining Unit shall not be requested by the Board to conduct an evaluation of another Bargaining Unit Member.
- L13.02 In usual circumstances, Members shall not be required to perform any duties normally and regularly performed by members of other bargaining units or other non-unionized personnel except to the extent that such duties are included as part of a Member's required duties and responsibilities.
- L13.03 No Member shall be required to perform work deemed by the Board to be exclusively managerial functions/duties, normally and regularly performed by management, except as otherwise outlined in this collective agreement.

#### **ARTICLE L14.00 – HEALTH AND SAFETY**

- L14.01 The Board and the Federation agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent injury and illness and therefore agree to recognize and co-operate in the implementation of the requirements of the *Occupational Health and Safety Act*, as amended from time to time.
- L14.02 The Joint Health and Safety Committee (JHSC) shall be established in accordance with the Act and shall include representation as stipulated in the *Guidelines for The Structure And Function Of The Joint Health & Safety Committee*.
- L14.03 The Employer shall ensure that workplace safety training is provided. Every effort will be made to provide this training during the working day.

## **ARTICLE L15.00 – SENIORITY**

- L15.01 One seniority list for permanent Members, current as of December 31st, will be provided to the Bargaining Unit president by January 31st each year. The seniority list shall be posted on the Board's Intranet no later than March 15th of each school year, with a copy sent to the Bargaining Unit President. The list shall be ordered with the most senior Bargaining Unit Member at the top of the list and the most junior at the bottom.
- L15.02 Where a Contract or Casual Member is successful in obtaining a permanent position, they will be placed on the seniority list.
- L15.03 For permanent members, both part-time and full-time, hired before September 1st, 2018, seniority shall be the length of continuous service with the Board from the date of hire. For Members hired on or after September 1st, 2018, seniority shall be the date of hire with the Board as a permanent Bargaining Unit Member.
- L15.04 Any approved leaves of absence including school breaks will not constitute a break in seniority.
- L15.05 Errors in the calculation of a Member's seniority shall be brought to the attention of the Board by the Member within thirty (30) work days or the list shall be deemed correct.
- L15.06 The seniority list shall identify each Members' seniority, name and position and FTE status.
- L15.07 If a tie in rank ordering occurs the tie breaker shall be determined by lot.
- L15.08 If a Member transfers to a position outside of the Bargaining Unit, seniority rights acquired to the date of leaving the unit shall be retained up to a period of twelve (12) consecutive months.
- L15.09 Seniority within the Bargaining Unit will be lost if a Member transfers outside the bargaining unit for a period of greater than twelve (12) consecutive months. This can be extended with the mutual agreement of the Board, Bargaining Unit, and the Member.
- L15.10 The seniority rights of a Member shall cease and the Member's employment shall be deemed to be terminated for any one of the following reasons:
- a) the Member resigns;
  - b) the Member retires;
  - c) the Member is discharged for just cause and is not reinstated;

d) the Member is laid off for a period of longer than twenty (20) consecutive months; or

e) the Member refuses recall or failure to report to the Board within the time specified in a recall notice or failure to report for work on the date specified in a recall notice.

#### **ARTICLE L16.00 – LAYOFF**

L16.01 A layoff shall be defined as any involuntary permanent or temporary reduction of the work force or of hours affecting Permanent Bargaining Unit Members.

When staffing reduction is required, layoff of Members will be in the reverse order of seniority, provided the remaining Members have the necessary qualifications required to perform the work.

L16.02 Where possible, members will be informed in advance and in writing of any changes to their assignments for the upcoming school year.

#### **ARTICLE L17.00 – RECALL**

L17.01 The Board shall establish and maintain a recall list of all Bargaining Unit Members who are laid off and eligible for recall.

L17.02 Members who are laid off in accordance with L15.00 will be retained on the seniority list and continue to accrue seniority for a period of up to twenty (20) months. During that period, they will be subject to recall in order of seniority.

L17.03 A Member who is on lay off shall be given first opportunity in order of seniority, for work within his/her position for which they have the required qualifications, skills, knowledge, ability, experience and training.

