

COLLECTIVE AGREEMENT

BETWEEN

THE DURHAM DISTRICT SCHOOL BOARD

-AND-

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



SEPTEMBER 1, 2019 – AUGUST 31, 2022

TABLE OF CONTENTS

OSSTF EDUCATION WORKERS – PART A: CENTRAL TERMS

C1.00	<u>STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)</u>	4
C1.1	<u>Separate Central and Local Terms</u>	4
C1.2	<u>Implementation</u>	4
C1.3	<u>Parties</u>	4
C1.4	<u>Single Collective Agreement</u>	4
C2.00	<u>LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)</u>	4
C2.1	<u>Term of Agreement</u>	4
C2.2	<u>Amendment of Terms</u>	4
C2.3	<u>Notice to Bargain</u>	4
C3.00	<u>DEFINITIONS</u>	5
C4.00	<u>CENTRAL LABOUR RELATIONS COMMITTEE</u>	6
C5.00	<u>CENTRAL GRIEVANCE PROCESS</u>	6
C5.1	<u>Definitions</u>	6
C5.2	<u>Central Dispute Resolution Committee</u>	7
C5.3	<u>Language of Process</u>	7
C5.4	<u>Grievance Shall Include:</u>	8
C5.5	<u>Referral to the Committee</u>	8
C5.6	<u>Voluntary Mediation</u>	8
C5.7	<u>Selection of the Arbitrator</u>	9
C6.00	<u>EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED)</u>	9
C7.00	<u>SPECIALIZED JOB CLASSES</u>	9
C8.00	<u>WORK YEAR</u>	9
C9.00	<u>STAFFING COMMUNICATION</u>	9
C10.00	<u>BENEFITS</u>	10
C10.1	<u>ELHT Benefits</u>	10
C10.2	<u>Eligibility and Coverage</u>	10
C10.3	<u>Funding</u>	11
C10.4	<u>Full-Time Equivalent (FTE) and Employer Contributions</u>	12
C10.5	<u>Benefits Committee</u>	12
C10.6	<u>Privacy</u>	12
C10.7	<u>Benefits not provided by the ELHT</u>	12
C10.8	<u>Payment in Lieu of Benefits</u>	13
C11.00	<u>STATUTORY LEAVES OF ABSENCE/SEB</u>	13
C11.1	<u>Family Medical Leave or Critical Illness Leave</u>	13
	<u>Supplemental Employment Benefits (SEB)</u>	13
C12.00	<u>SICK LEAVE</u>	14
C12.1	<u>Sick Leave/Short Term Leave and Disability Plan</u>	14
a)	<u>Sick Leave Benefit Plan</u>	14
b)	<u>Sick Leave Days</u>	14
c)	<u>Short-Term Leave and Disability Plan (STLDP)</u>	14
d)	<u>Eligibility and Allocation</u>	14
e)	<u>Short-Term Leave and Disability Plan Top-up</u>	15
f)	<u>Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment</u>	16

g) Administration	16
h) Pension Contributions While on Short Term Disability	17
C13.00 MINISTRY INITIATIVES	17
C14.00 PROVINCIAL FEDERATION RELEASE DAYS	17
APPENDIX A – RETIREMENT GRATUITIES	18
A. Sick Leave Credit-Based Retirement Gratuities (where applicable)	18
B. Other Retirement Gratuities	18
APPENDIX B – ABILITIES FORM	19
LETTER OF AGREEMENT #1 RE: Sick Leave	21
LETTER OF AGREEMENT #2 RE: Job Security	22
LETTER OF AGREEMENT #3 RE: Provincial Working Group – Health and Safety	24
LETTER OF AGREEMENT #4 RE: Scheduled Unpaid Leave Plan	25
LETTER OF AGREEMENT #5 RE: Status Quo Central Items	27
LETTER OF AGREEMENT #6 RE: Additional Professional Activity (PA) Day	28
LETTER OF AGREEMENT #7 RE: Children’s Mental Health, Special Needs and Other Initiatives	29
LETTER OF AGREEMENT #8 RE: Online Reporting Tool for Violent Incidents	30
LETTER OF AGREEMENT #9 RE: Half Day of Violence Prevention Training	32
LETTER OF AGREEMENT #10 RE: Employee Life and Health Trust (ELHT) Committee	33
HISTORICAL APPENDIX OF CENTRAL TERMS - FOR REFERENCE ONLY	33

C1.00 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.

