

**Collective Agreement**

**between**

**The Ontario Secondary School Teachers' Federation  
(hereinafter called the O.S.S.T.F.)**

**Representing**

**Education Support Staff Professionals (ESSP) of District 8  
of the Ontario Secondary School Teachers' Federation  
Employed by the Board  
(hereinafter called the "Bargaining Unit")**

**And**

**The Avon Maitland District School Board  
(hereinafter called the "Board")**

**Effective September 1, 2019 to August 31, 2022**

**PART A**  
**TERMS NEGOTIATED CENTRALLY**  
**BETWEEN**  
**COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)**  
**AND**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)**  
**EDUCATION WORKERS**

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**BETWEEN**  
**THE AVON MAITLAND DISTRICT SCHOOL BOARD**  
**AND**  
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# **PART A**

# **CENTRAL TERMS**

## **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. 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.
- a) 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.

- b) 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 an 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 STLDLP 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 for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

### **C13.00 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 de district catholique Centre-Sud
  - x. Conseil scolaire Viamonde

### B. *Other Retirement Gratuities*

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

## APPENDIX B – ABILITIES FORM

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

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

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

<b>Employee Name:</b> (Please print)	<b>Employee Signature:</b>
<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

### 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)

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

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



**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

***RE: Sick Leave***

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

Such issues include but are not limited to:

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

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

## **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')**

**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: 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')**

**BETWEEN**

**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/Couronne**

***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/Couronne**

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

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

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

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education. Total Cost excludes retiree costs and casual employee costs. The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
  - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
  - i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
  - ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board’s Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.



- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,
  - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.

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

- them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
  - q. The Trust shall determine employee co-pay, if any.

#### **4.0.0 TRANSITION COMMITTEE**

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

#### **5.0.0 PAYMENTS**

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

#### **6.0.0 ENROLMENT**

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

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

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

### **8.0.0 CLAIMS SUPPORT**

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

### **9.0.0 PRIVACY**

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

#### **Appendix A – HRIS File**

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

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

**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 l). 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**

## Article 1 Definitions

For the purpose of interpreting the language of this Collective Agreement the following definitions shall be used:

- 1.01 **Agreement** shall mean this Collective Agreement.
- 1.02 **Bargaining Unit** shall mean the Education Support Staff Professionals Unit, of the Ontario Secondary School Teachers' Federation (OSSTF), District 8, Avon Maitland.
- 1.03 **Board** shall mean the Avon Maitland District School Board.
- 1.04 **Director** shall mean the Director of Education for the Board.
- 1.05 **Member** shall mean an employee of the Board within the Bargaining Unit.
- 1.06 **OSSTF** shall mean the Ontario Secondary School Teachers' Federation.
- 1.07 **Parties** shall mean the Board and the Union.
- 1.08 **Permanent** Member shall mean an employee regularly employed by the Board within the Bargaining Unit in a permanent part-time or full-time position both during and on completion of their probationary period.
- 1.09 **Supervisor** shall mean the school principal for Members in school-based job classifications.
- 1.10 **Union** shall mean the Ontario Secondary School Teachers' Federation.
- 1.11 **Replacement** Member shall mean a Member who is hired to replace a permanent Member who is absent from the Member's regular duties of work for reasons including vacations, sickness, floater holidays, secondments, leaves of absence and time off in lieu of time worked, or for filling a vacancy temporarily pending the completion of the job posting procedures.
- 1.12 **Temporary** Member shall mean a Member who is hired for a special non-recurring task for a period of up to six (6) months, or to fill a permanent educational assistant position that occurs during the school year because there is an external student admission, or due to a newly identified need. Temporary positions may be extended by mutual written agreement of the Parties. The Board agrees to notify the Union in writing of the name of the temporary Member, the expected term of employment, the work site and the position.
- 1.13 The following Articles apply to temporary and replacement Members, with specific exceptions and/or exclusions provided for in specific Articles:

Definitions

Purpose

Union Membership and Union Dues

Management Rights

Grievance and Arbitration Procedures

Duration

Recognition and Scope

Union Rights

Labour-Management Committee

Job Posting

Transfers	Hours of Work
Overtime	Just Cause
No Discrimination	Insurance Coverage
Personnel File	No Strike or Lock-Out
Collective Agreement	Union Release
Wages and Allowances	Pension Plan
Bereavement Leave	Quarantine, Jury Duty
Recognized Paid Holidays	Vacations
Adoption/Parental Leave	Statutory Parenthood Leaves
Health & Safety	Retraining and Upgrading
Travel Allowances	Use of Volunteers and Co-op Students
Professional Development	Harassment
Determination of Staffing Requirements	Pay Schedule
Flex Time	Contracting Out
WSIB	Special Leave
Insured Employee Benefits 27.01, 27.02, 27.03	

- 1.14 **Probationary** Member shall mean a Member regularly employed by the Board within the Bargaining Unit in a permanent part-time or full-time position who has not acquired seniority as defined in Article 17 of this Agreement.

The following Articles apply to probationary Members, with specific exceptions and/or exclusions provided for in specific Articles:

Definitions	Duration
Purpose	Recognition and Scope
Union Membership and Union Dues	Union Rights
Management Rights	Labour-Management Committee
Grievance and Arbitration Procedures	Job Posting
Transfers	Hours of Work
Overtime	Probationary Period
Just Cause	No Discrimination
Personnel File	No Strike or Lock-Out
Collective Agreement	Contracting Out
Wages and Allowances	Insured Employee Benefits
Pension Plan	Insurance Coverage
Sick Leave Plan	Sick Leave Credit Plan
Bereavement Leave	Pay Schedule
Special Leave	Quarantine, Jury Duty or Witness Duty
Recognized Paid Holidays	Flex Time
Vacations	Union Release
Adoption/Parental Leave	Statutory Parenthood Leaves
Non-Statutory Extended Parenthood Leave	Health & Safety
Retraining and Upgrading	Travel Allowances
Use of Volunteers and Co-op Students	Professional Development
Harassment	Determination of Staffing Requirements
Voluntary Transfers	

## **Article 2      Purpose**

- 2.01    It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with wages, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the Board hereinafter called the Parties.
- 2.02    It is the expressed desire of the Parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.

## **Article 3      Recognition and Scope**

- 3.01    (a)    The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the exclusive bargaining agent authorized to represent and negotiate on behalf of all ESSP Members employed by the Avon Maitland District School Board.
- (b)    This Agreement applies to all who are employed as secretarial, clerical, technical, educational assistant, CYW, interpreter employees and designated early childhood educators, save and except supervisor and persons above the rank of supervisor, executive assistants, administrative assistants, Human Resource Services department support staff, secretary to the Operations Manager, continuing education instructors, students employed during the school vacation period who do not perform office, clerical or technical duties, students employed pursuant to a co-operative training program in conjunction with a recognized school, college or university, persons employed in positions funded by government contracts with community partners such as Human Resources Development Canada, persons who work for the Board under a written contract of service with another agency or employer for consulting purposes, and persons covered by subsisting collective agreements. To clarify, early childhood educators employed by third-party providers in the extended day program are excluded from this bargaining unit.
- (c)    If temporary money is made available through grants, and restrictions only allow the use of specific people, including but not limited to outside agencies and post-secondary students, a protocol will be established in writing by the parties. Such protocol will be developed as early as possible while respecting the timelines of the grant.
- 3.02    The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- 3.03    The Board recognizes the right of the OSSTF to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 3.04    The Board further recognizes the right of OSSTF to represent a Member at any meeting when the conduct or competence of the Member is being questioned.

- 3.05 The Union recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 3.06 The Union shall notify the Board, in writing, of the following:
- a) the names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer,
  - b) the address and phone number of its Provincial Office, and
  - c) the address and phone number of the Bargaining Unit Office.
- 3.07 Any official correspondence from the Board to the Union or Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in clause 3.06 unless otherwise stated in this agreement.
- 3.08 Any official correspondence from the Union or Bargaining Unit shall be sent to the Director or designate at the Administrative Office of the Board unless otherwise stated in this Agreement.

#### **Article 4      Union Membership and Union Dues**

- 4.01 All employees covered by this Agreement shall, as a condition of employment, maintain their union membership and be required to pay union dues and other amounts chargeable by the Union or Bargaining Unit.
- 4.02 All future employees of the Board covered by this Agreement shall, as a condition of continued employment, become Members of the Union on commencing employment with the Board.
- 4.03 On each pay date on which a Member receives a pay cheque the Board shall deduct from each Member the union dues chargeable by the Union or the Bargaining Unit. The amount (a percentage of wages) shall be determined by the Union, or the Bargaining Unit as the case may be, in accordance with its constitution and by-laws and made, in writing, to the Board at least thirty (30) days prior to the expected date of change.
- 4.04 The union dues deducted in Article 4.03 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union, no later than the twenty-fifth (25<sup>th</sup>) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each Member:
- a) surname and first name,
  - b) social insurance number,
  - c) amount of union dues deducted,
  - d) amount of wages on which union dues were deducted, and
  - e) the period of work for which dues are submitted.
- 4.05 The Board shall deduct from the pay of each Member the amount (a percentage of wages) designated by the Bargaining Unit in accordance with its constitution and by-laws and made in writing to the Board at least thirty (30) days prior to the expected date of change. The amount deducted shall be remitted by the Board to the Bargaining Unit Treasurer at the office of the

Bargaining Unit no later than the twenty-fifth (25<sup>th</sup>) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each Member:

- a) surname and first name,
- b) social insurance number,
- c) amount of wages on which amount deducted was based, and
- d) the period of work for which amount is submitted.

- 4.06 The Union and the Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Bargaining Unit as the case may be.

## **Article 5      Union Rights**

- 5.01 The Board shall provide the Union with all necessary information relating to the Members within the bargaining unit in September of each year. Such information shall be current and include a list of permanent Members, showing their names, work site, scheduled hours of work, classification, hourly wage rate and last date of hire to employment with the Board. The Board shall also provide the Union with information on the insured employee benefits for Members within the bargaining unit. Information regarding temporary and replacement Members will include their names, classification and date of placement on the Supply list.
- 5.02 The Board shall advise the Union, in writing, the information as stated in Article 5.01 for each new Member within thirty (30) days of commencement of employment, or placement on the supply list.
- 5.03        (a)      The Board agrees to notify the Union, in writing, within ten (10) working days, when a permanent Member covered by this Agreement is promoted, demoted, transferred, will be laid off, is recalled, is disciplined in writing, whose job is at risk, is suspended, or whose employment is terminated for any reason.
- (b)      The Board agrees to notify the union, in writing, within ten (10) working days, when a replacement or temporary Member is disciplined in writing, is suspended, and/or removed from the supply list.
- 5.04 The Board shall advise all new Members that a Collective Agreement is in effect.
- 5.05 The Board shall ensure that any Member new to a position or a worksite shall receive adequate orientation and training to perform the duties of the position safely.
- 5.06 The Union may use bulletin boards for the use of the Union at appropriate locations, as determined in consultation with the site supervisor, upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Members.
- 5.07 The Union may use the inter-office mail service and the electronic mail service for the purpose of communicating with its Members.

- 5.08 The Union will engage in organized union activities only outside of working hours. Any meetings held on Board premises will be with the permission of the site supervisor.

**Article 6      Management Rights**

- 6.01 The parties to this agreement recognize that it is the Board's right to manage and operate its business in all respects except where this right has been restricted by the terms of this Agreement and relevant Acts and Regulations.
- 6.02 It is understood and agreed that these rights shall be exercised in a manner consistent with the terms of this Agreement. It is further understood that a claim by the Union that the Board has exercised these rights in a manner inconsistent with the terms of this Agreement shall be the proper subject-matter for a grievance.

**Article 7      Labour-Management Committee**

- 7.01 The Labour-Management Committee exists for the purpose of discussion of matters of concern to the Board and the Bargaining Unit.
- 7.02 The committee shall consist of up to three (3) representatives appointed by the Board and up to three (3) Members appointed by the Bargaining Unit.
- 7.03 The committee shall meet as mutually agreed upon at the request of the Bargaining Unit Executive or of the Board to discuss matters of common concern.
- 7.04 Meetings of the committee will take place during normal working hours unless otherwise mutually agreed upon by the Members of the committee and shall be considered time worked for the Bargaining Unit Members of the Committee.
- 7.05 A request to change or a dispute regarding job descriptions will be the subject of a Labour Management Meeting.

**Article 8      Grievance and Arbitration Procedures**

- 8.01 (a) The purpose of this Article is to establish a procedure for the settlement of all differences between the Parties arising from the interpretation, application, administration, or alleged contravention of the Agreement.
- (b) A "Party" to a grievance shall be defined as the Bargaining Unit or the Board.
- (c) "Days" shall mean working days.
- (d) The Parties recognize that the right of a temporary, replacement or probationary Member to access the provisions of this Article shall be as set out in Article 1 (Definitions).
- (e) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Agreement.
- (f) At any step of the grievance procedures, the time restrictions may be extended if mutually agreed in writing. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted if mutually agreed in writing.

**8.02 Informal Grievance Procedure**

Subject to 8.01 (d), a Member, with the concurrence of the Bargaining Unit, shall bring an informal grievance to the attention of the site supervisor within ten (10) days of the Member's awareness or within ten (10) days of when the Member ought reasonably to have become aware of the circumstances giving rise to the informal grievance. The Member must indicate that the informal grievance is in accordance with Article 8 to proceed. The site supervisor shall answer verbally or in writing within ten (10) days after receipt of the informal grievance.

**8.03 Formal Grievance Procedure - Individual**

Subject to 8.01 (d) in the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps shall be taken in sequence where informal attempts under Article 8.02 to resolve the matter with the site supervisor have failed.