A Member on lay off with the necessary qualifications required to perform the work shall be offered any available position within the Bargaining Unit prior to external hiring taking place.

L17.04 A Member who is on a lay off and who accepts temporary or short-term work will do so without prejudice to the Member's recall rights.

#### **ARTICLE L18.00 – DISCIPLINE/FEDERATION REPRESENTATION**

L18.01 No Member, with the exception of probationary employees, shall be demoted, suspended, disciplined or dismissed without just cause.

- L18.02 If the Board requires a Member to meet with his/her/their supervisor in order to formally investigate the professional conduct of the Member or in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the Member of the purpose of the meeting, and that he/she/they has the right to have a Federation representative present. The Board shall inform the Bargaining Unit President, or designate, in advance that the meeting is to take place.
- L18.03 If the Member elects to have Federation representation, no discussion of the issues will take place until the Federation representative is present. Bargaining unit representation will attend in a timely fashion.
- L18.04 Where the Board wishes to meet with a member of the Bargaining Unit to discuss a criminal conviction or pattern of behaviour which poses a potential unacceptable risk, the Member will be advised of his/her/their rights to have a Federation representative at the meeting.

#### **ARTICLE L19.00 – MEMBER'S PERSONNEL FILES**

- L19.01 A Member will be allowed to review the Member's personnel file at a mutually agreeable time, upon prior written request to the person designated by the Board. Such review must be facilitated by and made in the presence of a member of the Human Resource Services staff at a time that is mutually arranged.
- L19.02 The Member may be accompanied by a Federation representative.
- L19.03 If the Member disputes the accuracy or completeness of such information, the Board shall confirm or amend the information on record.
- L19.04 A Member may request, in writing, to Human Resource Services, the removal of specific disciplinary documents or documents of a negative nature including all supporting documents from the Member's file. Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the Member's file.

No document which is removed from a Member's file shall be referred to or used against the Member in any way. For further clarity, but not so as to limit the generality of the foregoing, documents which have been removed shall not be used against the Member in order to demote, dismiss, discharge or discipline the Member in any way, nor shall it be used against the Member in any arbitration or any other legal proceeding.



- L19.05 Human Resource Services shall respond in writing to the Member within three (3) weeks of the date of such request. A copy of the response will be provided to the Bargaining Unit President.
- L19.06 At the Member's request, documents contained in a Member's personnel file of a disciplinary nature and all supporting documents shall be removed forty-eight (48) months after their date of issue, unless further disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the Member's file.

#### **ARTICLE L20.00 – MEMBER NOTIFICATION**

- L20.01 It shall be the duty of the Member to notify the Board, specifically Human Resource Services, in writing within fifteen (15) working days of any change of address or telephone number. If a member should fail to do this, the Board will not be responsible for failure of a notice to reach such Member, and any notice sent by the Board by registered mail or courier to the address of the member which appears on the Board's Human Resource Services' records shall be conclusively deemed to have been received by the member.

#### **ARTICLE L21.00 – WORK ASSIGNMENTS**

- L21.01 By March 1st of each year, the Superintendent of Inclusive Student Services will provide each permanent Member with a Placement Preference Form (the "Form") to be completed for the upcoming school year. Through the Form, employees will identify their preferences for their work assignment for the next school year to be considered by the Superintendent of Inclusive Student Services.
- L21.02 The employee may request to meet with their Chief to discuss their preferences. The Placement Preference Form will be due to the respective Chief annually on April 1st. The Form does not negate the Board's management rights under Article L5.00.
- L21.03 When and where possible, by June 30th of each year, the Chiefs will share preliminary assignments with Members for the upcoming year. Information contributing to the decisions will be shared where appropriate. It is recognized that circumstances may arise throughout the year that may result in a change of staffing assignments.