C2.00 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, 2019 to August 31, 2022 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.

C3.00 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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1 The CTA/CAE 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/CAE. The parties agree that the Crown may attend meetings.
- C4.6 OSSTF/FEESO and CTA/CAE representatives will each select one co-chair.
- C4.7 Additional representatives may attend as required by each party.

C5.00 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 l'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. The Central Parties may engage in informal discussions of the disputed matter.
- iii. Should the matter remain in dispute at the conclusion of the informal discussions, 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.
- iv. The Committee shall complete its review within 20 days of the grievance being filed.
- v. 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.
- vi. 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.

C6.00 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.

C7.00 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.

C8.00 WORK YEAR

The full-time 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.

C9.00 STAFFING COMMUNICATION

- a) In boards where no staffing committee exists, the employer will meet with the union to communicate the number of OSSTF/FEESO Education Worker FTE proposed for the coming school year, prior to the annual staffing process and subject to the approval of the board budget. Prior to the meeting, the employer shall provide the union the projected FTE. Every effort shall be made to provide the information no later than 24 hours before the meeting.

Outside of the annual process either party may raise staffing issues at appropriate meetings as required.

- b) No surplus/layoff/redundancy declarations shall be made until such time as the union has been notified.
- c) Any release time required for this purpose will not be charged against local collective agreement federation release time.

C10.00 BENEFITS

The Parties have agreed to include in a historical appendix LOA #2 (Benefits) of the 2014-17 Agreement on Central Terms.

The parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C10.1 ELHT Benefits

The Parties agree that, since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

- a) Permanent and long-term assignment employees shall be eligible for benefits consistent with eligibility requirements as set out by the Trust. The OSSTF ELHT shall maintain eligibility for OSSTF represented education workers who have benefits. Education Workers who were eligible for benefits in the ELHT as of Aug 31, 2019 shall maintain their eligibility.

Daily and casual employees are not eligible, nor are other employees who do not meet the Trust's eligibility criteria.

- b) With the consent of the central parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF/FEESO-Education Workers (EW), who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C10.3 Funding

Funding related to the OSSTF ELHT for the OSSTF/FEESO EW benefit plan will be based on the following:

- a) A reconciliation process based on the financial results for the OSSTF/FEESO-EW benefit plan for the school year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655 per FTE. The reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the OSSTF/FEESO-EW benefit plan on the OSSTF ELHT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees, optional employee benefit costs and any temporary benefit plan enhancements (including but not limited to any reductions to premium share or premium holiday). The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are 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.
 - iii. The total cost of the OSSTF/FEESO-EW benefit plan per FTE represents a) ii. divided by the actual average FTE for the 2021-22 school year reported by school boards in the staffing schedule by Employee/Bargaining group for the school year ending August 31, 2022.
- b) The funding amount prior to September 1, 2019 was \$5489/FTE. This funding amounts shall be increased by:
 - September 1, 2019: 1%
 - September 1, 2020: 1%
 - September 1, 2021: 1%

Funding shall be made retroactive to September 1, 2019.

- c) Funding changes described in a) and b) are contingent on the OSSTF ELHT agreeing that any plan enhancements (including but not limited to any reductions to premium share or premium holidays) to the OSSTF/FEESO-EW benefit plan shall be temporary for the term of the collective agreement and consistent with the following parameters:
 - i. The Claims Fluctuation Reserve shall not decrease below 25% of total OSSTF/FEESO-EW benefit plan costs for the prior year and,

- ii. the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

C10.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H- staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF ELHT in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the board's benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF/FEESO-EW. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C10.5 Benefits Committee

As per LOA #10, a benefits committee comprised of OSSTF/FEESO, the CTA/CAE, the Crown and OSSTF ELHT representatives shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C10.6 Privacy

The Parties agree to inform the OSSTF ELHT Administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits pan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C10.7 Benefits not provided by the ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 will remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees under the local collective agreement in effect as of

August 31, 2014, the boards will continue to make a plan available with the same funding arrangement.

C10.8 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C10.9 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leave 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.

C12.00 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. Routine medical and dental appointments will be scheduled outside of working hours where possible. 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. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being 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 Employees 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 work 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. If the school board requests, the employee shall provide medical confirmation to access 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 or WSIB.
- 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 OTPP 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 OTPP 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 of 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.