**Step 1**

If the reply of the site supervisor of the grievor at the Informal Grievance Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Administrator of Human Resource Services or designate. A meeting between the parties shall occur within ten (10) of receipt of the grievance. The Administrator of Human Resource Services or designate shall answer the grievance in writing within ten (10) days after the meeting.

The grievance shall contain but not be limited to:

- a) a description of how the alleged dispute is in violation of the Agreement including any facts to support the complaint,
- b) the clauses in the Agreement alleged to be violated,
- c) the relief or remedy sought, and
- d) the signature of the duly authorized official of the Bargaining Unit.

**Step 2**

If the reply of the Administrator of Human Resource Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) to the Director of Education or designate. A meeting between the parties shall occur within ten (10) days of the receipt of the written request. The Director or designate shall answer the grievance in writing within ten (10) after the meeting.

**Step 3**

If the reply of the Director or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration. Such application shall be within fifteen (15) days of the receipt of the reply.

**8.04 Formal Grievance Procedure – Party (the Bargaining Unit or the Board)**

Subject to 8.01 (d), in the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance shall take the following steps in sequence to resolve the matter.

**Step 1**

The party making the grievance shall make a written grievance to the Director or designate, or President of the Bargaining Unit, or designate as the case may be, within ten (10) days of the



party's awareness or within ten (10) days of when the party ought reasonably to have become aware of the circumstances giving rise to the concern. A meeting between the parties shall occur within ten (10) days of the grievance being initiated. The Director or President of the Bargaining Unit, as the case may be, shall answer the grievance in writing within ten (10) days after the meeting.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement, including facts to support the complaint,
- b) the clauses in the Collective Agreement alleged to be violated,
- c) the relief or remedy sought, and
- d) the signature of the duly authorized official of the party making the grievance.

## **Step 2**

If the reply of the President of the Bargaining Unit, or designate or the Director or designate, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration. Such application shall be made within fifteen (15) days of the receipt of the reply.

### **8.05 Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed, in writing, to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen. The costs for a Mediator shall be shared equally by the parties.

### **8.06 Arbitration**

The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Labour Relations Board upon the request of either party.

The parties may agree, in writing, to submit the grievance to a mutually agreed upon single Arbitrator rather than to an Arbitration Board.

A grievance may be submitted to expedited arbitration under Section 49 of the Ontario Labour Relations Act.

- 8.07 The proceedings of the single Arbitrator or Arbitration Board shall be expedited by the Board and the Union. The decision of such single Arbitrator or Arbitration Board shall be final and binding upon the parties.

Subject to the terms and conditions in this Agreement, and relevant legislation, the single Arbitrator or Board of Arbitration shall have the power under the Ontario Labour Relations Act to amend the grievance, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

The Arbitrator or Arbitration Board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

- 8.08 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties. Each party shall bear the expenses of its own appointee and witnesses.
- 8.09 Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of wages or benefits.

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **Article 9      Determination of Staffing Requirements**

- 9.01 (a) The Board shall determine the needs and the staffing levels for each school and program for the upcoming school year. In accordance with this determination, when a school or program has one or more permanent Member(s) in a job classification for the upcoming school year greater than the approved staff allocation for the upcoming school year, the Member(s) with the least Bargaining Unit seniority in such job classification in the school or program shall be available for transfer provided that the Member(s) who remain(s) at that worksite or in that program have the suitable skills, abilities, qualifications and past work records to perform the job.

(b) Notwithstanding Articles 9.01 (a) (Determination of Staffing Requirements), 11.06 (Transfers), 11.07 and 26 (Wages and Allowances), Educational Assistants will be declared available for transfer by site, based on seniority and regardless of job classification, provided that the Members who remain at that worksite or in that program have the suitable skills, abilities, qualifications and past work records to perform the jobs.

Note: In accordance with past practice, the number of full-time and/or part-time positions required at each site will be a factor in determining staff available for transfer

in order to mitigate Members being split between sites.

- (i) Following the placement of all Educational Assistants, where the Board determines that there is a need for a Member to perform personal care duties as defined by the Pay Equity Plan dated November 1, 2001, those tasks and an allowance shall be offered to Educational Assistants at the site in order of seniority provided the Member has the suitable skills, abilities, qualifications and past work records. No Member shall be required to accept the tasks and allowance until all qualified Educational Assistants at the site have declined the position. At that time the Board may assign the tasks and the allowance to an Educational Assistant at the site at its discretion.
- (ii) The parties agree that Educational Assistants in job classification 4 who are assigned the personal care responsibilities as defined by the Pay Equity Plan shall receive compensation in the form of a 'personal care allowance' in addition to the Member's regular rate as follows:

Effective Date	Start	12 months	24 months	36 months
Sept. 1, 2019	1.46	1.47	1.45	1.43
Sept. 1, 2020	1.48	1.48	1.46	1.44
Sept. 1, 2021	1.50	1.50	1.45	1.45

\*Note: the allowance is calculated as the difference between the EA1 and EA2 rates of pay at each step in the grid in accordance with the Collective Agreement.

- (iii) The allowance shall only be paid for the term of the assignment. Educational Assistants receiving the personal care allowance in assignments that terminate during the school year shall receive no less than two (2) weeks notice that the allowance will be discontinued.

- 9.02 Consideration may be given for maintaining stability for students and/or program requirements when determining such placements.
- 9.03 Notwithstanding Article 10.01, from May 1 to June 20 each year, when the Board determines that a permanent vacancy exists or will exist for the following school year, the Board shall endeavour to place any permanent Members declared available for transfer under Article 9.01, as well as permanent Members who have requested voluntary transfers prior to any vacancies being posted.
- 9.04 In the event that there are insufficient vacancies to place all surplus Members, it is the intent of the surplus procedure to ensure that the most senior surplus Members by job classification are placed provided that in all cases the Members remaining in the system have the suitable skills, abilities, qualifications and past work records to perform the jobs. Surplus members who are not placed shall be laid off in accordance with Article 19, Layoff and Recall and may exercise seniority rights accordingly.

- 9.05 The Board shall consult with the Bargaining Unit during the above processes, prior to any vacancies being posted.
- 9.06 The Board will notify school or program-based permanent Members of their placement by electronic mail for the following school year by June 20<sup>th</sup> if possible and in writing as soon as possible after that.
- 9.07 Representatives of the Board shall meet with a staffing advisory committee comprised of the President (or designate), Grievance Officer and Chief Negotiator and the appropriate Workgroup Representative to share information regarding the staffing requirements of the system for the upcoming school year or on about May 15th.

## **Article 10      Job Posting**

- 10.01 Subject to Article 9.03 and 19.09.05, when the Board determines that a permanent vacancy exists, the Board shall post the vacancy on an electronic bulletin board for a period of at least four (4) working days prior to filling the vacancy, thereby providing all Members with the opportunity of making written application to fill the vacancy. The Board shall be required to post notice only of the original vacancy plus three (3) resultant vacancies and may fill subsequent vacancies at its discretion. For the period of time between the Board determining that a permanent vacancy exists and the position being filled, the Board may maintain the position with a replacement Member.
- 10.02 When a replacement position occurs as a result of a permanent Member taking an approved leave of absence for a period that it is known to be at least six (6) months in duration at the time of request, within the current school year, and if the Board receives that written request at least six (6) weeks prior to the start date of the leave, the Board shall post it on an electronic bulletin board for a period of at least four (4) calendar days, thereby providing all Members with the opportunity of making written application to fill the vacancy. It is clearly understood that the Board shall not be required to post any subsequent vacancy as a result of this initial posting and may fill such vacancy at its discretion.
- 10.03 When the Board determines that a temporary position is required in an office/clerical or technical position at the Education Centre, Learning Resources Centre), or an Educational Assistant position in a non-classroom setting, which is known to be at least six (6) months in duration at the time the position is determined, the Board shall post the position on an electronic bulletin board for a period of at least four (4) calendar days, thereby providing all Members with the opportunity of making written application to fill the vacancy. It is clearly understood that the Board shall not be required to post any subsequent vacancy which occurs as a result of this initial posting and may fill such vacancy at its discretion.
- 10.04 When there is an external student admission of a newly-identified need that occurs prior to October 1 each year, the temporary Educational Assistant position created shall be posted. It is clearly understood that the Board shall not be required to post any subsequent vacancy which occurs as a result of this initial posting and may fill such vacancy at its discretion.

- 10.04.01 DECE vacancies that occur during the school year will be filled by casual qualified registered DECE employees unless qualified staff are on recall in accordance with Article 19.09.
- 10.05 Candidates who are permanent Members who have passed the probationary period shall be given first consideration for postings as per Articles 10.01, 10.02 and 10.03.  
If no permanent Member who has passed the probationary period is placed in a vacancy as per Articles 10.01, 10.02 or 10.03 and if there is no permanent Member on recall, as per Article 19 (Lay-offs and Recall), the Board may then consider probationary Members, temporary or replacement Members, as well as external candidates, to fill the vacancy.
- 10.06 In all cases of job postings as in 10.01, 10.02 and 10.03 involving candidates who are permanent Members, seniority shall be the governing factor, provided that the Members' skills, abilities, qualifications and past work records are relatively equal and suited to the job requirements. Such Member shall receive the wage rate of the permanent position closest to but not lower than the Member's current wage rate. Notwithstanding the foregoing, if the highest wage rate in the posted position is lower than the Member's current wage rate, then the Member shall be paid at the highest wage rate for that position.
- It is also understood that a permanent Member may be transferred to fill a replacement vacancy as per 10.02 or 10.03 only when the Board can recruit a suitable candidate to fill that resultant vacancy.
- 10.07 Following consultation with the Union, the parties agree that wherever possible the effective date of transfer of the successful candidate into the position will be scheduled for a time that, in the Board's opinion, best suits the needs of the system, in order to minimize the disruption to the school(s) or program(s).
- 10.08 The posting shall identify the work site, the hourly wage rate, job classification, estimated start date, scheduled hours of work, general requirements of the position, to whom applications are to be sent and the due date for such applications. Effective June 15, 2003, the Board shall forward electronic applications, which candidates have completed using the Board's chosen electronic platform, to the applicable site supervisor(s).
- 10.09 The Board shall notify the Bargaining Unit, in writing, of the names of all successful applicants to posted positions.
- 10.10 While on an approved leave of absence, a Member who has applied for and been appointed to another position within the Board shall return to work in that new position. If that position no longer exists upon the Member's return, the Member, subject to Article 10, 11 and 19 (Job postings, Transfers and Layoff and Recall), will be returned to an equivalent position, as agreed upon by the Bargaining Unit and the Board.

## **Article 11     Transfers**

- 11.01 This Article applies to permanent Members, and temporary and replacement Members working in positions for longer than twenty (20) days.

- 11.02 A transfer shall mean the relocation of a Member from the work site in which the Member presently works to another work site.
- 11.03 When the application of a staffing formula and consideration of program needs indicate that a position is no longer available for a Member at the Member's work site, a Member is declared available for transfer from that work site.
- 11.04 Where there is more than one Member in the same job classification at that work site, it is understood that the permanent Member(s) with the least Bargaining Unit seniority shall be the Member(s) declared available for transfer if there are no temporary or replacement Members at that work site, provided the Members who remain at that work site have the suitable skills, abilities, qualifications and past work records to perform the job. Consideration may be given for maintaining stability for students and/or program requirements when determining such placements.
- \*Note: In accordance with past practice, the number of full-time and/or part-time positions required may be factor in determining staff available for transfer in order to mitigate Members being split between sites.
- 11.05 It is further understood that, when the staffing or program needs indicate that a position is needed at another site, any replacement or temporary Member at the original work site shall be transferred to the new site. If the position no longer exists as per 11.03, replacement or temporary Members shall be returned to the supply list. Consideration may be given for maintaining stability for students and/or program requirements when determining such placements.
- 11.06 Any Member transferred from one classification to another, or transferred in lieu of layoff, shall be paid at the wage rate for the new classification level, closest to but not lower than the Member's current wage rate. The Member shall progress through the new grid according to the experience obtained in that new position, starting from the Member's initial position on the new grid.
- 11.07 Notwithstanding 11.06, Members who are transferred to a lower wage rate position shall have their existing rate red-circled for the lesser of: a period of six (6) months; or until the rate of pay for the position increases to or supercedes that which the employee is presently receiving. After this time, the Member's rate of pay will no longer be red-circled. Temporary and replacement Members will receive the wage rate for the position as defined in Schedule 26 (Wages).
- 11.08 Any Member transferred will be given one full school day prior to the commencement of the new assignment in order to make necessary preparation.
- 11.09 The Board shall make every reasonable effort to prevent any undue hardship for a Member who is transferred to a new placement. A reasonable amount of time shall be given to such Member to complete the current assignment before moving to a new work site.
- 11.10 In the event of a work site closure, the Board shall endeavour to facilitate the placement of all Members affected by this closure and shall consult with the Union during this process.

- 11.11 All transfers, including those for administrative purposes, shall occur following consultation with the Union.
- 11.12 The transfer of an employee may be made administratively from one site to another site when it is considered to be in the best interest of the Board/site, or for better utilization of the employee's skills and abilities.

**Article 12      Voluntary Transfers**

- 12.01 The Parties agree that this Article applies only to the determination of staffing requirements for the upcoming school year.
- 12.02 All permanent Members interested in participating in a voluntary transfer for the next school year shall submit the Voluntary Transfer Form to the Administrator of Human Resource Services for consideration before March 15. A new form must be submitted annually.
- 12.03 All voluntary transfers will apply to transfers within the same wage rate level or a lower wage rate level. Members receiving voluntary transfers shall receive the wage rate of the new position closest to, but not lower than, the Member's current wage rate. Notwithstanding the foregoing, if the highest wage rate in the new position is lower than the Member's current wage rate, then the Member shall be paid at the highest wage rate for the new position.
- 12.04 All Members shall be placed according to Bargaining Unit seniority in each job classification and according to the Member's request on the Voluntary Transfer form provided the Member(s) concerned have relatively equal skill, ability, qualifications and past work records to perform the duties of the job without training other than orientation.
- 12.05 It is understood that a Member will normally accept the transfer which was requested unless otherwise agreed by the Parties.
- 12.06 The Parties agree to inform the membership annually, through the electronic bulletin board, of the voluntary transfer process.