## **ARTICLE L22.00 – WORKING CONDITIONS**

- L22.01 No member of the Bargaining Unit shall be required to transport a student(s) in a personal vehicle.
- L22.02 A Member's professional judgement shall be used to determine when/if to perform a home or off-site visit. The Member will raise any concerns with their immediate supervisor.
- L22.03 **Work Space - Education Centre/Board Office**  
The parties agree to the following protocol:  
The Superintendent shall assign work space at the Education Centre to each Member. Consideration shall be given but not limited to:
- Access to a work station with a telephone and computer
  - Filing cabinets with locks
- L22.04 **Work Space - School Site**  
The Board will ensure that members have reasonable access to a confidential work space.

## **ARTICLE L23.00 – TRAVEL AND USE OF MEMBERS' VEHICLE**

- L23.01 The calculation of mileage shall be as per Board policy.

## **ARTICLE L24.00 – PROFESSIONAL DEVELOPMENT**

- L24.01 An individual Member either presenting or attending may, with the approval of the Board, attend professional development sessions. A Member who attends such a session shall suffer no loss of pay, benefits or seniority.
- L24.02 Members attending approved professional development activities at the direction of the Board will be reimbursed for related expenses in accordance with the Board's Business Travel, Meal and Hospitality Expenses Procedure.
- L24.03 Professional Development activities and allocation of PD funds may be discussed at the Labour Management Committee.

## **ARTICLE L25.00 – JOB POSTING PROCESS**

### **L25.01 Job Posting Requirements**

At a minimum, job posting(s) will include the job title, qualifications and education, the type of position, anticipated commencement date, deadline for applications and compensation. Postings will indicate specialized skills or experience where appropriate.

All applications for posted vacancies shall be made using the Board approved application process and the Bargaining Unit shall be notified of the successful candidate.

**L25.02 Permanent and Temporary Assignments**

For the purposes of this Article, “temporary assignment” shall mean a position which is created as a result of specialized and time-limited funding. All permanent and temporary assignments shall follow the process established in this Article.

Each vacancy will be posted internally for a period of five (5) working days and externally for a minimum period of five (5) working days. These postings may be made simultaneously. Permanent Members (who have completed their probationary period) shall be evaluated before Contract, Casual and external applications. Applicants shall be evaluated based on their skills, knowledge, experience, qualifications and merit as assessed by the Board. When applicants are deemed by the Board to be relatively equal, seniority shall be the determining factor.

**L25.03 Contract vacancies**

All contract positions lasting at least six (6) months shall follow the process established in this Article.

Each vacancy will be posted internally for a period of five (5) working days and externally for a minimum period of five (5) working days. These postings may be made simultaneously. Permanent, Contract and Casual Members shall be evaluated before external applications. Applicants shall be evaluated based on their skills, knowledge, experience, qualifications and merit as assessed by the Board.

Permanent Members successful in achieving a contract position shall retain their permanent status. Upon completion of the contract, a Permanent Member shall return to their original job classification and FTE.

**ARTICLE L26.00 – SALARIES AND WAGES**

**L26.01** Members will be paid according to the compensation scale based on their job classification set out in Article L24.03.

## L26.02 Short Term Casual Employees

Short term casual employees shall be paid a daily rate calculated as follows:

Job Classification Step 1/194

## L26.03 Salary/Wage Grids

### (a) Psychological Services

- (i) Members with a permanent hire date which precedes the date of ratification of this Agreement shall be subject to the following salary grid.

#### Effective February 1, 2019

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Psychologist									
Clinical Supervisor	\$102,922	\$106,731	\$110,538	\$114,358					
Psychological Associate	\$64,758	\$70,146	\$75,553	\$80,948	\$86,346	\$91,738	\$97,136	\$102,538	\$107,932
Psychometrist	\$64,758	\$70,146	\$75,553	\$80,948	\$86,346	\$91,738	\$97,136	\$102,538	\$107,932

#### Effective August 31, 2019 (0.5%)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Psychologist									
Clinical Supervisor	\$103,437	\$107,265	\$111,091	\$114,930					
Psychological Associate	\$65,082	\$70,497	\$75,931	\$81,353	\$86,778	\$92,197	\$97,622	\$103,051	\$108,472
Psychometrist	\$65,082	\$70,497	\$75,931	\$81,353	\$86,778	\$92,197	\$97,622	\$103,051	\$108,472