C13.00 MINISTRY INITIATIVES

OSSTF/FEESO education workers will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF/FEESO education workers, subject to program and operational needs, shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF/FEESO education workers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

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 catholique MonAvenir
 - 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

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

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.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ 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.

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.

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment: dd mm yyyy
--

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</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 (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: 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
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <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 Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
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: dd mm yyyy				
Completing Health Care Professional Name: (Please Print)				
Date:				
Telephone Number:				
Fax Number:				
Signature:				

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, 2019.

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.

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')**

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, 2022.

LETTER OF AGREEMENT #3

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 Working Group - Health and Safety

The parties agree to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. 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.

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

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

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: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2020-2021, and 2021-2022 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) Two (2) Professional Activity days in each of the years outlined above 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 school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

The days will be designated by June 15, of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school year. Approval of the SULP is subject to system and operational needs of the Board and school. Approved leave days may not be cancelled or changed by the School Board or the employee. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to

allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- 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, 2022.

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')**

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 2014-2017 local collective agreements. 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. Short Term Paid Leaves (number of days)
2. Paid Vacation
3. Paid Holidays (including statutory holidays)
4. Allowances/Premiums (excluding percentage increase)
5. Work Day/Work Week (excluding scheduling)
6. ECE Grid
7. DECE/ECE Preparation Time
8. Professional Judgment and Reporting
9. WSIB Top-Up Benefits
10. Staffing Levels (except as otherwise noted in this agreement)
11. Notification of Potential Risk of Physical Injury - Workplace Violence

LETTER OF AGREEMENT #6

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 there will continue to be seven (7) PA days per school year during the term of this collective agreement. There will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of the seventh PA day. 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 #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')**

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 #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')**

AND

**The Crown/Couronne
RE: Online Reporting Tool for Violent Incidents**

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF/FEESO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #9 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the School Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**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')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and the Joint Health and Safety Committee regarding the topics and scheduling of this half PA day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the material produced by the Provincial Working Group – Health and Safety be used as resource material for this training.

**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')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF/FEESO. This committee will be comprised of representatives from both parties and will include the Crown as a participant.

The committee's mandate will be to identify and discuss matters related to compliance with administrative issues which will include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and
- Identify other issues of concern to the CTA/CAE, school boards, the ELHT and the OSSTF/FEESO provincial and local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

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:

d. 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.

e. 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 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - 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 31st of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- 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:
 - iii. names;
 - iv. benefit classes;
 - v. plan or billing division;
 - vi. location;
 - vii. identifier;
 - viii. date of hire;
 - ix. date of birth;
 - x. gender;
 - xi. 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.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

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.

Part B – Local Terms Table of Contents

ARTICLE L1.00 – PURPOSE	47
ARTICLE L2.00 – DEFINITIONS	47
ARTICLE L3.00 – LOCAL AGREEMENT	47
ARTICLE L4.00 – RECOGNITION & SCOPE	47
ARTICLE L5.00 – MANAGEMENT RIGHTS	50
ARTICLE L6.00 – NO DISCRIMINATION	50
ARTICLE L7.00 – NO STOPPAGE OF WORK	51
ARTICLE L8.00 – FEDERATION DUES	51
ARTICLE L9.00 – PROBATIONARY PERIOD	52
ARTICLE L10.00 – BOARD/FEDERATION COMMUNICATIONS	52
ARTICLE L11.00 – LABOUR-MANAGEMENT COMMITTEE	52
ARTICLE L12.00 – LOCAL GRIEVANCE AND ARBITRATION PROCEDURE	53
ARTICLE L13.00 – WORK OF THE BARGAINING UNIT	56
ARTICLE L14.00 – HEALTH AND SAFETY	56
ARTICLE L15.00 – SENIORITY	57
ARTICLE L16.00 – LAYOFF	58
ARTICLE L17.00 – RECALL	58
ARTICLE L18.00 – DISCIPLINE/FEDERATION REPRESENTATION	59
ARTICLE L19.00 – MEMBER'S PERSONNEL FILES	59
ARTICLE L20.00 – MEMBER NOTIFICATION	60
ARTICLE L21.00 – WORK ASSIGNMENTS	60
ARTICLE L22.00 – WORKING CONDITIONS	61
ARTICLE L23.00 – TRAVEL AND USE OF MEMBERS' VEHICLE	61
ARTICLE L24.00 – PROFESSIONAL DEVELOPMENT	61
ARTICLE L25.00 – JOB POSTING PROCESS	62
ARTICLE L26.00 – SALARIES AND WAGES	63
ARTICLE L27.00 – INCREMENTS	69
ARTICLE L28.00 – PLACEMENT ON GRID	69
ARTICLE L29.00 – VACATION PAY	69
ARTICLE L30.00 – WORK YEAR	69
ARTICLE L31.00 – HOURS OF WORK	70
ARTICLE L32.00 – PENSION	70
ARTICLE L33.00 – METHOD OF PAY	70
ARTICLE L34.00 – EMPLOYMENT INSURANCE REPORTING	71
ARTICLE L35.00 – MEMBER SECURITY	71
ARTICLE L36.00 – FEDERATION LEAVE	71
ARTICLE L37.00 – SICK LEAVE	72
ARTICLE L38.00 – LEAVES OF ABSENCE WITH PAY	73
ARTICLE L39.00 – ADDITIONAL PAID LEAVES	74
ARTICLE L40.00 – DISCRETIONARY LEAVES	74
ARTICLE L41.00 – SECONDMENTS	75
ARTICLE L42.00 – WORKPLACE SAFETY AND INSURANCE BOARD LEAVES	76