**Article 13      Hours of Work**

- 13.01 The normal work week for full-time Members shall be from twenty-four (24) hours up to a maximum of forty (40) hours per week, during the period, Monday to Friday. The normal maximum work day shall be up to eight (8) hours.
- 13.02 The normal work week for part-time Members will be less than twenty-four (24) hours per week during the period Monday to Friday.
- 13.03 All Members who work at least five hours a day shall have a minimum of thirty (30) consecutive minutes for an unpaid lunch break which shall be scheduled as close as possible to the mid point of the Member's work day.

- 13.04 Each full-time Member shall be entitled to two (2) fifteen-minute (15-minute) paid breaks per work day. One (1) break shall be taken in the first half of the Member's work day and one (1) break in the second half of the Member's work day. Each part-time Member shall be entitled to one (1) fifteen-minute (15-minute) break per each half (½) day worked. A Member shall be entitled to take this break away from the Member's work station.
- 13.05 The scheduled hours of work may vary but shall be consecutive hours per day, normally between 8:00 a.m. and 5:00 p.m.
- 13.06 Members engaged on a school-year basis may be required to work regular hours during Christmas and Winter school break periods only if specifically requested by the Member's Supervisor.
- 13.07 Members may be required to work during July and August up to the time allotted to the school immediately preceding the beginning of the school year and immediately following the conclusion of the school year following consultation with the Bargaining Unit.
- 13.08 The normal workday for DECEs will be up to 6.5 hours per day, subject to being fully funded by the Ministry of Education FDK funding.
- 13.09 DECEs shall be allotted two paid work days during the summer.

**Article 14     Overtime**

- 14.01 From time to time the Supervisor may request a Member to work overtime. Such request shall be in accordance with this Article.
- 14.02 Unless lieu time has been arranged according to this Article, when a Member is required by the Member's Supervisor to work more than fifteen (15) minutes over and above the Member's regularly scheduled hours, the Member shall be paid time and one-half the Member's regular hourly wage rate for all additional time.
- 14.03 Authorized overtime shall be paid at one and one-half times the Member's regular hourly wage rate for all work done on a Saturday.
- 14.04 Authorized overtime shall be paid at two (2) times the Member's regular hourly wage rate for all work done on a Sunday.
- 14.05 A Member who qualifies for a paid holiday under Article 24 and is required by the Member's supervisor to work on such day shall be paid at the rate of time and one-half the Member's regular hourly wage rate of pay for all hours worked on such day, plus the Member's regular pay for the paid holiday.
- 14.06 A Member who has completed the Member's scheduled shift and has left the premises and is called back, by the Supervisor, Director, or designate, to work in an emergency shall be paid a minimum of three (3) hours at the appropriate overtime wage rate as provided in this Article. This payment shall not apply where advance notice is given.



A Network Technician who has completed his/her scheduled shift and has left the premises and is called by the Supervisor, or designate, to work in an emergency to trouble-shoot or remotely repair computer networks shall be paid a minimum of two (2) hours at the appropriate overtime wage rate as provided in this Article.

- 14.07 A Member who has accumulated authorized overtime hours shall receive either appropriate payment as earnings, calculated at the appropriate overtime rate, or time off in lieu of payment with lieu time reflecting the appropriate overtime rate at a time which is mutually agreeable between the Supervisor and Member. The Member shall indicate to the Supervisor, in writing, the preferred method of payment. The preference indicated shall not be unreasonably denied. Notwithstanding the foregoing, lieu-time for DECEs must be taken at a time that is mutually acceptable to the DECE and the principal but shall not be taken on an instructional day where a replacement DECE is required.
- 14.08 The Member may bank overtime hours for a maximum of four (4) pay periods, with flexibility to extend this period with the mutual agreement of the Parties. If the banked hours are not used, the Board shall make the payment to the Member as earnings calculated at the appropriate premium rate as provided in this Article.
- 14.09 A Member who works three (3) consecutive hours of overtime shall be entitled to one paid fifteen (15) minute break within each three (3) hour period.
- 14.10 A Member who works more than four (4) consecutive hours of overtime shall be entitled to one (1) hour of unpaid meal time during the scheduled overtime.
- 14.11 If a Member is authorized to work more than two (2) hours of overtime beyond the end of a normal working day, the Member may claim a meal allowance in accordance with the Board Administrative Procedure 515 upon submission of an appropriate receipt.

## **Article 15      Flex Time**

- 15.01 Flex-time will be defined as a work schedule in which the hours of work do not necessarily conform to the regular hours of work defined in Article 13.
- 15.02 A Member is entitled to work a flex-time schedule provided that:
  - a) the Member works the same number of hours as in a regular pay-period;
  - b) the flex-time schedule is mutually agreed upon by the Site Supervisor and Member; and,
  - c) the scheduled flex-time hours shall not constitute overtime hours and the Member shall be paid at the regular hourly wage rate.
- 15.03 It is recognized by the Parties that not all positions may be suited for flex-time arrangements.
- 15.04 The Parties agree that flex-time is to be used on an occasional basis.
- 15.05 Flex-time for DECEs must be taken at a time that is mutually acceptable to the DECE and the principal but shall not be taken on an instructional day where a replacement DECE is required.

## **Article 16      Probationary Period**

- 16.01 When a new Member is hired for a permanent position, that Member shall be on probation until the completion of the probationary period of ninety (90) days actually worked. Upon successful completion of the probationary period, the employee shall be given seniority retroactive to the first day of work in that permanent position. The ninety (90) working days probationary period may be extended by mutual agreement of the Parties.
- 16.02 A Member shall be informed, in writing, within four (4) weeks of the successful completion of their probationary period.

## **Article 17      Seniority**

- 17.01 Seniority is defined as the length of service in permanent positions in the Bargaining Unit with the Board and shall include such service with the Board prior to the certification of the Bargaining Unit. Seniority shall operate on a Bargaining Unit-wide basis.
- 17.02 All permanent Members covered by this Agreement who have completed the probationary period shall have their names placed on the seniority list based on each Member's last date of hire by the Board.
- 17.03 Seniority lists will be revised and a copy given to the Bargaining Unit in September of each year showing each Member's seniority and job title as of September 1.
- 17.04 The Board may hire a temporary Member as per the definition in Article 1. The Board must notify the Bargaining Unit, in writing, of the name of the temporary Member, the expected term of employment, as well as the work site and position. Temporary and replacement Members shall be paid in accordance with this Agreement and they shall pay union dues while employed in a Bargaining Unit position. Temporary and replacement Members are not entitled to seniority.
- 17.05 Employees of the Board who are transferred to this Bargaining Unit shall have their full length of service with the Board credited for vacation entitlement. This is to apply only to continuous permanent employment with the Board immediately preceding transfer to this Bargaining Unit.
- 17.06 Seniority shall be maintained and accumulated when a Member is absent from work while on an approved leave of absence, which may include, but is not limited to:
- (a) when in receipt of Worker's Safety Insurance Board (WSIB) benefits;
  - (b) while on sick leave; or
  - (c) when in service for the Canadian Armed Forces.
- 17.07 A permanent Member may transfer to a non-union replacement or temporary position and seniority shall be maintained and accumulated. Such transfer shall not exceed twelve (12) months without mutual agreement of the Parties. Union dues shall continue to be deducted during this time. The Board agrees to consult with the Union prior to transferring a Member to a temporary or replacement non-union position.

**Article 18     Loss of Seniority**

18.01 Seniority rights and a Member's employment will be deemed to have terminated if a Member:

- (a) resigns from employment with the Board;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) accepts a permanent position with the Board outside the Bargaining Unit; or
- (d) retires or is retired from employment with the Board according to Board policy.

**Article 19     Layoff and Recall**

19.01 A layoff shall be defined as a reduction in the work force or a reduction in the hours of work per week which is expected to last for more than two weeks. Transfer of staff from one work site to another, due to a change in staffing requirements, shall not be deemed a layoff. This Article shall not apply to layoffs which result from the Christmas Break, Winter Break and Summer Break periods which pertain to Members engaged to work on a school-year basis.

19.02 The Board agrees that in the event of a layoff, Members of a job classification will be laid off in reverse order of seniority in the Bargaining Unit, and shall continue to accumulate seniority for up to eighteen (18) months while on layoff.

Ties in seniority will be broken as follows:

- a) the total hours worked in temporary or replacement positions with the Board, or one of its predecessor Boards, within the twelve (12) months previous to the date of permanent hire; and then
- b) by lot drawn by the Director or designate in the presence of a Bargaining Unit representative.

19.03 Such Member shall have the choice of accepting the layoff or bumping a Member with less seniority in the same wage rate level or in a lower wage rate level within seven (7) days of receiving notice of layoff, provided that Member concerned has the suitable skills, abilities, qualifications and past work records to perform the job.

19.04 Such Member will receive the wage rate of the new position, closest to but not lower than the Member's current wage rate. The Member will then move through the new grid according to the experience obtained in that new position, starting from the Member's initial position on the new grid.

19.05 Notwithstanding 19.04, if the highest wage rate for the new classification level is lower than the Member's current wage rate, after six (6) months, the Member shall be paid at the highest wage rate within the new classification. For the first six (6) months following transfer, a Member shall not receive a reduction in hourly wage rate.

- 19.06 Members who have changed positions under this Article shall have the opportunity for reinstatement to their former position, if such becomes available, through the voluntary transfer process under Article 12.
- 19.07 The Member reinstated through 19.06 shall be reinstated at the wage rate that would have been attained had there been no change of position.
- 19.08 Permanent Members shall be notified of layoff at least two (2) weeks prior to the effective date, unless legislation is more favourable to the employees.

**19.09 Recall Procedures**

- 19.09.01 Any Member who has been laid off, in accordance with the provision of seniority and layoff procedures of this Agreement, shall be eligible for recall for a period of eighteen (18) months from the effective date of termination and shall maintain their position on the seniority list for that period of time.
- 19.09.02 The Board agrees that Members will be entitled to recall in order of greatest seniority within the Bargaining Unit. Ties in seniority will be broken as follows:
- a) the total hours worked in temporary or replacement positions with the Board, within the twelve (12) months previous to the date of permanent hire; and then
  - b) by lot drawn by the Director or designate in the presence of a Bargaining Unit representative.
- 19.09.03 For purposes of recall after layoff, seniority shall be the governing factor, provided that the Member concerned has the suitable skills, abilities, qualifications and past work records to perform the job. Such Member will receive the wage rate of the new position, closest to but not lower than the Member's wage rate at the time of layoff. The Member will then move through the new grid according to the experience obtained in that new position, starting from the Member's initial position on the new grid.
- 19.09.04 Notwithstanding 19.09.03, if the highest wage rate for the new classification level is lower than the Member's current wage rate, after six (6) months, the Member shall be paid at the highest wage rate within the new classification. For the first six (6) months following transfer, a Member shall not receive a reduction in hourly wage rate.
- 19.09.05 No new Member will be hired into a permanent position until all persons on layoff have been given an opportunity for recall in accordance with Article 19.09.
- 19.09.06 All Members on layoff and eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number.
- 19.09.07 When a permanent position becomes available, the Board shall endeavour to contact the Member being recalled by telephone. The Board shall offer the position by registered mail addressed to the Member's last place of address on record with the Board.
- 19.09.08 Members who have been laid off, shall be eligible to accept replacement or temporary work without compromising the Member's layoff status.

- 19.09.09 If a Member is recalled from layoff, to a position in the same job classification as held prior to the layoff, within eighteen (18) months of the date of layoff, the Member's seniority, sick leave and wage rate will be reinstated as if there was no interruption in service.
- 19.09.10 While on layoff, the Member shall not have access to sick leave usage (Article 31.01), vacation usage or accrual (Article 25), leave plans (Article 31), or paid holidays (Article 24).
- 19.09.11 During the layoff period a Member may continue participation in the benefit plans with the Member paying the full cost of the premiums.
- 19.09.12 When a Member is recalled to a permanent position from layoff within eighteen (18) months from the date of layoff, the Member's benefits shall be reinstated at the levels as prescribed for that position (ie part-time or full-time) under this Agreement at the time of reinstatement.
- 19.09.13 Nothing in Article 19 precludes the right of a Member or the union to file a grievance regarding the application of Article 19.
- 19.09.14 A Member shall lose all seniority and employment shall be deemed to have been terminated if the Member:
- (a) fails, after layoff, to return to work within seven (7) working days after the Board has given the Member notice of recall by registered mail, unless an extension is granted by the Board due to an emergency or other reason; or
  - (b) is laid off by the Board for a period of more than eighteen (18) months and therefore has exhausted all rights of recall under this Article.
- 19.09.15 Where jobs are eliminated, the Union shall be notified and a meeting convened to discuss the advisability and possibilities for retraining.

## **Article 20     Just Cause**

- 20.01 No permanent Member shall be demoted, disciplined, or discharged without just cause. Despite the foregoing, the Union and the Board agree that a lesser standard of just cause for discharging probationary Members shall apply during a Member's probationary period.
- 20.02 Prior to a suspension or discharge, a meeting will be held with the Member to identify the reasons for considering such action. The Board shall inform the Member, prior to the meeting, that the Member shall be accompanied by the Bargaining Unit President or designate unless the Member refuses representation. In such cases, the Board will require the Member to sign a document refusing representation and the document will be forwarded to the Union.