- (ii) Members with a permanent hire date falling after the date of ratification of this Agreement shall be subject to the following grid:

**Effective February 1, 2019**

<b>Classification</b>	<b>Step 1</b> (Entry Rate)	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b> (Job Rate)
<b>Psychologist</b>						
<b>Clinical Supervisor</b>	\$94,259	\$98,029	\$101,950	\$106,028	\$110,285	
<b>Psychological Associate</b>	\$73,214	\$79,071	\$84,928	\$90,786	\$96,643	\$102,500
<b>Psychometrist</b>	\$67,857	\$73,286	\$78,714	\$84,143	\$89,571	\$95,000

**Effective August 31, 2019 (0.5%)**

<b>Classification</b>	<b>Step 1</b> (Entry Rate)	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b> (Job Rate)
<b>Psychologist</b>						
<b>Clinical Supervisor</b>	\$94,730	\$98,519	\$102,460	\$106,558	\$110,836	
<b>Psychological Associate</b>	\$73,580	\$79,466	\$85,353	\$91,240	\$97,126	\$103,013
<b>Psychometrist</b>	\$68,196	\$73,652	\$79,108	\$84,564	\$90,019	\$95,475

**(b) Speech Language Pathology**

- (i) Speech Language Pathologist Members with a permanent hire date which precedes the date of ratification of this Agreement shall be subject to the following salary grid.

**Effective February 1, 2019**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Speech Language Pathologist</b>	\$88,700	\$91,983	\$95,264	\$98,556

**Effective August 31, 2019 (0.5%)**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Speech Language Pathologist</b>	\$89,144	\$92,443	\$95,740	\$99,049

- (ii) Speech Language Pathologist Members with a permanent hire date falling after the date of ratification of this Agreement shall be subject to the following grid:

**Effective February 1, 2019**

<b>Classification</b>	<b>Step 1</b> (Entry Rate)	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b> (Job Rate)
<b>Speech Language Pathologist</b>	\$76,983	\$80,290	\$83,739	\$87,336	\$91,087	\$95,000

**Effective August 31, 2019 (0.5%)**

<b>Classification</b>	<b>Step 1</b> (Entry Rate)	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b> (Job Rate)
<b>Speech Language Pathologist</b>	\$77,368	\$80,691	\$84,158	\$87,773	\$91,542	\$95,475

- (iii) Members in the Intervenor or Interpreter classification shall be subject to the following grid:

**Effective February 1, 2019**

<b>Classification</b>	<b>Step 1</b> (Entry Rate)	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b> (Job Rate)
<b>Intervener</b>	\$31.00	\$32.28	\$33.62	\$35.01	\$36.46	\$37.97
<b>Interpreter</b>	\$31.00	\$32.28	\$33.62	\$35.01	\$36.46	\$37.97

**Effective August 31, 2019 (0.5%)**

<b>Classification</b>	<b>Step 1 (Entry Rate)</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6 (Job Rate)</b>
<b>Intervener</b>	\$31.16	\$32.44	\$33.79	\$35.19	\$36.64	\$38.16
<b>Interpreter</b>	\$31.16	\$32.44	\$33.79	\$35.19	\$36.64	\$38.16

**(b) Social Work**

- (i) All Members in the following roles shall be subject to the following grid:

**Effective February 1, 2019**

<b>Classification</b>	<b>Step 1 (Entry Rate)</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6 (Job Rate)</b>
<b>Social Worker</b>	\$76,983	\$80,290	\$83,739	\$87,336	\$91,087	\$95,000
<b>Youth Worker</b>	\$56,408	\$58,745	\$61,178	\$63,712	\$66,352	\$69,100

**Effective August 31, 2019 (0.5%)**

<b>Classification</b>	<b>Step 1 (Entry Rate)</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6 (Job Rate)</b>
<b>Social Worker</b>	\$77,368	\$80,691	\$84,158	\$87,773	\$91,542	\$95,475
<b>Youth Worker</b>	\$56,690	\$59,039	\$61,484	\$64,031	\$66,684	\$69,446

**ARTICLE L27.00 – INCREMENTS**

- L27.01 Permanent Members who are not at the maximum step on the salary grid shall advance to the next step on the salary grid on their anniversary date of commencing employment in the relevant classification.