ARTICLE L43.00 – LEGISLATIVE LEAVES	76
ARTICLE L44.00 – PREGNANCY LEAVE & SEB PLAN	76
ARTICLE L45.00 – PARENTAL LEAVE	79
ARTICLE L46.00 – DOMESTIC AND SEXUAL VIOLENCE LEAVE	79
ARTICLE L47.00 – SELF FUNDED LEAVE PLAN	79
ARTICLE L48.00 – PAID HOLIDAYS.....	80
LETTER OF UNDERSTANDING #1	82
Opportunities Outside the Regular Work Day/Year	82
LETTER OF UNDERSTANDING #2	82
Pay Equity.....	82
LETTER OF UNDERSTANDING #3	82
Member Performance Evaluation	82
LETTER OF UNDERSTANDING #4	82
Contracting Out - External Collaborative Relationships Protocol	82

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 - Seniority
 ARTICLE L16.00 - Layoff
 ARTICLE L17.00 - Recall
 ARTICLE L21.00 - Work Assignment
 ARTICLE L27.00 - Increments
 ARTICLE L28.00 - Placement on the Grid (applicable to contract members)
 ARTICLE L30.00 - The Work Year
 ARTICLE L32.00 - Pension
 ARTICLE L38.00 - Leaves of Absence with Pay
 ARTICLE L40.00 - Discretionary Leave
 ARTICLE L43.00 - Legislative Leaves of Absence
 ARTICLE L47.00 - Self-funded Leave Plan
 ARTICLE L48.00 - Paid Holidays (except as within term of assignment)

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, including all Members on long-term leaves.

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 meeting regarding 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 thirty-six (36) 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 The Board shall provide the Bargaining Unit with a copy of all postings within three (3) days of it being posted.

L25.03 Job Posting Access to Information

The Board shall provide the names of all applicants internal to the bargaining unit for each job posting along with the name of the successful candidate within three (3) working days of the conclusion of the hiring process.

L25.04 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.

L25.05 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 L26.03. It is understood that the annualized salaries contained in Article L26.03 are inclusive of statutory holiday pay (as per Article L48.00) and vacation pay. It is further understood that the hourly wage rates contained in Article L26.03 do not include statutory holiday pay and vacation pay and are subject to Article L29.00 – Vacation Pay

L26.02 Short Term Casual Employees

- (a) Short term casual employees shall be paid a pro-rated daily rate calculated as follows:
- i. Where a Member is in a classification which is subject to a salary grid, the rate of pay shall be Job Classification Step 1/194.
 - ii. Where a Member is in a classification which is subject to an hourly wage grid, (ie. Intervenor and Interpreter) the rate of pay shall be Step 1 of the respective grid.