## **Article 21     Personnel File**

- 21.01 There shall be only one personnel file for each Member which shall be located at the Board Administration office.

- 21.02 A Member shall have access to the Member's personnel file in the presence of the Administrator of Human Resource Services, or designate, during normal business hours, upon prior arrangement with the Human Resource Services Department. Upon request, a Member shall be provided with a copy of material contained in such file at the Union's expense.
- 21.03 The Member may request that the Bargaining Unit President or designate accompany the Member to review the personnel file.
- 21.04 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed on the Member's personnel file. Unless such notation is made in writing to the Member, the Board shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days of the discovery of the occurrence giving rise to the action and such notice shall be acknowledged by a signed receipt of a letter delivered in person or by registered mail. Where the Member authorizes release of such letter, a copy shall be sent to the President of the Bargaining Unit. Any written reply made by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file. Where the Member authorizes, the Board shall send, by mail, a copy of the reply to the President of the Bargaining Unit.
- 21.05 A Member may dispute, in writing, the accuracy or completeness of information in a Member's personnel file. Where this occurs, the Board shall respond to the Member to confirm or amend the information and shall notify the Member in writing of its decision, including reasons for that decision where such a written response is requested by the Member. The written dispute from the Member must contain the specific alleged inaccuracy or incomplete information and the desired change(s).
- 21.06 Notwithstanding 21.07, all correspondence resulting from 21.04 will be maintained in the Member's personnel file unless otherwise agreed between the Member and the Board.
- 21.07 (a) Where two years have elapsed since the placement of a non-disciplinary letter of expectation in a Member's file, the Member may request that the letter be reviewed. The letter shall be removed from the file provided that no additional related documentation has been added to the member's file during the intervening period.
- (b) Where two (2) years have elapsed since the recording of a disciplinary notation on a Member's file, the Member may request that such disciplinary notation be reviewed. Such notation shall be removed from the file provided such personnel file has been free of any written warning or disciplinary action during the intervening period.
- 21.08 The signature of a Member on any document respecting the performance or conduct of the Member shall be deemed to be evidence only of the receipt thereof.

## **Article 22      No Strike and Lock-Out**

- 22.01 The Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the Members in this Bargaining Unit. The meaning of

the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act and its Regulations.

- 22.02 When other Board employees are on strike or lock-out, a Member shall carry on the regular duties to the best of the Member’s ability, and shall not be required to assume any functions or responsibilities that are normally discharged by the Board employees who are on strike or lock-out.

## **Article 23      Collective Agreement**

- 23.01 The Board agrees to produce sufficient quantities of this collective agreement to provide every Member and every site supervisor with access to an electronic copy of the collective agreement as follows:

- (a) for incumbent Members and site supervisors at a mutually agreed upon date following ratification, and
- (b) for new Members, to be enclosed in the Member’s letter of hire for a permanent position or placement on the supply list.

- 23.02 The Board shall provide the President of the Bargaining Unit with copies of the agreement as requested.

- 23.03 The cost of producing sufficient quantities of the Agreement to meet the above requirements shall be evenly shared between the parties.

## **Article 24      Recognized Paid Holidays**

- 24.01 In order to be eligible to be paid for the holidays listed in 24.02 and 24.03, the Member must be at work on the Member’s scheduled working day immediately preceding and the Member’s scheduled working day immediately following the holiday. Absence on one or both days due to illness for which sick leave provides full pay, or absence on vacation, or absence on paid leave of absence shall not prevent a Member from receiving the paid holiday.

- 24.02 For permanent twelve-month Members, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at the regular wage rates based upon the number of scheduled hours for the Member on that day of the week.

New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year’s Eve Day
Civic Holiday	

Remembrance Day provided it is observed by the Board.

Any other day that may be proclaimed by law as a statutory holiday.

24.03 For permanent Members who are engaged to work on a school year basis, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at the regular wage rates based upon the number of scheduled hours for the Member on that day of the week.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day*
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Floating Holiday**	New Year's Eve Day*

\* These paid holidays shall be considered floating holidays to be observed during the Christmas Break period. The Board and the Bargaining Unit will agree upon the dates on which they will be observed.

\*\*This day is observed on Canada Day for those Members still employed on Canada Day, or in lieu of Canada Day and added to the last pay of the school year for those Members who are laid off prior to Canada Day.

Remembrance Day provided it is observed by the Board.  
Any other day that may be proclaimed by law as a statutory holiday.

24.04 Notwithstanding the above, if Easter Monday is observed as a regular school day as per the applicable elementary or secondary school calendar and a Member works that day:  
(a) for Members covered under 24.02, the day in lieu shall be observed either the day preceding or following Canada Day.  
(b) for Members covered under 24.03, the Member shall be paid an additional day's pay at the Member's regular hourly wage rate on the Member's last pay cheque of the school year.

24.05 Where a paid holiday falls other than on a scheduled work day the Board shall designate some other day upon which to observe the holiday or the Board may elect to pay the Member as though it had fallen on a regular working day.

24.06 Where a paid holiday falls during a Member's approved vacation leave period, it shall not be deducted from the Member's vacation entitlement.

24.07 Replacement and temporary Members shall be granted pay for statutory holidays under the conditions set out in the Employment Standards Act.

## **Article 25     Vacations**

25.01 Permanent Members shall receive an annual vacation or vacation pay in accordance with credited service as of September 1<sup>st</sup> in each year as per the following schedule:

	Twelve Month Members	Ten Month Members
Less than one year	1 working day for each	4%



	completed month to a maximum of 10 days.	
One year or more	2 weeks	4%
Three years or more	3 weeks	6%
Nine years or more	4 weeks	8%
Fifteen years or more	5 weeks	10%
Twenty-two years or more	6 weeks	12%
Twenty-eight years or more	7 weeks	14%

\* Ten Month Members are permanent Members who are engaged to work on a school-year basis.

25.02 Vacation pay for Members who are engaged to work on a school-year basis shall be calculated on total wages earned and shall cover the period July 1 to June 30. Vacation pay shall be included in the Member's regular pay.

25.03 Temporary and replacement Members shall receive vacation pay on total wages earned and shall be included in the Member's regular pay in accordance with the *Employment Standards Act, 2000*.

25.04 Permanent Members hired on a permanent basis before July 1, 1998 who will be moving to vacation pay from an annual vacation schedule effective July 1, 2000 and who would have their vacation level decreased as a result of the move will have their vacation level red-circled at the level (% of salary) in place as at June 30, 2000 until such a time as they reach the next step on the vacation pay scheduled. At the time, the Members so affected will follow the schedule accordingly.

25.05 The calculation to address the red-circling referred to in the above paragraph will be completed at the end of the school work year, as required, for the Member. The payout required to maintain the red-circling will be included on the last pay of the school work year of the Member.

## **Article 26      Wages and Allowances**

26.01 The parties agree that if Pay Equity adjustments are determined to be owing at some point in the future, any increases to job rates negotiated in Collective Bargaining or awarded at Interest Arbitration will be credited towards those Pay Equity adjustments, in accordance with the Pay Equity Act and Tribunal decisions.

### **26.02.01      Basic Wage Rate excluding DECEs**

#### **Basic Wage Rate as at September 1, 2019**

Level	Job Classification	Start	New 12 Months	New 24 Months	New 36 Months
<b>1</b>	Elementary Office Assistant; Education Centre Secretary; Accounts Payable Associate; Purchasing Associate; Receptionist	<b>19.61</b>	<b>20.45</b>	<b>21.28</b>	<b>22.21</b>

<b>2</b>	Attendance Secretary; General Secretary; Community Use Associate; CEL Clerical Support	<b>19.75</b>	<b>20.57</b>	<b>21.47</b>	<b>22.36</b>
<b>3</b>	Student Services Secretary; Senior Accounting Associate	<b>20.35</b>	<b>21.14</b>	<b>21.99</b>	<b>22.86</b>
<b>4</b>	Educational Assistant-2; Elementary Secretary; Distance Education Secretary; Technical Resource Assistant	<b>21.21</b>	<b>22.02</b>	<b>22.85</b>	<b>23.76</b>
<b>5</b>	Educational Assistant-1; Interpreter; Applied Behaviour Analysis-Educational Assistant; Head Secretary; Technician-AV; E-Registrar	<b>22.67</b>	<b>23.49</b>	<b>24.30</b>	<b>25.19</b>
<b>6</b>	Lead Educational Assistant; Student Support Team Educational Assistant; Computer Technician-Distant Education; Computer Technician-Hardware; Computer Technician-Network; Computer Trainer; Procurement Services Lead	<b>23.61</b>	<b>24.55</b>	<b>25.53</b>	<b>26.54</b>
<b>7</b>	Strive Child & Youth Worker; Mental Health Coach Child & Youth Worker; Applied Behaviour Analysis-Child & Youth Worker	<b>27.82</b>	<b>28.75</b>	<b>29.73</b>	<b>30.74</b>

#### Network Technician Responsibility Allowance

Novell CNA designation	\$1.20 per hour above basic wage rate
Novell CNE designation	\$1.20 per hour above basic wage rate
Certified Cisco Network Administrator designation	\$1.20 per hour above basic wage rate
Microsoft Certified SE designation	\$1.20 per hour above basic wage rate

\$1.20 per hour above basic wage rate for each specialized designation required by the Board, to a maximum of \$2.40 per hour.

Per Letter of Understanding Network Technicians receive an allowance of \$1.83 per hour in addition to other allowances as per above.

For clarity - The designations noted above must be relating to the current Novell Version in use by the Board. Network Technicians with the above designations shall be paid all of the above allowances consecutively.

#### Basic Wage Rate as at September 1, 2020

<b>Level</b>	<b>Job Classification</b>	<b>Start</b>	<b>New 12 Months</b>	<b>New 24 Months</b>	<b>New 36 Months</b>
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<b>1</b>	Elementary Office Assistant; Education Centre Secretary; Accounts Payable Associate; Purchasing Associate; Receptionist	<b>19.81</b>	<b>20.65</b>	<b>21.49</b>	<b>22.43</b>
<b>2</b>	Attendance Secretary; General Secretary; Community Use Associate; CEL Clerical Support	<b>19.95</b>	<b>20.78</b>	<b>21.68</b>	<b>22.58</b>
<b>3</b>	Student Services Secretary; Senior Accounting Associate	<b>20.55</b>	<b>21.35</b>	<b>22.21</b>	<b>23.09</b>
<b>4</b>	Educational Assistant-2; Elementary Secretary; Distance Education Secretary; Technical Resource Assistant	<b>21.42</b>	<b>22.24</b>	<b>23.08</b>	<b>24.00</b>
<b>5</b>	Educational Assistant-1; Interpreter; Applied Behaviour Analysis- Educational Assistant; Head Secretary; Technician-AV; E-Registrar	<b>22.90</b>	<b>23.72</b>	<b>24.54</b>	<b>25.44</b>
<b>6</b>	Lead Educational Assistant; Student Support Team Educational Assistant; Computer Technician- Distant Education; Computer Technician-Hardware; Computer Technician-Network; Computer Trainer; Procurement Services Lead	<b>23.85</b>	<b>24.80</b>	<b>25.79</b>	<b>26.81</b>
<b>7</b>	Strive Child & Youth Worker; Mental Health Coach Child & Youth Worker; Applied Behaviour Analysis-Child & Youth Worker	<b>28.10</b>	<b>29.04</b>	<b>30.03</b>	<b>31.05</b>

#### Network Technician Responsibility Allowance

Novell CNA designation	\$1.21 per hour above basic wage rate
Novell CNE designation	\$1.21 per hour above basic wage rate
Certified Cisco Network Administrator designation	\$1.21 per hour above basic wage rate
Microsoft Certified SE designation	\$1.21 per hour above basic wage rate

\$1.21 per hour above basic wage rate for each specialized designation required by the Board, to a maximum of \$2.42 per hour.

Per Letter of Understanding Network Technicians receive an allowance of \$1.85 per hour in addition to other allowances as per above.

For clarity - The designations noted above must be relating to the current Novell Version in use by the Board. Network Technicians with the above designations shall be paid all of the above allowances consecutively.

### Basic Wage Rate as at September 1, 2021

Level	Job Classification	Start	New 12 Months	New 24 Months	New 36 Months
<b>1</b>	Elementary Office Assistant; Education Centre Secretary; Accounts Payable Associate; Purchasing Associate; Receptionist	<b>20.01</b>	<b>20.86</b>	<b>21.70</b>	<b>22.65</b>
<b>2</b>	Attendance Secretary; General Secretary; Community Use Associate; CEL Clerical Support	<b>20.15</b>	<b>20.99</b>	<b>21.90</b>	<b>22.81</b>
<b>3</b>	Student Services Secretary; Senior Accounting Associate	<b>20.76</b>	<b>21.56</b>	<b>22.43</b>	<b>23.32</b>
<b>4</b>	Educational Assistant-2; Elementary Secretary; Distance Education Secretary; Technical Resource Assistant	<b>21.63</b>	<b>22.46</b>	<b>23.31</b>	<b>24.24</b>
<b>5</b>	Educational Assistant-1; Interpreter; Applied Behaviour Analysis- Educational Assistant; Head Secretary; Technician-AV; E-Registrar	<b>23.13</b>	<b>23.96</b>	<b>24.79</b>	<b>25.69</b>
<b>6</b>	Lead Educational Assistant; Student Support Team Educational Assistant; Computer Technician-Distant Education; Computer Technician-Hardware; Computer Technician-Network; Computer Trainer; Procurement Services Lead	<b>24.09</b>	<b>25.05</b>	<b>26.05</b>	<b>27.08</b>
<b>7</b>	Strive Child & Youth Worker; Mental Health Coach Child & Youth Worker; Applied Behaviour Analysis-Child & Youth Worker	<b>28.38</b>	<b>29.33</b>	<b>30.33</b>	<b>31.36</b>

### Network Technician Responsibility Allowance

Novell CNA designation	\$1.22 per hour above basic wage rate
Novell CNE designation	\$1.22 per hour above basic wage rate
Certified Cisco Network Administrator designation	\$1.22 per hour above basic wage rate
Microsoft Certified SE designation	\$1.22 per hour above basic wage rate

\$1.22 per hour above basic wage rate for each specialized designation required by the Board, to a maximum of \$2.44 per hour.