## **ARTICLE L28.00 – PLACEMENT ON GRID**

- L28.01 For newly hired Permanent Members who have not been previously employed by the Board and for Long-Term Contract Members, previous direct and related experience prior to the Member's permanent employment with the Board shall be recognized for purposes of placement on the salary grid.

## **ARTICLE L29.00 – WORK YEAR**

- L29.01 The work year for Interpreters, Intervenors, Speech-Language Pathologists, and Youth Worker shall be the 194 school days as stipulated in the Board's School Year Calendar and consistent with the Education Act and Regulations.
- L29.02 The work year for Clinical Supervisor of Psychological Services, Psychological Associates, Psychologists, Psychometrists and Social Workers shall be the 194 school days as stipulated in the Board's School Year Calendar consistent with the Education Act statute and regulations plus six (6) flexible days.

Flexible days shall be determined and scheduled by the Board in its sole discretion during the one week immediately following the end of the school year and the one week prior to the start of the following school year. Notification of scheduled flexible days will be provided by April 30<sup>th</sup> or a date mutually agreed upon by the parties.

## **ARTICLE L30.00 – HOURS OF WORK**

- L30.01 Under normal circumstances, a Member's daily hours of work will be seven (7) hours, Monday to Friday inclusive, between the hours of 8:00 am to 5:00 pm.
- L30.02 The normal expectation for Members is a thirty-five (35) hour work week.
- L30.03 As circumstances require, on an individual basis, adjustments to work schedules will be pre-arranged with the supervisor. This may include flexing the normal work day to accommodate early morning meetings or late afternoon/evening meetings.

## **ARTICLE L31.00 – PENSION**

- L31.01 All Members must enroll in the Ontario Municipal Employees Retirement Plan (OMERS) or the Ontario Teachers' Pension Plan (OTPP) upon employment with the Board as a condition of employment. Each Member shall contribute to the Plan based on the formula established by the appropriate pension plan.



## **ARTICLE L32.00 – METHOD OF PAY**

- L32.01 Members shall be paid bi-weekly by direct deposit to a financial institution of the Member's choice.
- L32.02 In the event of an error in salary, the Board shall make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered and shall notify the Member. Where a correction of an error requires that a Member repay an amount exceeding \$500, a schedule of repayment shall be determined by the mutual agreement of the Employer and the Member.

## **ARTICLE L33.00 – EMPLOYMENT INSURANCE REPORTING**

- L33.01 It is understood and agreed, subject to Service Canada rules, the daily hours of work for a full-time Member, for E.I. Reporting purposes, shall be recognized as 7.0 hours.

## **ARTICLE L34.00 – MEMBER SECURITY**

- L34.01 The Board confirms that it maintains liability insurance with OSBIE to cover all Board employees.

## **ARTICLE L35.00 – FEDERATION LEAVE**

### **Leave for the Bargaining Unit President**

- L35.01 The Bargaining Unit President, or their designate shall be entitled to an unpaid leave of absence to conduct local union business of up to two days per month. These days must be scheduled at least two (2) weeks in advance of the day(s) of the leave, however an exception may be granted with the mutual agreement of the parties.

At the request of the OSSTF Provincial Office, federation release may be granted at the discretion of the Board, and shall not be unreasonably withheld, for the purpose of carrying out Provincial Federation business.

Federation release days requested for the purpose of Provincial work will not be deducted from the entitlement provided for in this Article.

- L35.02 The Board shall administer pay, benefits and sick leave for the Member during the leave, which will be subject to timely reimbursement to the Board, by the Federation. Reimbursement shall be calculated at a rate of 1/194 of Step 1 of the respective salary grid and all benefit costs, including statutory benefit costs of the Member.

- L35.03 The President, or their designate shall be entitled to 100% credit for work experience and seniority for the duration of the leave.
- L35.04 At the request of the President, additional leaves may be granted by the Board to Bargaining Unit Members to carry out official union business as required.