L26.03 Salary/Wage Grids

(a) Psychological Services

- (i) Members with a permanent hire date which precedes June 17, 2019 shall be subject to the following salary grid. No change in a job classification due to a licensing or Professional College title change of a member shall occur outside of a job competition

Effective September 1, 2019 (1%)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Clinical Supervisor	\$104,471	\$108,338	\$112,202	\$116,079					
Licensed Practitioner:									
Psychologist	\$65,733	\$71,202	\$76,690	\$82,167	\$87,646	\$93,119	\$98,598	\$104,082	\$109,557
Psychological Associate									
Unlicensed Practitioner:									
Psychometrist	\$65,733	\$71,202	\$76,690	\$82,167	\$87,646	\$93,119	\$98,598	\$104,082	\$109,557

Effective September 1, 2020 (1%)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Clinical Supervisor	\$105,516	\$109,421	\$113,324	\$117,240					
Licensed Practitioner:									
Psychologist	\$66,390	\$71,914	\$77,457	\$82,989	\$88,522	\$94,050	\$99,584	\$105,123	\$110,653
Psychological Associate									
Unlicensed Practitioner:									
Psychometrist	\$66,390	\$71,914	\$77,457	\$82,989	\$88,522	\$94,050	\$99,584	\$105,123	\$110,653

Effective September 1, 2021 (1%)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Clinical Supervisor	\$106,571	\$110,515	\$114,457	\$118,412					
Licensed Practitioner:									
Psychologist	\$67,054	\$72,633	\$78,232	\$83,819	\$89,407	\$94,991	\$100,580	\$106,174	\$111,760
Psychological Associate									
Unlicensed Practitioner:									
Psychometrist	\$67,054	\$72,633	\$78,232	\$83,819	\$89,407	\$94,991	\$100,580	\$106,174	\$111,760

- (ii) Members with a permanent hire date or commencement of a contract falling after June 17, 2019 shall be subject to the following grid. No change in a job classification due to a licensing or Professional College title change of a member shall occur outside of a job competition:

Effective September 1, 2019 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Clinical Supervisor	\$95,677	\$99,677	\$103,485	\$107,624	\$111,944	
Licensed Practitioner:						
Psychologist	\$74,316	\$80,261	\$86,207	\$92,152	\$98,097	\$104,043
Psychological Associate						
Unlicensed Practitioner:						
Psychometrist	\$68,878	\$74,389	\$79,899	\$85,410	\$90,919	\$96,430

Effective September 1, 2020 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Clinical Supervisor	\$96,634	\$100,499	\$104,520	\$108,700	\$113,063	
Licensed Practitioner:						
Psychologist	\$75,059	\$81,064	\$87,069	\$93,074	\$99,078	\$105,083
Psychological Associate						
Unlicensed Practitioner:						
Psychometrist	\$69,567	\$75,133	\$80,698	\$86,264	\$91,828	\$97,394

Effective September 1, 2021 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Clinical Supervisor	\$97,600	\$101,504	\$105,565	\$109,787	\$114,194	
Licensed Practitioner:						
Psychologist	\$75,810	\$81,875	\$87,940	\$94,005	\$100,069	\$106,134
Psychological Associate						
Unlicensed Practitioner:						
Psychometrist	\$70,263	\$75,884	\$81,505	\$87,127	\$92,746	\$98,368

(b) Speech Language Pathology

- (i) Members with a permanent hire date which precedes June 17, 2019 shall be subject to the following salary grid.

Effective September 1, 2019 (1%)

Classification	Step 1	Step 2	Step 3	Step 4
Speech Language Pathologist	\$90,035	\$93,367	\$96,697	\$100,039

Effective September 1, 2020 (1%)

Classification	Step 1	Step 2	Step 3	Step 4
Speech Language Pathologist	\$90,935	\$94,301	\$97,664	\$101,039

Effective September 1, 2021 (1%)

Classification	Step 1	Step 2	Step 3	Step 4
Speech Language Pathologist	\$91,844	\$95,244	\$98,641	\$102,049

- (ii) Members with a permanent hire date or commencement of a contract falling after June 17, 2019 shall be subject to the following grid:

Effective September 1, 2019 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Speech Language Pathologist	\$78,142	\$81,498	\$85,000	\$88,651	\$92,457	\$96,430

Effective September 1, 2020 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Speech Language Pathologist	\$78,923	\$82,313	\$85,850	\$89,538	\$93,382	\$97,394

Effective September 1, 2021 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Speech Language Pathologist	\$79,712	\$83,136	\$86,709	\$90,433	\$94,316	\$98,368

(c) Intervenor and Interpreter

- (i) Permanent and contract members in the Intervenor or Interpreter classification shall be subject to the following grid:

Effective September 1, 2019 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Intervener	\$31.47	\$32.76	\$34.13	\$35.54	\$37.01	\$38.54
Interpreter	\$31.47	\$32.76	\$34.13	\$35.54	\$37.01	\$38.54

Effective September 1, 2020 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Intervener	\$31.78	\$33.09	\$34.47	\$35.90	\$37.38	\$38.93
Interpreter	\$31.78	\$33.09	\$34.47	\$35.90	\$37.38	\$38.93

Effective September 1, 2021 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Intervener	\$32.10	\$33.42	\$34.81	\$36.26	\$37.75	\$39.32
Interpreter	\$32.10	\$33.42	\$34.81	\$36.26	\$37.75	\$39.32

(d) Social Worker and Child and Youth Worker

- (i) Permanent and contract members in the following roles shall be subject to the following grid:

Effective September 1, 2019 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Social Worker	\$78,142	\$81,498	\$85,000	\$88,651	\$92,457	\$96,430
Child and Youth Worker	\$56,690	\$59,629	\$62,099	\$64,671	\$67,351	\$70,140

Effective September 1, 2020 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Social Worker	\$78,923	\$82,313	\$85,850	\$89,538	\$93,382	\$97,394
Child and Youth Worker	\$56,809	\$60,225	\$62,720	\$65,318	\$68,025	\$70,841

Effective September 1, 2021 (1%)

Classification	Step 1 (Entry Rate)	Step 2	Step 3	Step 4	Step 5	Step 6 (Job Rate)
Social Worker	\$79,712	\$83,136	\$86,709	\$90,433	\$94,316	\$98,368
Child and Youth Worker	\$57,377	\$60,827	\$63,347	\$65,971	\$68,705	\$71,549

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 – VACATION PAY

L29.01 Interpreters and Intervenors

- (a) Members will receive continuation of pay through the winter holiday break and March Break, taking into account the statutory holidays which fall during these periods.
- (b) Vacation pay entitlement will be calculated and paid on the first regular pay date in June, based on a percentage of gross earnings during the school year, according to length of service, as follows. Should a negative adjustment be necessary, it shall be divided equally and deducted from the last two regular pays.

4% during first year of service
6% after one year of service
8% after four years of service
10% after fifteen years of service
12% after twenty-three years of service

ARTICLE L30.00 – WORK YEAR

- L30.01 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.
- L30.02 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 30th or a date mutually agreed upon by the parties.

ARTICLE L31.00 – HOURS OF WORK

- L31.01 Under normal circumstances, a Member's daily hours of work will be seven (7) hours, exclusive of an unpaid lunch break, Monday to Friday inclusive, between the hours of 8:00 am to 5:00 pm.
- L31.02 Casual Interpreters and Intervenors daily hours of work will be fifteen (15) minutes prior to the school bell time and fifteen (15) minutes after the school bell time, exclusive of an unpaid lunch break.
- L31.03 The normal expectation for Members is a thirty-five (35) hour work week.
- L31.04 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 L32.00 – PENSION

- L32.01 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 L33.00 – METHOD OF PAY

- L33.01 Members shall be paid bi-weekly by direct deposit to a financial institution of the Member's choice.
- L33.02 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.
- L33.03 Each September, the Bargaining Unit will be issued a pay schedule for all job classes.

ARTICLE L34.00 – EMPLOYMENT INSURANCE REPORTING

- L34.01 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 L35.00 – MEMBER SECURITY

- L35.01 The Board confirms that it maintains liability insurance with OSBIE to cover all Board employees.

ARTICLE L36.00 – FEDERATION LEAVE

Leave for the Bargaining Unit President

- L36.01 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.

- L36.02 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.
- L36.03 The President, or their designate shall be entitled to 100% credit for work experience and seniority for the duration of the leave.
- L36.04 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

- L36.05 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.

- L36.06 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

- L36.07 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 1st 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.
- L36.08 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

- L36.09 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 L37.00 – SICK LEAVE

- L37.01 No medical certificate shall be required for an absence up to three (3) consecutive working days.
- L37.02 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.

L37.03 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.

L37.04 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) The Board shall notify the Member of their right to union representation at any meeting where a return to work/accommodation plan is being discussed. The parties shall cooperatively develop a modified return to work and/or accommodation plan where required for such members.

ARTICLE L38.00 – LEAVES OF ABSENCE WITH PAY

L38.01 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.