Per Letter of Understanding Network Technicians receive an allowance of \$1.87 per hour in addition to other allowances as per above.

For clarity - The designations noted above must be relating to the current Novell Version in use by the Board. Network Technicians with the above designations shall be paid all of the above allowances consecutively.

## 26.02.02

Rates for Temporary and Replacement Members effective as at September 1, 2019

Classifications one through four - \$19.07 per hour plus vacation pay as per ESA

Classifications five through seven - \$21.78 per hour plus vacation pay as per ESA

Where a temporary or replacement position exceeds ten (10) or more consecutive days in duration, the Member shall be paid at the start rate of the appropriate job classification, retroactive to the first day of the long-term assignment.

Rates for Temporary and Replacement Members effective as at September 1, 2020

Classifications one through four - \$19.26 per hour plus vacation pay as per ESA

Classifications five through seven - \$22.00 per hour plus vacation pay as per ESA

Where a temporary or replacement position exceeds ten (10) or more consecutive days in duration, the Member shall be paid at the start rate of the appropriate job classification, retroactive to the first day of the long-term assignment.

Rates for Temporary and Replacement Members effective as at September 1, 2021

Classifications one through four - \$19.45 per hour plus vacation pay as per ESA

Classifications five through seven - \$22.22 per hour plus vacation pay as per ESA

Where a temporary or replacement position exceeds ten (10) or more consecutive days in duration, the Member shall be paid at the start rate of the appropriate job classification, retroactive to the first day of the long-term assignment.

## 26.03 Basic Wage Rate Designated Early Childhood Educators (DECEs)

September 1, 2019

	Hourly Rate
Letter of Permission	\$19.78
Qualified 0 years experience – Step 1	\$21.44
Qualified 1 years experience – Step 2	\$23.08
Qualified 2 years experience – Step 3	\$24.72
Qualified 3 years experience – Step 4	\$26.37
Qualified 4 years experience – Step 5	\$28.02

Temporary and Replacement Members:

Qualified DECE: \$19.78 per hour + 4% vacation per as per ESA

Unqualified DECE Hired under a Letter of Permission: \$19.78 per hour + 4% vacation pay as per ESA

Unqualified DECE (without ECE qualifications): \$18.33 per hour + 4% vacation pay as per ESA

September 1, 2020

	Hourly Rate
Letter of Permission	\$19.98
Qualified 0 years experience – Step 1	\$21.65
Qualified 1 years experience – Step 2	\$23.31
Qualified 2 years experience – Step 3	\$24.97
Qualified 3 years experience – Step 4	\$26.63
Qualified 4 years experience – Step 5	\$28.30

Temporary and Replacement Members:

Qualified DECE: \$19.98 per hour + 4% vacation per as per ESA

Unqualified DECE Hired under a Letter of Permission: \$19.98 per hour + 4% vacation pay as per ESA

Unqualified DECE (without ECE qualifications): \$18.51 per hour + 4% vacation pay as per ESA

September 1, 2021

	Hourly Rate
Letter of Permission	\$20.18
Qualified 0 years experience – Step 1	\$21.87
Qualified 1 years experience – Step 2	\$23.54
Qualified 2 years experience – Step 3	\$25.22
Qualified 3 years experience – Step 4	\$26.90
Qualified 4 years experience – Step 5	\$28.58

Temporary and Replacement Members:

Qualified DECE: \$20.18 per hour + 4% vacation per as per ESA

Unqualified DECE Hired under a Letter of Permission: \$20.18 per hour + 4% vacation pay as per ESA

Unqualified DECE (without ECE qualifications): \$18.89 per hour + 4% vacation pay as per ESA

Qualified means a Member in good standing of the College of Early Childhood Educators.

Permanent DECEs shall progress through the grid annually, subject to Bill 115, *Putting Students First*.

New permanent employees hired as qualified DECEs will be placed at Step 1.

Where a temporary or replacement position exceeds ten (10) or more consecutive days in duration, the registered DECE shall be paid at step 1 of the DECE grid, retroactive to the first day of the long-term assignment.

Recognition of School Board Experience - DECEs

Experience will include time-worked in a permanent position as a DECE in a school board in the province of Ontario in an Early Learning Kindergarten program. School board experience will be recognized as 1 year worked = 1 year on the grid.

#### Recognition of Related Experience – DECEs

The Board will accept letters from previous employers confirming that the employee held a paid ECE position in a registered licenced child care program which provided programming and child care for school age children (ages 3,4,5) using the ELECT and/or The Extended Day Program Document as provided by the Ministry of Education. CEC experience acceptable to the Board, as a Registered ECE, shall be recognized for placement on the Wage Grid based on number of days and hours worked. Part-time days will be pro-rated. Recognition of related experience will be calculated as follows:

One year of employment experience = One year experience on the grid up to a maximum of two years.

Note: a member cannot be given credit for both school board and related experience.

Members who are eligible to move to a higher wage rate due to recognition of school board or related experience shall be moved accordingly effective as at a date of agreement provided the increase is permissible *under Bill 115, Putting Students First*.

#### **Article 27      Insured Employee Benefits**

27.01 Members shall have access to benefit levels as provided in accordance with the Central Terms Section 10.00 Benefit Trust.

27.02 After a Member's sick leave has expired, the Member will be permitted to maintain enrolment in the benefit plans in accordance with the Central Terms at the Member's cost.

27.03 It is the Member's responsibility to submit the proper signed documents in respect to benefit coverage in order to have benefits made effective. In any event, mandatory benefits shall commence on the effective date of the Member's employment.

27.04 Notwithstanding Articles 27.01, 27.02, and 27.03, the following clauses in 27.04 apply to permanent Members only.

##### **a) Long Term Disability**

The Board agrees to administer, only to the extent of deductions and submission of premiums, a Long Term Disability Insurance Plan on behalf of the Members who will pay 100% of the premium costs. Participation in the plan shall be a condition of employment.

##### **b) Payroll Savings Plan**

The Board agrees to accommodate Members by providing for payroll deductions and necessary remittances for the Payroll Savings Plan.

##### **c) Employee Assistance Program**

The Parties agree to share equally the costs of an Employee Assistance Program. Participation in the program shall be a condition of employment.

**d) Registered Retirement Savings Plan**

The Board will process deductions for the Educators Financial Group Registered Retirement Savings Plan at no cost to the Members. Such deductions shall be remitted to EFG, 225 Sheppard Avenue East, Suite 1105, Toronto, ON, M2J 5C2 no later than the twenty-fifth (25<sup>th</sup>) day following the month in which the deductions were made.

**e) E.I. Rebate**

Under current Employment Insurance Regulations, the Board is allowed a reduction in its Employment Insurance premiums because of its Sick Leave Credit Plan 5/12 of the reduction is credited to the Members as a cash payment. The parties agree that the Member's portion of the premium reductions shall be retained by the Board and will be applied as a portion of the Board's contributions to wages and benefits agreed upon in this Agreement.

**Article 28      Pension Plan**

- 28.01 All Members who become permanent Members after August 1, 1998 shall, as a condition of employment, be enrolled in the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) unless the Member holds certification as a teacher, in which case they may become and remain a member of the Ontario Teachers' Pension Plan (T.P.P.).
- 28.02 According to the legislative requirements, permanent part-time, eligible temporary and replacement Members may be enrolled in the O.M.E.R.S. or T.P.P on a voluntary basis.
- 28.03 The Board shall maintain any and all pension plans to which Members of this Bargaining Unit belong prior to the signing of this agreement. Members who were not part of O.M.E.R.S. or T.P.P prior to August 1, 1998 shall be given the option of joining O.M.E.R.S. and shall join TPP, if applicable.
- 28.04 The Board shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Member and Board pension contributions as required.

**Article 29      Insurance Coverage**

- 29.01 As per Board procedures, the Board shall continue to maintain sufficient liability insurance for Members working under the direction of the Board within the scope of the Members' assigned duties.
- 29.02 All Members who use personal vehicles for transporting Board property as a condition of work are covered adequately through an existing Board insurance coverage, at no cost to Members.
- 29.03 As per Board procedures, a Member shall not be required to use a personal vehicle for transporting students.

**Article 30      Travel Allowances**



- 30.01 A Member required to use a personal vehicle for Board business shall be reimbursed at the regular Board rate in accordance with Board Policy.
- 30.02 A Member who is assigned by the Board to work at two work sites within one school day shall be paid mileage at the Board rate for actual travel from the first assigned school to the second assigned school, as identified by the Board's kilometrage chart. This Article does not apply where a permanent Member has requested assignments at more than one school within one school day, or where a replacement or temporary Member has accepted assignments at more than one school within one school day.

## **Article 31      Leave Plans**

### **31.01 Sick Leave Plan**

Sick leave is provided as in Section C12 of Part A: Central Terms. 31.01.01 The Board shall administer a sick leave plan and maintain a sick leave account for every eligible Member of the Bargaining Unit in accordance with Section C12 of Part A: Central Terms. The account shall show a record of the Member's credited, accumulated and used sick leave. An electronic statement of the account shall be available to permanent Members on the Board's chosen electronic platform.

- 31.01.02 Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the Member upon the request by the Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.

### **31.02 Sick Leave Credit Plan**

Sick Leave Credit Retirement Gratuities were frozen as of August 31, 2012. A Member 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 member had accumulated and was eligible to receive as of that day. **The following language applies only to those Members eligible for the gratuity above:**

- 31.02.01 The Parties agree to grandparent the current Sick Leave Credit Retirement Gratuity Plans for Permanent Members hired on the date of or prior to the ratification of this Agreement as they apply in the respective predecessor Boards' Collective Agreements. These Plans shall be attached to this Agreement.
- 31.02.02 It is further agreed that the gratuity plan for the former Perth County Board of Education is deemed to apply to all current full- and part-time Members from the Perth County predecessor Board retiring between the ages of 55 and 65 who qualify for any Retirement Plan under OMERS or TPP and shall be eligible for the Sick Leave Credit Retirement Gratuity Plan provided the conditions set out in 2 (b) of the Plan have been met.
- 31.02.04 Permanent Members hired after the date of ratification of this Agreement shall be entitled to the Gratuity Plan of the former Perth County Board of Education.

### **31.03 W.S.I.B./LTD Absences**

- 31.03.01 (a) A Member who is absent from work up to maximum of twenty-four (24) months and is claiming Workplace Safety and Insurance Board or Long Term Disability (LTD) benefits shall, subject to Articles 10, 11, and 19 (Job Postings, Transfers, and Layoff and Recall), return to the same position held by the Member immediately prior to the absence or, if the position no longer exists, to an equivalent position,
- (b) At the end of the twenty-four (24) month period, and following consultation with the Bargaining Unit, if the Member's position still exists and is expected to continue to exist for the foreseeable future, such position shall be declared vacant and posted in accordance with Article 10, Job Postings,
- (c) A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 19, Layoff and Recall.
- 31.03.02 (a) The Board acknowledges its responsibility to accommodate the return to work of a Member in accordance with prevailing legislation and any related Board policy that may exist.
- (b) The Board, Bargaining Unit, and Employee shall meet to develop cooperatively a modified return to work and/or accommodation program, provided the employee is agreeable to have the Bargaining Unit present. If the employee is not agreeable to have the Bargaining Unit present, the employee shall provide a written waiver confirming same to the Bargaining Unit.
- 31.03.03 It is agreed that, when a Member is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:
- (a) The Loss of Earnings Benefits shall be remitted to the Board,
- (b) The Member shall receive full pay from the Board, but in no case for longer than four years and six months. If Workplace Safety and Insurance Board of Ontario benefits were in receipt on the first workday of the 2012-2013 school year, the period of four years and six months shall be reduced by the length of time for which the employee received such benefits.

**31.04 Bereavement Leave**

The reporting year for bereavement leave is September 1 to August 31.

- 31.04.01 A permanent Member shall be granted an absence for up to five (5) days per occasion without loss of regular wages, benefits or seniority where absence is required due to a death in the immediate family. The immediate family shall mean the Member's spouse and the parent/former guardian, brother, sister, child, grandparent, grandchild, step-sister and step-brother of the Member or the Member's spouse, including common-law or same-sex partner. Such a leave of absence shall not be charged against the Member's accumulated sick leave credits.

Notwithstanding the foregoing, one of the five (5) days may be observed at a later time for an interment or memorial service.

- 31.04.02 A temporary or replacement Member shall be granted an unpaid leave of absence for up to five (5) days per occasion where absence is required due to a death in the immediate family. The immediate family shall mean the Member's spouse and the parent/former guardian,

brother, sister, child, grandparent, grandchild, step-sister and step-brother of the Member or the Member's spouse, including common-law or same-sex partner.

31.04.03 Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends, students or funerals in which the permanent Member plays an active part as a pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits.

31.04.04 Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends, students or funerals in which the temporary or replacement Member plays an active part as a pallbearer, flower bearer, etc. shall be granted one (1) unpaid day per occasion.

31.04.05 For absences in 31.04.01 and 31.04.03, additional days may be granted at the discretion of the Director or designate and will be charged against the Member's sick leave credits.

31.04.06 For absences in 31.04.02 and 31.04.04, additional unpaid days may be granted at the discretion of the Director or designate.