### **Time Off for Bargaining**

- L35.05 Time off with pay shall be granted to the Chief Negotiator, a Chairperson of the Collective Bargaining Committee and up to two (2) other Members for the purpose of meeting with the Board for negotiations. The Bargaining Unit will reimburse the Board for fifty (50) percent of the full salary and all benefit costs, including statutory benefit costs, of each Member.
- L35.06 Upon request by the Bargaining Unit, and subject to operational requirements, the Board may excuse from duties, such additional Members of the Bargaining Unit for bargaining preparation. Such release shall be limited to a maximum combined total for the Bargaining Unit of (15) days per school year. The Bargaining Unit will reimburse the Board for salary which shall be calculated at a rate of 1/194 of Step 1 of the respective salary grid and all benefit costs, including statutory benefit costs of the Member.

### **Provincial OSSTF Leave**

- L35.07 A Member elected to a full-time position with Provincial OSSTF – shall be granted a leave of absence without pay or benefits for a period of time not to exceed two (2) years. Additional requests to extend the leave, shall be provided by April 1<sup>st</sup> of each school year and shall not be unreasonably denied. Following the Member's return to duty, they shall return to their original job classification and FTE subject to that Member remaining in good standing with their respective regulatory body, if applicable.
- L35.08 A Member appointed to a full-time position with Provincial OSSTF shall be granted leave of absence without pay or benefits for any period of time during which the Member holds a position with the Federation for a period not to exceed two years.

### **Leave for Bargaining Unit Executive Members**

- L35.09 Members of the Bargaining Unit Executive who are providing representation for Members in accordance with L18.00 (Discipline/Federation Representation) in a meeting with the Board or Members who are representing the Bargaining Unit on joint committees or in grievance meetings with the Board shall be treated for the time spent attending such meetings as though they are actively at work, covered by all terms and provisions of this agreement.

## **ARTICLE L36.00 – SICK LEAVE**

- L36.01 No medical certificate shall be required for an absence up to three (3) consecutive working days.
- L36.02 Notwithstanding L36.01, a Member may be required to produce medical documentation if advised to do so during an absence of less than three (3) consecutive working days, or prior to an absence. If such a request is made, the Bargaining Unit shall be notified.
- L36.03 A Member must inform their supervisor of each absence prior to the absence as soon as possible but no later than the beginning of the scheduled work day.
- L36.04 **Return to Work/Accommodation**
- (a) The Board, the Federation, and Members shall comply with their obligations under the Ontario Human Rights Code with respect to a return to work or accommodation process.
  - (b) A Member has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The Board shall notify the Member of this right.

## **ARTICLE L37.00 – LEAVES OF ABSENCE WITH PAY**

- L37.01 **Bereavement Leave**
- (a) A Member shall be allowed up to a maximum of five (5) working days (not including weekends) for leave of absence, with pay, when a death occurs in such employee's immediate family for the purposes of making the arrangements for, or attending a funeral or formal memorial service. These five days will normally be taken consecutively, except in the case of subsequent memorial or funeral services.
  - (b) "immediate family" means: spouse (includes both married and unmarried couples, of the same or opposite genders), parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse, spouse of the employee's child, brother or sister of the employee, or relative of the employee who is dependent on the employee for care or assistance.

## **L37.02 Other Leaves**

A combined maximum of five (5) paid days per work year is available for a leave of absence for the following reasons:

- (a) The illness of the Member's spouse; parent, step-parent or foster parent of the Member or the Member's spouse, child, step-child or foster child of the Member or the Member's spouse, grandparent, step-grandparent, grandchild or step-grandchild of the Member or the employee's spouse, the spouse of a child of the employee, the Member's brother or sister, or a relative of the Member who is dependent on the Member for care or assistance;
- (b) Writing university or similar examinations (maximum 1 day per exam),
- (c) Convocation from a secondary or post-secondary institution of the member, spouse, or child, parent or grandchild (maximum 1 day per occasion)
- (d) Moving to a new place of residence on the day of the move, limited to once during the calendar year of the primary residence of member (maximum 1 day per school year)
- (e) Death of a person other than provided for in L37.01(b)
- (f) Observance of a religious holy day.
- (g) Birth or adoption of Member's child where the Member is not accessing pregnancy or parental leave or adoption leave (time is to be taken upon the release of the child into the care/custody or control of the Member).
- (h) Weddings (one (1) day per occasion)

**L37.03** An absence from work, other than already identified in this Article which constitutes an exceptional circumstance, may be approved at the Board's discretion.