L38.02 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)

L38.03 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 L39.00 – ADDITIONAL PAID LEAVES

- L39.01 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.
- L39.02 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 L40.00 – DISCRETIONARY LEAVES

- L40.01 **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.

L40.02 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.

L40.03 Leaves approved as per L39.01 and L39.02 may be extended with the mutual agreement of the Board and Member.

L40.04 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 L41.00 – SECONDMENTS

L41.01 Members may, by mutual agreement, be temporarily seconded to external organizations or professional leadership positions. It is agreed and understood that the Board may continue to act as the paymaster for the member as per the secondment agreement developed with the external institution.

L41.02 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 one school year. A member requesting such a leave must submit their request in writing. Requests shall be submitted to the Member's supervisor two (2) months prior to the date on which the secondment is to commence. Under exceptional circumstances, this timeline may be waived.

L41.03 Thirty (30) days notice must be given by either the Employer or the Member of the desire to return to the previous position.

L41.04 The Member must return to the Bargaining Unit for a minimum of one (1) school year before being seconded to another position.

L41.05 Approved seconded leaves may be extended to a maximum of two (2) school years with the mutual agreement of the Board and Member.

L41.06 At the conclusion of the secondment, the Member shall return to their former job classification and FTE status.

ARTICLE L42.00 – WORKPLACE SAFETY AND INSURANCE BOARD LEAVES

L42.01 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 L43.00 – LEGISLATIVE LEAVES

L43.01 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*.

L43.02 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 L44.00 – PREGNANCY LEAVE & SEB PLAN

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

L44.01 (a) 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.

- (b) Effective January 1, 2021 and in accordance with the Ministry of Education's B-Memo 2018:B05, the parties agree as follows:

Where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A and Article L44.00, the Board will issue the following top-up payments subject to receiving the appropriate supporting documentation:

Week 1	100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 2-8	The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 9-10	After the 8 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week.

L44.02 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 L45.00 – PARENTAL LEAVE

- L45.01 Parental leave shall be granted in accordance with the provisions of the Employment Standards Act.

ARTICLE L46.00 – DOMESTIC AND SEXUAL VIOLENCE LEAVE

- L46.01 Domestic and Sexual Violence Leave is available to members pursuant to the Employment Standards Act.

ARTICLE L47.00 – SELF FUNDED LEAVE PLAN

- L47.01 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 over a pre-determined number of years. 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.

- L47.02 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 1st.
- L47.03 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.
- L47.04 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.
- L47.05 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.

L47.06 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 L48.00 – PAID HOLIDAYS

L48.01 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

Dated at Whitby, Ontario this 8th day of October, 2020.

For the Board:

For the Federation:

Sheepwash

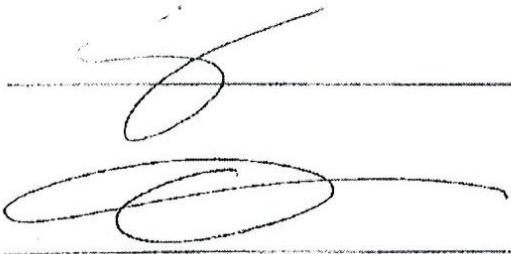
Amey

Jennifer Mascoll

Cathy Rease

Lisa Drake

Elizabeth Mascoll





R. Coppins

LETTER OF UNDERSTANDING #1

Opportunities Outside the Regular Work Day/Year (Continuing Education, Summer/Night School and Specially Funded Summer Term Assignments)

Where opportunities may arise for Members to perform work associated with their roles within the bargaining unit outside of the regular work day or work year, through additional funding, operational needs or otherwise, the parties shall meet to discuss matters regarding implementation of these opportunities, with due consideration to the current terms of the collective agreement. These implementation issues may include, but are not limited to, hours of work, compensation and filling assignments.

LETTER OF UNDERSTANDING #2

Pay Equity

Within 60 days of ratification of this agreement, the parties will meet to discuss the Pay Equity Plan pursuant to the obligations under the *Pay Equity Act*. This meeting will include the process for data collection under the selection of a gender-neutral comparison system.

The Bargaining Unit and employer agree to jointly maintain the posted pay equity plan.

Any extension to this timeline shall only be by mutual agreement.

LETTER OF UNDERSTANDING #3

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 #4

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 L36.00 – Federation Leave.