#### 31.04.07 **Compassionate Leave**

The reporting year for compassionate leave is September 1 to August 31.

Upon application to the supervisor, and at the discretion of the supervisor, a Member may be granted up to two (2) days of compassionate leave of absence in any one year without loss of pay, benefits or sick leave credits.

#### 31.05 **Special Leave**

The reporting year for special leave is September 1 to August 31.

31.05.01 Leave of absence on special grounds for not more than three (3) days in a year without loss of regular wages, benefits or seniority may be granted to permanent Members with the approval of the Supervisor and shall not be chargeable against sick leave credits. Such leaves may be granted for:

- essential personal matters that cannot be taken care of outside of working hours but not including any activities related to a Member's outside interests and/or activities or the business interests of the Member or the Member's spouse;
- personal reasons not including a person's business;
- family illness;
- up to one (1) day when the Member is scheduled to write an academic, trade or professional examination;
- one (1) day when the Member attends the Member's graduation;
- up to one (1) day when the Member attends the secondary or post-secondary graduation of the Member's spouse, child, step child, or grandchild;
- family involvement around the time of adoption or birth of a child;
- divorce and/or custody proceedings; and,
- to celebrate a recognized religious holy day.

31.05.02 Leave of absence on special grounds for not more than three (3) unpaid days in a year may be granted to temporary or replacement Members with the approval of the Supervisor. Such leaves may be granted for:

- essential personal matters that cannot be taken care of outside of working hours but not including any activities related to a Member's outside interests and/or activities or the business interests of the Member or the Member's spouse;
- personal reasons not including a person's business;
- family illness;
- up to one (1) day when the Member is scheduled to write an academic, trade or professional examination;
- one (1) day when the Member attends the Member's graduation;
- up to one (1) day when the Member attends the secondary or post-secondary graduation of the Member's spouse, child, step child, or grandchild;
- family involvement around the time of adoption or birth of a child;
- divorce and/or custody proceedings; and,
- to celebrate a recognized religious holy day.

31.05.03 In addition to 31.05.01, the Director or designate may grant leaves of up to one half day without loss of wages, special leave credits, benefits or seniority and shall not be chargeable against sick leave credits. Such a request shall not be unreasonably denied.

31.05.04 In addition to 31.05.02, the Director or designate may grant leaves of up to one half unpaid day for temporary or replacement Members.

#### **31.06     **Quarantine, Jury Duty or Witness Duty****

31.06.01 For permanent Members, an absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the Member is not the person who commences the action or application shall be granted to a Member without loss of regular wages, benefits or seniority and shall not be chargeable against sick leave credits. Any fees received by the Member as a juror or witness shall be remitted to the Board.

31.06.02 Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the Member is not the person who commences the action or application shall be granted to a temporary or replacement Member as unpaid days.

#### **31.07     **Authorized Unpaid Days****

Up to two (2) days of absence without pay, pro-rated according to FTE, may be granted during the school year. Such leave requests will be subject to the approval of the Principal and the Director or designate. The approval will not normally include: the extension of holiday periods, the start of a new semester and the week leading to exams and exam weeks, EQAO testing weeks and parent/teacher interview dates where applicable. Such leaves will not unreasonably be withheld. Leaves will be subject to the availability of replacement members.

### **Article 32     Leave of Absence Without Pay**

- 32.01 A personal leave of absence without pay shall be granted by the Director or designate to a permanent Member who has completed the probationary period, in accordance with the conditions set out in this Article.
- 32.02 The period of leave granted under this Article shall be for a period not to exceed one (1) year, subject to the availability of a suitable replacement.
- 32.03 Written requests for leave shall be submitted to the Director or designate and shall be received no later than three (3) months prior to the date on which the leave will begin. Notwithstanding the foregoing, written requests for leaves for a period not to exceed one (1) week shall be submitted to the Director or designate not later than six (6) weeks prior to the date on which the leave will begin. In special circumstances, at the discretion of the Director or designate, up to an additional five (5) days per school year may be granted.
- 32.04 Notwithstanding Articles 32.02 and 32.03, the period of leave for a DECE shall be granted for no less than a school year, subject to the availability of a suitable replacement. Further to Article 32.08, one extension of an additional year's leave may be granted so that the member is on an unpaid leave for no more than two consecutive full school-years.
- 32.05 During the leave, the Member shall not have access to sick leave usage (Article 31.01), vacation usage or accrual (Article 25), leave plans (Article 31) or paid holidays (Article 24).
- 32.06 During the leave, a Member must continue participation in EAP and LTD plans with the Member paying the full cost of premiums. The arrangement for EAP and LTD must be made prior to the commencement of leave and will govern the full period of the leave.
- 32.07 Long Term Disability premiums shall be based on the annual salary the Member last earned prior to the leave period.
- 32.08 The Member on a leave of absence may request an extension of the leave by notifying the Director or designate. Such notice shall be in writing and shall be received no later than six (6) weeks prior to the date the Member is scheduled to return from leave. Such a request shall not be unreasonably denied.
- 32.09 Subject to Articles 10, 11 and 19 (Job Posting, Transfers and, Layoff and Recall,) a Member returning from leave will be returned to the same position held by the Member prior to taking the leave or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board.

### **Article 33      Union Release**

- 33.01 The Board shall grant release time to Union representatives in accordance with the terms and conditions set out in this Article.
- 33.02 Upon the written request of the Bargaining Unit President, or designate, the Board shall grant short term union release to Members of the Union for Bargaining Unit or provincial federation purposes. Such release time shall not normally exceed two (2) days at any one time and shall be

taken in blocks of not less than one-half day. The actual time(s) of release time(s) shall be mutually agreed upon by the President, or designate, and the Director, or designate. Such release time shall be without loss of wages or benefits. In the event that a replacement Member is used to cover release time described above, the cost of the replacement Member shall be reimbursed by the Union.

- 33.03 In addition to the union release granted in clause 33.02, up to six (6) Members of the Bargaining Unit Collective Bargaining Committee shall be granted release time to attend Collective Bargaining preparation meetings as well as negotiation meetings with the Board. In the event that replacement Members are used to cover release time for Members to attend negotiation meetings with the Board, the cost of such replacement Members shall be shared by the Parties.
- 33.04 Release time shall be granted by the Board to Union representatives who are required to participate on Board committees which meet during the regularly scheduled work day of the Member. Subject to 33.05, in the event that a replacement Member is used to cover release time for such committee meetings, the Board shall pay for the cost of the replacement Member.
- 33.05 In addition to the union release granted in clauses 33.02 to 33.04 inclusive, the Board agrees that long term local release time shall be granted up to the equivalent of 1.50 full-time Members for the period of the term of office, to any Member who is elected as an officer of the Bargaining Unit. Approval for leave of a Member for less than full-time shall be subject to staffing requirements and the ability of the Board to accommodate these positions. The Bargaining Unit shall reimburse the Board for the wages and benefits of a replacement Member(s) required by the granting of such leave(s).
- 33.06 In addition to the leaves granted in clauses 33.02 to 33.05 inclusive, the Board agrees that release time shall be granted up to the equivalent of 1.00 full-time Member for the period of the term of office, up to two (2) years per occasion, to any Member who is elected as an officer of the Provincial O.S.S.T.F., or to a Member seconded to Provincial O.S.S.T.F. The Union shall reimburse the Board for any wages and benefits of the Member(s) granted such leave.
- 33.07 The notice of the Member's intention to run for provincial office shall be provided to the Director or designate prior to April 1 before the school year in which the release time will be required. The Member elected to such position shall notify the Board within ten (10) days of this election.
- 33.08 Subject to Article 19, Layoff and Recall, at the end of the period of the union release the Member shall return to the same position held by the Member immediately prior to the commencement of the leave of absence, if it still exists, or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board.
- 33.09 Subject to clauses 33.02, 33.03, 33.04, 33.05, and 33.06 leaves granted under this Article shall be without loss of wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.

- 33.10 The Board may grant a leave of absence up to two (2) years per occasion to a Member of the Bargaining Unit who has been elected as an officer at the provincial Union Level provided that:
- (a) the Union reimburses the Board for the cost of the Member's total salary, benefits and allowances;
  - (b) the notice of the Member's intention to run for provincial office is provided to the Director or designate prior to April 1 before the school year in which the release time will be required; and,
  - (c) the notice of the actual requirement for the release time is provided within ten (10) days of the office becoming confirmed for the Member.

**Article 34      Adoption/Parental Leave**

- 34.01 Upon written request, a leave of absence without loss of wages, benefits or seniority occasioned by and around the time of the birth or adoption of a child shall be granted to a permanent Member who is the parent of the child. Such leave shall be for a total of not more than three (3) days.
- 34.02 A further two (2) days of leave with pay may be approved, if requested by the Member, but shall be subtracted from the days available under Article 31.05, - Special Leave.
- 34.03 Upon written request, up to three (3) days of unpaid leave occasioned by and around the time of the birth or adoption of a child shall be granted to a temporary or replacement Member who is the parent of the child.

**Article 35      Statutory Parenthood Leaves**

- 35.01 Statutory Adoption, Pregnancy and Parental Leave will be granted in accordance with the provisions of the current ***Employment Standards Act***.
- 35.02 While on statutory leave, a permanent Member shall continue to accumulate seniority. Normal salary shall not be paid during the leave. However, for Statutory Pregnancy and Parental Leaves, the Board shall compensate the Member as outlined below. In the case of Pregnancy Leave only, paragraphs (a) through (k) apply
- (a) The Board shall provide for permanent Members and Members hired into a term position who access such leaves, a Supplementary Employment Benefits (SEB) plan to top up their E.I. Benefits. The Member who is eligible for such leave shall receive salary for a period immediately following the birth of their 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) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
  - (c) Members hired in a term position 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 Member must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Members not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Members who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If a Member begins pregnancy leave while on an approved leave from the Board, 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. 35.02.01

35.02.01 For all statutory pregnancy leaves the Board shall pay the Member one week of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. Such payment shall be made as soon as possible after the Member submits proof of the Employment Insurance amount that the Member is eligible for and proof that the first Employment Insurance payment has been made.

35.02.02 For a Member on statutory pregnancy leave where there is not a one (1) week waiting period prior to the receipt of Employment Insurance payments the Member will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the Member's regular rate of pay for the first week of leave. Such payments shall be made as soon as possible after the Member submits proof of the Employment Insurance amount that the Member is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the Member's regular rate of pay in effect on the date of commencement of the leave.

35.02.03 For pregnancy leaves, the Board shall pay a "top-up" payment following the waiting period or, when the waiting period occurs before the birth of the child, immediately following the birth of the child. Such payment which when added to the Employment Insurance benefits shall be equal to 100% of the Member's regular pay for the next seven (7) weeks of the leave. Such payments shall be made as soon as possible, in accordance with (g) above, after the Member submits proof of the Employment Insurance amount that the Member is eligible for and proof that the first Employment Insurance payment has been made.

35.02.04 No sick leave credits shall be deducted as a result of payments above.



35.02.05 For pregnancy leaves, should a delivery or pregnancy related medical issue develop during the specified period of time in 35.02.01, 35.02.02, 35.02.03, , the Member may be eligible for further sick leave. It is understood that time on sick leave in these circumstances counts as time for the purpose of Sick Leave.

35.02.06. For members on statutory pregnancy leave who continue on a statutory parental leave, following the 52nd consecutive week of the combined leaves, the Board will pay the equivalent of one (1) week of the member's Employment Insurance amount at the standard parental leave Employment Insurance benefit rate.

Such payment shall be made as soon as possible after the member submits proof of the Employment Insurance amount that the member is eligible for and proof that the Employment Insurance payment has been made for the 51<sup>st</sup> week.

35.02.07 For all statutory parental leaves, except where the member has been in receipt of a pregnancy leave in respect of the birth of the same child, where the member has a one (1) week waiting period for Employment Insurance, the Board shall pay the member one week of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. For the second week of the leave, a top-up payment shall be made which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for one week except that the Board shall not be required to calculate the top-up rate based on an Employment Insurance benefit rate less than the standard parental leave Employment Insurance benefit rate.

Such payments shall be made as soon as possible after the member submits proof of the Employment Insurance amount that the member is eligible for and proof that the first Employment Insurance payment has been made.

Following the 37th week of the statutory parental leave, the Board will pay the equivalent of one (1) week of the member's Employment Insurance amount-which shall be calculated on an Employment Insurance rate that is not less than the standard parental leave rate.

Such payments shall be made as soon as possible after the member submits proof of the Employment Insurance amount that the member is eligible for and proof that the Employment Insurance payment has been made for the 36th week of leave.

35.02.08 For a member on statutory parental leave, except where the member has been in receipt of a pregnancy leave in respect of the birth of the same child, where there is not a one week waiting period prior to the receipt of Employment Insurance payments the member will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the one week of leave except that the Board shall not be required to calculate the top-up on an Employment Insurance rate less than the standard parental leave Employment Insurance benefit rate. Such payments shall be made as soon as possible after the member submits proof of the Employment Insurance amount that the member is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.

- 35.03 A permanent Member who returns to work at the expiration of the statutory leave shall be placed in the same position held by the Member prior to taking the leave or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board. Reinstatement from statutory leave under this Article shall be without loss of seniority or benefits.
- 35.04 The Board shall not terminate the employment of or layoff any Member who is entitled to a leave of absence under this Article.
- 35.05 The Board shall continue to contribute its share towards the premium cost of the Member's benefits during the period of Statutory Parental Leave unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions. Beyond the statutory leave and for the remainder of the leave, the permanent Member may retain the Member's membership in any group plan by paying 100% of the premiums owing for that time period.
- 35.06 **Adoption Leave**  
When a permanent Member expects to adopt a child, that Member should inform the Supervisor as far in advance of the adoption date as possible and request a leave in order to provide an orderly changeover.
- 35.07 **Pregnancy Leave**  
When a permanent Member is pregnant, they should inform the Supervisor at least two months in advance of the expected birth date in order to provide an orderly changeover if a pregnancy leave is required. A Member who suffers a pregnancy related illness prior to the period of statutory pregnancy leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave. In that case, the Member will not be required to use pregnancy leave unless the Member so elects.
- 35.08 **Parental Leave**  
Where a permanent Member is not entitled to a statutory pregnancy leave but is entitled to and wishes to take statutory parental leave, the Member should inform the Supervisor at least two school months in advance of the expected date the leave is required in order to provide an orderly changeover. As per the ***Employment Standards Act***, where a Member takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly.