## **ARTICLE L38.00 – ADDITIONAL PAID LEAVES**

- L38.01 There shall be no deduction from pay of a member absent from duty by reason of a summons to serve as a juror or in response to a subpoena from the Crown, provided that the member provides a copy of the summons or subpoena and pays the Board any fee exclusive of travelling allowance and living expenses that he/she receives as a juror or as a witness.
- L38.02 There shall be no deduction from either pay or from those leaves listed in L37.02 (Leaves of Absence with Pay) of a member absent from duty by reason of quarantine by Medical Officer of Health, provided the Member is not the person who is ill.

## **ARTICLE L39.00 – DISCRETIONARY LEAVES**

### **L39.01 School Year Leave**

At the discretion of the Board, a member may be granted a leave of absence without pay and without loss of seniority of up to twelve (12) months if approved by the Board. A member requesting such a leave must follow the approved process and submit the request before April 1 for the following school year.

### **L39.02 Other Discretionary Leaves**

At the discretion of the Board, a member may be granted a leave of absence without pay and without loss of seniority for another predetermined period. Requests for such leaves of absence should be received by the Board two (2) months prior to the date on which the leave is to commence. Under exceptional circumstances, this timeline may be waived.

- L39.03 Leaves approved as per L39.01 and L39.02 may be extended with the mutual agreement of the Board and Member.

- L39.04 Upon return from a leave and subject to other terms in this Agreement, the Member shall be offered employment in the same position and with same FTE status.

## **ARTICLE L40.00 – WORKPLACE SAFETY AND INSURANCE BOARD LEAVES**

- L40.01 In cases where a Member was entitled to receive WSIB top up on August 31, 2012 deducted from sick leave, and the Member's absence was due to an accident compensable under the *Workplace Safety and Insurance Act*, the period of the absence shall be covered by WSIB benefits topped-up to full salary by the Board without deduction from sick leave to a maximum of four years and six months.

If, as a result of an accident, a Member received benefits under the *Workplace Safety and Insurance Act* on September 1, 2012, the Member's entitlement to be topped up to the maximum of four (4) years and six (6) months shall be reduced by the length of time for which the Member received WSIB benefits prior to September 1, 2012.

#### **ARTICLE L41.00 – LEGISLATIVE LEAVES**

L41.01 Legislative leaves will be granted pursuant to the *Ontario Employment Standards Act* in effect at the time the leave is requested. The terms, conditions and eligibility for the leave are defined by the *Ontario Employment Standards Act*.

L41.02 **Legislative Leave Conditions**

(a) Legislative leaves are job protected leaves that are provided for by legislation. The terms, conditions and eligibility for the leave are defined by the *Ontario Employment Standards Act (ESA)*. Members accessing these leaves must provide to the Board such evidence as necessary to prove entitlement under the ESA. A member shall notify the supervisor in line with the provisions of the ESA and as soon as possible of the requirement for a leave.

(b) A member on a Legislative leave will have their position and FTE guaranteed. Seniority will continue to accrue during such leaves and upon return, and where applicable, members will receive any pay increment or part thereof to which they would have been eligible, had it not been but for the leave.

Eligibility and premium obligations of Members on leave shall be determined by the OSSTF Benefits Plan.

#### **ARTICLE L42.00 – PREGNANCY LEAVE & SEB PLAN**

The following article is administered in accordance with Part A of the collective agreement.

L42.01 **Pregnancy Leave SEB Plan**

A Member who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Member receives from E.I. and their regular gross pay.