**Article 36      Non-Statutory Extended Parenthood Leave**

- 36.01 Upon written request, a non-statutory parenthood leave may be granted to a permanent Member at the discretion of the Director or designate for a period not to exceed two (2) years. The terms of such leave shall be in accordance with 32.04, 32.05, 32.06, 32.07, and 32.08 (Leave of Absence Without Pay).
- 36.02 The Member shall provide written notice to the Board at least six (6) weeks prior to the scheduled end of the leave indicating the start and end dates of the extended leave.

- 36.03 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return.
- 36.04 Reinstatement from extended Parenthood Leave under this Article shall be at the wage that the Member would be earning had the Member worked throughout the leave.

**Article 37      Self-Funded Leave**

- 37.01 (a) Notwithstanding Article 32.04, the Board agrees to make available a Self-Funded Leave Plan to enable permanent Members who have completed the probationary period to participate in a plan whereby n years earned pay will be distributed over n + 1 or n+0.5 consecutive years.
- (b) A member of the Bargaining Unit may take a full or .5 leave. This leave must be consecutive days.
- (c) Where a half year is requested, such request must be for the first half or the second half of a school year.
- (d) Self-funded plans will be in accordance with the ***Income Tax Act***, the Regulations thereunder, any applicable Revenue Canada Income Tax Rulings on deferred salary leave plans, O.M.E.R.S. requirements, T.P.P. requirements and any other legislation governing deferred salary leave plans.
- (e) In accordance with the provisions of O.M.E.R.S. or T.P.P., a Member may purchase credit for the period of absence but must assume the full cost of the credit purchase.
- (f) The period of salary deferral shall not be less than two (2) years nor shall it exceed six (6) years. The leave period shall be taken at the end of the salary deferral period. In all cases, the leave period shall be completed within seven (7) years from the enrolment in the plan.
- 37.02 **General Terms and Conditions**
- (a) The Board shall be responsible for accruing and distributing any monies required to permit the averaging of income by the Member. The payment of wages, benefits and Member's pension plan contributions shall be such that the Employer is not required to pay more money than it would have been required to pay for the period(s) of active employment.
- (b) Subject to 37.02 (c) a Member enrolled in the plan shall continue to accumulate seniority during the period of the leave.
- (c) During the year of the leave, the Member shall not have access to sick leave usage (Article 31.01), vacation usage or accrual (Article 25), leave plans (Article 31), or paid holidays (Article 24).
- (d) During the leave year a Member may continue participation in the benefits plans with the Member paying the full cost of premiums. The arrangement for benefits must be made

prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated, when the Member returns from leave, at the same levels held by the Member prior to the commencement of the leave, in accordance with the Agreement at the time of return.

- (e) Long Term Disability premiums and any other fringe benefit premiums tied to wage levels shall be based on the annual salary the member last earned prior to the leave period.
- (f) The Parties recognize that the legislative requirements for payroll deductions, such as income tax, O.M.E.R.S., T.P.P., employment insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the Member's responsibility to make contributions that are optional. Notwithstanding the above, the Board shall make the normal deductions and remittances for these programs.
- (g) As Revenue Canada requires, the Member will be required to return to the employ of the Board for at least a period that is not less than the period of the leave of absence, after completion of the plan, unless the plan is cancelled prior to the year of leave.
- (h) Except where affected by the application of Articles 19, 10, and 11 (Layoff and Recall, Job Postings and Transfers) a Member returning from leave will be returned to the same position held by the Member prior to taking the leave or, if the position no longer exists, to an equivalent position, as agreed upon by the Bargaining Unit and the Board.

#### **37.03 Application Procedures**

- (a) Written application for participation in the plan must be submitted to the Director or designate no later than April 1 preceding the school year in which the Member wishes to begin the plan.
- (b) Written decision by the Director or designate shall be given to the Member no later than May 30, in the school year in which the application is made. Participation in the plan shall not be unreasonably denied.
- (c) A Member participating in the Plan shall be required to sign an agreement with the Board setting out conditions of the Plan. A standard written agreement between the Board and the Member shall be completed by June 25.
- (d) Applications shall clearly state both the date the leave is to commence and the number of years prior to taking the leave. In all cases, the year of leave will be in the last year of the plan.

#### **37.04 Financial Arrangements**

- (a) In each year of membership in the plan preceding the year of the leave, the appropriate proportion of wages on a per pay basis for a specified number of years will be retained by the Board in trust for the Member to be paid out during the period of the leave. Interest earned on the deferred salary shall be consistent with the Board's usual financial practices.

- (b) Such interest shall be held in the trust account for the Member and will be paid to the member during the year in which it is earned. During the period of the leave, the Board shall pay the Member the accumulated monies held in trust for the Member in accordance with the regular pay periods as per the provisions of the Agreement.
- (c) A leave period may be deferred for compelling personal reasons, at the request of the Member and with the approval of the Board. Such request for deferral must be given in writing to the Director or designate by April preceding the next school year in which the leave was first scheduled to occur. Accordingly, this change in the amended plan will result in an adjustment to the annual percentage of wages deducted. In the event that a suitable replacement is not available for a Member who has been granted a leave, the Board may defer the period of leave. Notice of such deferral shall be given in writing by April 1 by the Director or designate preceding the school year in which the leave was first scheduled to occur. In this instance, a Member may choose to remain in the amended plan, resulting in an adjustment to the annual percentage of wages deducted, or may withdraw and receive any monies accumulated to the date of withdrawal. In the latter case, repayment shall be made within thirty (30) days of the date of withdrawal.
- (d) In exceptional circumstances and with the approval of the Director or designate, a leave period may be deferred after April 1.
- (e) In all cases, the leave period shall be completed within seven (7) years from the date of enrolment in the plan.

#### **37.05 Plan Withdrawal**

- (a) A Member may apply to withdraw from the plan, as deemed acceptable under the governing legislation, before April 1st of the year prior to the September in which the leave is scheduled to commence. Such request is subject to the approval of the Director or designate and shall not be unreasonably denied. In exceptional circumstances and with the approval of the Director or designate, a Member may withdraw from the plan after April 1st.
- (b) Payment of deferred income plus accumulated interest, as applicable, shall be made to a Member withdrawing, within thirty (30) days of the approved request.
- (c) In the event of withdrawal from the plan under 37.05 (a), or in the event the Member is laid off, resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, will be paid to the Member in one lump sum within thirty (30) calendar days of notice of withdrawal, or the effective date of resignation, retirement, or redundancy.
- (d) If the Member is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the Member or the executors or administrators of the Member's estate in one lump sum within thirty (30) days of the Board receiving official notice of the above.

- 37.06 A Member who, on December 31, 1997, was enrolled in a self-funded leave plan in accordance with the provisions of the collective agreements with the predecessor boards of the Avon Maitland District School Board shall continue on the plan until it is terminated.

### **Article 38      Health & Safety**

- 38.01 The Board recognizes its obligations to provide a safe and healthful environment for Members and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.
- 38.02 The Board shall ensure that a copy of the ***Occupational Health and Safety Act*** and its accompanying relevant Regulations shall be accessible to each Member in each workplace.
- 38.03 The Board agrees to provide any training that is necessary in order for a Member to safely carry out the Member's duties.
- 38.04 In the event that the above required training occurs outside of work hours, the hours of training shall be deemed time worked and appropriate compensation or lieu time, at the appropriate overtime rate shall be provided by the Board.
- 38.05 Every reasonable effort will be made to ensure that no Member works alone during personal care procedures. Personal care may include, but is not limited to, toileting, catheterization, cleaning and draining colostomies, and tube-feeding.
- 38.06 The Board shall provide all Members with the opportunity to receive immunization for all contagious diseases which the Medical Officer of Health deems to pose a threat during the performance of the Member's normal duties, where such vaccine is available, and at no cost to the Member. Where applicable, this cost will be covered by the Benefit Plan.
- 38.07 Where a Member who serves on the Joint Health and Safety Committee must be absent from work to perform the duties required by the OHS Act, a replacement may be hired by the Board.

### **Article 39      Retraining and Upgrading**

- 39.01 Where the Board specifically requires a Member to take particular training in order to fill a position, the Board will pay the tuition cost, necessary travel expenses and/or a necessary living allowance. Other associated costs will be paid by the Board as agreed to between the Board and the Bargaining Unit.

### **Article 40      Professional Development**

- 40.01 The Board shall make every reasonable effort to provide at least one (1) full day per school year for professional development in-service for all permanent Members and Members in long term temporary or replacement positions. Such Members shall be required to participate in the scheduled professional activity sessions. Cancellation of such activities will only occur with the mutual consent of the parties. The Board will determine the scheduled date each year that may coincide with board-wide professional activity days planned by other employee groups.

The Board will pay each participating Member for the Member's regular scheduled work day. Mileage and meal expenses are the responsibility of participating Members. The Bargaining Unit agrees to equally share the cost of hosting the professional activities with the Board. The Bargaining Unit will work with the Board in organizing appropriate professional activities.

- 40.02 Notwithstanding the above, if the school year calendars do not provide for a professional activity day common to both panels, occurring between the first and last instructional day of the school year, then the parties agree to schedule separate professional activity days by panel, to occur on designated Board professional activity days which occur between the first and last instructional days of the school year.
- 40.03 Permanent Members and Members in long term temporary or replacement positions will observe as regular work days any professional activity days that occur between the first and last instructional days as per the applicable school year calendar.
- 40.04 Subject to 40.01, Members observing professional activity days as regular work days under 40.03 above, may request for the consideration of the Administrator of Human Resource Services to observe a professional activity day as a vacation, unpaid or lieu day.
- 40.05 Normally replacement and temporary Members not in a long term placement would observe professional activity days as unpaid days; however, any replacement or temporary Members who are required by the Board to attend the professional activity days shall be paid for that day for the Member's normal hours of work.

#### **Article 41     Contracting Out**

- 41.01 It is agreed that no Member will be laid off or have a reduction in hours as a result of any contracting out during the lifetime of this Agreement.

#### **Article 42     Use of Volunteers and Co-op Students**

- 42.01 The Board shall not lay off or reduce the hours of a permanent Member as a direct result of the use of volunteers, co-op students or work fare recipients during the term of this Agreement.
- 42.02 Should a strike or lock-out involving Members occur, co-op students and volunteers working directly with Members shall be reassigned.
- 42.03 Unless legislation mandates to the contrary, workfare participants will not be used to replace existing Members of the Bargaining Unit.

#### **Article 43     No Discrimination**

- 43.01 No Member shall be discriminated against with respect to terms or conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex or gender, sexual orientation, age, record of offences, marital status, family status, disability, gender identity, gender expression or union membership/activity. Where such items appear in the Ontario Human Rights Code, their definitions shall be as defined in the Code.

**Article 44     Harassment**

44.01 The Board agrees to consult with the Bargaining Unit in the development or modification of procedures which address harassment in the workplace.

**Article 45     Pay Schedule**

45.01 Permanent Members shall normally be paid every two (2) weeks.

45.02 Temporary and replacement Members shall normally be paid on a semi-monthly basis.

45.03 It is agreed that all Members shall be paid by Direct Deposit to the Member's credit in a branch of a chartered bank, Credit Union, or trust company.

**Article 46     Pay Equity**

46.01 The parties agree to maintain the Pay Equity Plan established on October 20, 2001.

46.02 The Avon Maitland DSB/OSSTF Pay Equity Job Evaluation System (GNCS) and the Pay Equity Act shall be followed to maintain the Pay Equity Plan between the Board and the Bargaining Unit.

46.03 All requests for maintenance of the Pay Equity Plan must be made, in writing, to the Director or designate from the Bargaining Unit President.

46.04 When the skills, effort, responsibilities and/or working conditions of an existing female job class have been altered, the Bargaining Unit shall have the right to request, in writing, a review of the job class.

46.04.01 Such request, identifying the change in circumstances of the job class, shall be forwarded to the Pay Equity Joint Steering Committee for consideration.

46.04.02 Should the Joint Steering Committee deny the request for review, a written explanation shall be forwarded to the applicant(s).

46.04.03 Should the Joint Steering Committee refer the review to the Joint Job Evaluation Committee, that committee shall follow the job evaluation process as outlined in the Terms of Reference for the AMDSB/OSSTF Pay Equity Job Evaluation System.

46.04.04 Should there be a wage rate adjustment, the new wage rate will be effective as of the date of the commencement of the change in circumstance of the job class, as agreed to by the Union and the Board.

46.04.05 The Parties agree to regularly review each of the female job classifications on a five (5) year rotating basis according to a schedule as agreed upon by the parties.



- 46.05 All decisions of the Joint Steering Committee shall be final and binding on all parties and shall not become the subject of a grievance.

**Article 47      Criminal Records Check**

- 47.01 The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the ***Education Act*** or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- 47.02 Access to such records and information shall be strictly limited to the Superintendent of Education (Human Resource Services) and those persons named by the Director of Education. The Superintendent of Education (Human Resource Services) shall advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 47.03 The Board shall not release any information about a Member obtained pursuant to Regulations 521/2001 of the ***Education Act***, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

**Article 48      Supervision of Students**

- 48.01 General supervision duty shall not be scheduled for any Member of this bargaining unit except for Educational Assistants.
- 48.02 Notwithstanding 48.01, DECEs may be assigned supervision duties during the work day, normally in primary grades, as determined by the school principal.
- 48.03 It is understood that 48.01 and 48.02 do not diminish any Member's obligation to assist in emergency situations.

**Article 49      Extended Day Program**

If the Board provides an employee-run extended Day Program, as contemplated in the Early Learning Program for Ontario, that is not contracted out via a third-party provider, the following shall apply:

Start and end times as identified in Article 13.05 shall not be in effect in the schools that are offering the Extended Day Program. Where It is not possible to schedule 6.5 continuous hours, the 6.5 hours for full-time employment may be non-consecutive. Supervision as outlined in Article 49 may be expanded to include children who are enrolled in the Extended Day Program. In the event that the Board offers an Extended Day Program during the months of July and August, the Parties agree to meet to discuss employment-related issues including but not limited to vacation.

Signed on behalf of The Bargaining  
Unit – OSSTF-ESSP this

29 day of August 2022

Jana McBride

Transton

Signed on behalf of the Board this

6 day of September 2022

Lisa Walsh

P22

Sheryl

McKarkheck

LETTER OF UNDERSTANDING re: HOURS OF WORK

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

The Parties agree that because of extenuating transportation issues the Members of this Bargaining Unit may be required to work between the hours of 7:30 a.m. and 4:30 p.m. at Listowel District Secondary School.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Shirley McBride

Stranston

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Signed and agreed on behalf of the Board:

Risa Walsh

R22

Smile

M. Karkheck

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LETTER OF UNDERSTANDING re: JOB SECURITY

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONAL

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Re: Job Security

Notwithstanding Article 13.01 and Article 19, (Lay-off and Recall), permanent Members employed by the Board as at January 1, 2005 shall see no reduction in regular weekly hours of work in effect as at January 1, 2005 from the date of ratification of this collective agreement until a new collective agreement has been negotiated, except with the written consent of the Member, or except where the Member chooses to move into a position of fewer hours per week.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario, this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Lura McBride  
Cranston  
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Signed and agreed on behalf of the Board:

Lisa Walsh  
P22  
Smile  
JK Karkheck  
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LETTER OF UNDERSTANDING re: APPRENTICESHIP PROGRAMS

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Re: Apprenticeship Programs

The Board agrees to consult the Union prior to the Board participating in any apprenticeship program that affects this Bargaining Unit.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Lina McBride  
20 Cranston  
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Signed and agreed on behalf of the Board:

Lisa Walsh  
PL  
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McKerhick  
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LETTER OF UNDERSTANDING re: PAY EQUITY

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

For the purposes of Pay Equity, the parties agree that the position of AV tech will remain on the wage grid only for the duration of this Collective Agreement or until such time as the parties agree to a replacement male comparator job classification, whichever comes first.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Trina McBride  
Danston

Signed and agreed on behalf of the Board:

Lisa Walsh  
Rz  
One  
Th Karkheck



LETTER OF UNDERSTANDING re: TRAVEL ALLOWANCE

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Members, identified below, who are required to provide a vehicle as a condition of employment and who incurred insurance costs shall be entitled to a travel allowance of \$250.00 per year, upon submission of verification of said coverage.

Computer Trainers, Network Technicians, Hardware Technicians, ESL EA's, Student Support Team EA's, Job Coaches.

Newly identified positions that require the use of a vehicle as a condition of employment may be added to the list upon consultation between the Board and the Bargaining Unit.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Laura McBride  
Oranston

Signed and agreed on behalf of the Board:

Lisa Walsh  
R2  
Sm  
En Kirkbeck



LETTER OF UNDERSTANDING re: JOB DESCRIPTIONS

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

The parties agree to that a request to change or a dispute regarding job descriptions will be the subject of a Labour Management meeting.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

*Aina McBride*  
*Cranston*  
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Signed and agreed on behalf of the Board:

*Lisa Walsh*  
*R. R.*  
*Shirley*  
*Th. Karkheck*  
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LETTER OF UNDERSTANDING re: Tracking Lieu Time

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

The parties agree to provide Members and Supervisors direction regarding access to, and tracking of, lieu time.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Lina McBride

Cranston

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Signed and agreed on behalf of the Board:

Lisa Walsh

R. J. J.

Smile

Mark Heck

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LETTER OF UNDERSTANDING re: EA STAFFING

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

**GRANDPARENTING OF EA1 MEMBERS**

Notwithstanding Article 9 of the Collective Agreement:

1. Educational Assistants holding permanent EA1 positions as at March 31, 2006 and who are performing personal care duties as defined by the Pay Equity Plan dated November 1, 2001 have been identified and placed on the Grandparented EA1 list. Such EAs shall be notified of being placed on the list.
2. Grandparented Educational Assistants who are available for transfer in accordance with Article 9, shall be placed into vacant and available assignments which require personal care duties as defined above in accordance with Articles 9 and 11.07 of the Collective Agreement.
  - a. Grandparented Educational Assistants transferred or placed into such vacant assignments shall remain in the EA1 job classification and remain on the Grandparented EA1 list.
  - b. Grandparented Educational Assistants who voluntarily transfer or are administratively transferred out of an EA1 position shall be removed from the Grandparented EA1 list.
  - c. Red-circling in accordance with Article 11.07 will occur for EA1s who are administratively transferred out of an EA1 position.
3. In situations where Grandparented Educational Assistants are **not** deemed available for transfer due to site-based seniority and in accordance with Article 9, and where the site does not require EA support to provide personal care duties as defined by the Pay Equity Plan, such Grandparented EA(s) shall have the option:
  - i) to be administratively transferred to an available EA2 position **at that same site**, provided the Member has the suitable skills, abilities, qualifications and past work records. Such Member(s) shall be red-circled in accordance with Article 11.07 of the Collective Agreement; or,
  - ii) to request a voluntary transfer to a vacant and available position at another site.If the Grandparented EA1 cannot be placed according to either of the above options, then the EA1 will be placed in accordance with Article 9 of the Collective Agreement.
4. The Parties agree to review this procedure with all Educational Assistants and to promote the use of the Voluntary Transfer process to facilitate staffing transfers.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Shirley McBride

Dr. Cranston

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Signed and agreed on behalf of the Board:

Paul Walsh

[Signature]

[Signature]  
McKerkeck

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LETTER OF UNDERSTANDING re: SKILLS SHORTAGE ALLOWANCE

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Re: Skills Shortage Allowance

The Parties agree that, as a result of market conditions and while a skills shortage exists, a skills shortage allowance shall be provided by the Employer for the Network Technician position at \$1.50 per hour effective September 1, 2007.

The Parties further agree that Sections 8 (1) e) and 8 (2) of the Pay Equity Act have been met. Furthermore, if there is a complaint which is supported by a Review Officer, the Parties agree that the pay rate for pay equity purposes is the actual grid rate.

The Parties recognize that the allowance may be amended at the expiry of the collective agreement should the skills shortage cease to exist.

The terms of this Letter of Understanding are grievable and arbitrable under Article 8 of the Collective Agreement.

Dated at Seaforth, Ontario, this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Jana McBride  
W. Cranston  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed and agreed on behalf of the Board:

Lisa Walsh  
R. Z.  
Shirley  
Tr. Karkheck  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at Seaforth, Ontario this 29 day of August, 2022.

Signed and agreed on behalf of  
The Bargaining Unit -OSSTF-ESSP:

Laura McBride  
Oranston

Signed and agreed on behalf of the Board:

Lisa Walsh  
[Signature]  
[Signature]  
McKerkeck

LETTER OF UNDERSTANDING re: Grid Level Review

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF) DISTRICT 8  
EDUCATION SUPPORT STAFF PROFESSIONALS

AND

THE AVON MAITLAND DISTRICT SCHOOL BOARD

Effective upon ratification, as per Article 46 of the Collective Agreement, the parties agree to use the Pay Equity Act/ Job Evaluation processes to determine the appropriate grid level for new positions and for positions that may have changed. The parties also agree to review and adjust as required the certification requirements and responsibility allowances for technicians.

On Behalf of the Board

Lisa Walsh  
PZ  
Sm  
Mr. Karkheck  
   
   
 

On Behalf of ESSP District 8

Shana McBride  
Oranston

**SUBJECT: SICK LEAVE CREDIT PLAN**

**POLICY:** That the Perth County Board of Education maintain a sick leave credit plan.

**ACCOUNTABLE**

**FOR POLICY:** Administrator of Human Resources and Legal Counsel

**ADOPTED:** September 1, 1977                      Applicable to permanent employees hired prior  
**EFFECTIVE:** September 1, 1977                      to and including **May 24, 2000** in the former  
**REVISED:** November 17, 1992                      Perth County Board of Education as well as new  
   permanent employees hired after **May 24, 2000**.

**REVIEW BY:** 1996-97

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**POLICY REGULATION:**

This policy 3:11, as revised, supersedes and replaces all previous plans and is to be effective September 1, 1977.

**SICK LEAVE CREDIT RETIREMENT GRATUITY PLAN**

**Part 1: General**

1. The Board's Sick Leave Credit Retirement Gratuity Plan set out below supersedes and replaces all other Retirement Gratuity Plans of the Perth County Board of Education and its predecessor boards covering classification of employees stated in Part, 1, Paragraph 5, of the SICK LEAVE CREDIT PLAN described in Policy 3:11, and the only retirement gratuity benefits that might be payable by the Perth County Board of Education are by virtue of this Plan, except as might be otherwise expressly agreed in collective agreements between the Board and certain employee groups. This gratuity plan does not apply to part-time employees in any classification.

**Part 2: Eligibility - Effective June 14, 2005**

2. (a) An employee having at least ten years' continuous full-time employment immediately prior to retirement, with the Perth County Board of Education or the boards for which the Perth County Board of Education assumed assets and liabilities, who retires from employment for reasons acceptable to the Board, shall have their salary continued for a period equal to 50% of their accumulated sick leave credit for the continuous period by payment hereunder shall not exceed one-half of the annual salary rate of the employee for the best twelve (12) consecutive months in the three (3) years immediately preceding the retirement. In this Part, the term "salary rate" shall be interpreted as being the normal rate of pay (excluding overtime, shift premium, fringe benefits, etc.) during the best twelve (12) consecutive months in the three (3) years immediately preceding retirement and shall be averaged.



(b) Acceptable reasons for retirement shall be:

- (i) Age 65 or older for any employee;
- (ii) Retirement at the request of the Board (not to be interpreted as dismissal);
- (iii) Qualification for Normal Retirement Pension under O.M.E.R.S.;
- (iv) Forty years' teaching service, acceptable to the Teachers' Superannuation Commission or qualifications under the Teachers' Superannuation Act for an "A" pension;
- (v) Qualifications under the Teachers' Superannuation Act for a "B" pension;
- (vi) Qualifications under the Teachers' Superannuation Act for a "C" pension.

3. (a) Calculation of Retirement Gratuity shall be as follows:

$$\text{Maximum Retirement Gratuity} = \frac{\text{accum. sick leave}}{2} \times \frac{\text{salary rate}}{240^*}$$

(\*or 200 if based on 10 months)

Actual Gratuity payable shall not be greater than the allowance in the following schedule:

<u>Years of Service</u>		<u>Maximum Allowance</u>
10	20%	of annual salary rate for the year immediately preceding retirement
11	22%	
12	24%	
13	26%	
14	28%	
15	30%	

and for each additional year of continuous service a further 2% up to a maximum allowance for twenty-five (25) years and over, 50% of annual salary rate of the employee for the year immediately preceding retirement.

- (b) A gratuity shall be paid in not more than two payments within one year of the employee's retirement.
- (c) In the event of death of an employee who has retired, any gratuity owing but unpaid in accordance with the foregoing terms and conditions shall be paid to his legal representative.
- (b) The Board agrees that effective November 20, 2000, the divisor of two hundred (200) days will be used in the sick leave gratuity calculation for ten (10) month employees covered under the former Perth County Board of Education Sick Leave Credit Retirement Gratuity Plan, which covers permanent employees hired prior to May 24, 2000 in the former Perth County Board of Education as well as permanent employees hired after May 24, 2000.

## Appendix C - Huron Sick Leave Gratuity Plan

Applicable to permanent employees hired prior to and including May 24, 2000 in the former Huron County Board of Education.

### ARTICLE X - SICK LEAVE AND WELFARE - **Effective June 14, 2005**

10.01 (c) Upon termination of employment for any reason, employees having twelve (12) or more years continuous service with the Board or one (1) of its predecessor Boards shall be entitled to receive a cash settlement of sick leave accumulation. This cash settlement will be based on the annual salary of the Employee for the best twelve (12) consecutive months in the three (3) years preceding retirement exclusive of overtime and vacation pay and the ratio sick leave accumulation to the total possible sick leave accumulation. If an employee leaves the employment of the Board, receives a payment under this clause, and later returns, there will be no further cash settlement upon retirement. If an employee should die while in the employ of the Board, such cash settlement will be made to the estate of the employee. In no instance can an employee receive a greater gratuity than one-half (½) his/her annual salary at time of retirement.

Payment shall be based on the following formula

$$\frac{\text{S.A.}}{\text{P.S.A.}} \times \frac{\text{S}}{2}$$

S.A. = Unused sick leave accumulation

P.S.A. = Total possible sick-leave accumulation

S = Actual salary for the twelve (12) months immediately proceeding retirement exclusive of overtime and vacation pay

Upon termination of employment as a result of compulsory retirement at age 65, an employee shall be entitled to receive a pro-rated cash settlement of sick leave accumulation if the individual has more than five (5) continuous service but less than twelve (12) years of service.