## L42.02    **Pregnancy Leave Benefits**

### **Common Central Provisions**

- (a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Casual employees are not entitled to pregnancy leave benefits.
- (e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- (f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (g) Where any part of the eight (8) weeks falls during the 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.
- (h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

- (i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.

(l) **Pregnancy Leave SEB Plan**

A SEB plan to top up E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

**ARTICLE L43.00 – PARENTAL LEAVE**

L43.01 Parental leave shall be granted in accordance with the provisions of the Employment Standards Act.

**ARTICLE L44.00 – DOMESTIC AND SEXUAL VIOLENCE LEAVE**

L44.01 Domestic and Sexual Violence Leave is available to members pursuant to the Employment Standards Act.

**ARTICLE L45.00 – SELF FUNDED LEAVE PLAN**

L45.01 A Self-Funded Leave Plan shall exist to enable Members to take a one (1) year leave of absence without pay and to finance this leave through deferral of salary. Leave will only be granted upon the written recommendation of the Director and with the formal approval of the Board.

An Employee desiring a leave must submit an application in writing to the Director setting out a planned program for the twelve (12) months of leave. The application must be submitted at least six (6) months prior to the commencement of the individual's plan. The Director shall respond to the application noting acceptance or denial no later than two (2) months following application.



- L45.02 A Member having at least three (3) years of service with the Board shall be eligible to apply to participate in the plan and to be granted a leave of absence equivalent to their work year. Members who work a ten (10) month year shall be governed by the Self-Funded Leave Plan which provides for the leave to commence on September 1<sup>st</sup>.
- L45.03 If approved, a Member may choose to defer salary for a pre-arranged period of years prior to the leave to permit a continuation of income during the year of leave, or may choose to take the year of leave without any continuation of salary during that year.
- L45.04 A Member returning to duty after the year of leave shall be reinstated to the same classification held prior to the leave or a classification with comparable salary unless otherwise mutually agreed in writing between the Member and the Board prior to the leave commencing.
- L45.05 A Member shall have the option of withdrawing from the plan at any time prior to the leave provided replacement arrangements have not been finalized.
- L45.06 Where a Member withdraws from the plan prior to taking leave with the permission of the Board, all funds including interest accumulated to the date of withdrawal shall be returned within ninety (90) days.
- Where a Member enrolled in the plan leaves the employ of the Board, all funds included accumulated interest shall become due and payable within ninety (90) days of date of termination. Similarly, where a Member dies while enrolled in the Plan, but prior to taking leave, all funds including accumulated interest shall become due and payable to the estate within ninety (90) days.
- L45.07 All provisions of the plan are subject to regulations governing the Teachers' Pension Plan Board/OMERS and Revenue Canada as those regulations may be amended from time to time. The Member is responsible for any pension plan contributions, as applicable, for the duration of the leave.
- L45.08 Any entitlement to benefits during the leave shall be in accordance with the OSSTF – Employee Life and Health Trust (ELHT). The Member acknowledges that Long Term Disability premiums must be continued during the leave in order to provide for a continuation of benefits upon return to active employment.

## **ARTICLE L46.00 – PAID HOLIDAYS**

L46.01 Member's salaries paid under this Agreement shall include holiday pay for the following holidays:

- Thanksgiving Day
- Christmas Day
- Boxing Day
- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labour Day

## **LETTER OF UNDERSTANDING #1**

### **Member Performance Evaluation**

Within one-hundred and twenty working days (120) days of ratification of this agreement, the Board shall meet with the Federation to discuss a Member Performance Evaluation Framework.

## **LETTER OF UNDERSTANDING #2**

### **Contracting Out - External Collaborative Relationships Protocol**

Within 90 days of the ratification of this agreement, the Board and the PSSP Bargaining Unit agree to meet and review and jointly develop any recommended changes to the terms of an External Collaborative Relationships Protocol in regards to partnerships with external agencies related to program delivery for students with special needs and/or at risk students.

Time spent attending such meetings shall be considered time worked and such time shall not count towards the days permitted in Article L35.00 – Federation Leave.