

# **COLLECTIVE AGREEMENT**

*BETWEEN*

**THE PROFESSIONAL STUDENT SERVICES PERSONNEL  
of the  
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
– DISTRICT 8**

and

**THE AVON MAITLAND DISTRICT SCHOOL BOARD**

for the period  
September 1, 2019 to August 31, 2022



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

## **C5.00 CENTRAL GRIEVANCE PROCESS**

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

### **C5.1 Definitions**

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

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

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the central parties.
- iii. The central parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.

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

### C5.3 Language of Process

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

- a) Where such a dispute is filed:
  - i. The decision of the committee shall be available in both French and English.
  - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

### C5.4 Grievance Shall Include:

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



#### C5.5 Referral to the Committee

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

#### C5.6 Voluntary Mediation

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

#### C5.7 Selection of the Arbitrator

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

## **C6.00 EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED)**

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

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

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

## **C7.00 SPECIALIZED JOB CLASSES**

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

## **C8.00 WORK YEAR**

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

## **C9.00 STAFFING COMMUNICATION**

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

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

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

## **C10.00 BENEFITS**

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

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

#### C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

#### C10.2 Eligibility and Coverage

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

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

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

#### C10.3 Funding

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

- a) A reconciliation process based on the financial results for the OSSTF/FEESO-EW benefit plan for the school year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655 per FTE. The reconciliation will adjust the amount per FTE as of September 1, 2022.
  - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
  - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the OSSTF/FEESO-EW benefit plan

on the OSSTF ELHT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees, optional employee benefit costs and any temporary benefit plan enhancements (including but not limited to any reductions to premium share or premium holiday). The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement.

- iii. The total cost of the OSSTF/FEESO-EW benefit plan per FTE represents a) ii. divided by the actual average FTE for the 2021-22 school year reported by school boards in the staffing schedule by Employee/Bargaining group for the school year ending August 31, 2022.

- b) The funding amount prior to September 1, 2019 was \$5489/FTE. This funding amounts shall be increased by:
  - September 1, 2019: 1%
  - September 1, 2020: 1%
  - September 1, 2021: 1%

Funding shall be made retroactive to September 1, 2019.

- c) Funding changes described in a) and b) are contingent on the OSSTF ELHT agreeing that any plan enhancements (including but not limited to any reductions to premium share or premium holidays) to the OSSTF/FEESO-EW benefit plan shall be temporary for the term of the collective agreement and consistent with the following parameters:
  - i. The Claims Fluctuation Reserve shall not decrease below 25% of total OSSTF/FEESOEW 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 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 parttime their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

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

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

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

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

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

- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.



- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDLP 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 STLDLP.
- 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 of Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

### **C13.00 MINISTRY INITIATIVES**

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

### **C14.00 PROVINCIAL FEDERATION RELEASE DAYS**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

- 1. An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2. If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
  - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and (b) the Employee's salary as of August 31, 2012.

3. If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
4. For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
5. For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have ten (10) years of service with the board:
  - i. Near North District School Board
  - ii. Avon Maitland District School Board
  - iii. Hamilton-Wentworth District School Board
  - iv. Huron Perth Catholic District School Board
  - v. Peterborough Victoria Northumberland and Clarington Catholic District School Board
  - vi. Hamilton-Wentworth Catholic District School Board
  - vii. Waterloo Catholic District School Board
  - viii. Limestone District School Board
  - ix. Conseil scolaire catholique MonAvenir
  - x. Conseil scolaire Viamonde

**B. Other Retirement Gratuities**

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

## APPENDIX B – ABILITIES FORM

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

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

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

<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 pointment 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 <input type="checkbox"/> hour 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>	<b>Stair Climbing:</b>	<b>Use of hand(s):</b>	

<input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching Other (please specify):	<b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):
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<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
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**2B: COGNITIVE (please complete all that is applicable)**

<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do)** for all medical conditions:

**3: Health Care Professional to complete.**

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: <b>dd</b> <b>mm</b> <b>yyyy</b>	

<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>	
<b>Date:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Signature:</b>	

**LETTER OF AGREEMENT #1**

BETWEEN

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

AND

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

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

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

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

## LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2022.



**LETTER OF AGREEMENT #3**

BETWEEN

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

BETWEEN

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

AND

**The Crown/Couronne**

RE: Provincial Working Group - Health and Safety

The parties agree to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

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

## **LETTER OF AGREEMENT #4**

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2020/2021, and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

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

- 1) Two (2) Professional Activity days in each of the years outlined above that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a School Board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

## LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

### Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2014-2017 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

### Issues:

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

Re: Additional Professional Activity (PA) Day

The parties confirm that there will continue to be seven (7) PA days per school year during the term of this collective agreement. There will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of the seventh PA day. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as Sulp days.

**LETTER OF AGREEMENT #7**

BETWEEN

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

AND

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

AND

**The Crown/Couronne**

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

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

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

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

## **LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Online Reporting Tool for Violent Incidents**

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

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

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

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

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

## **LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

The Crown

**RE: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

## LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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



**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

The Crown/Couronne

RE: Benefits

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

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

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

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

**1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

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

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

#### 2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:

- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
- 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

#### 3.0.0 FUNDING 3.1.0 Start-Up Costs

3.1.1 The Government of Ontario will provide:

- d. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
- e. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day

the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

### 3.2.0 On-Going Funding

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
  - a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.

3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
  - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.  
Total Cost excludes retiree costs and casual employee costs. The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
  - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
  - i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).  
Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all

agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit, ii) the deficit described in i) is not related to plan design changes, iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit. If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31<sup>st</sup> of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- l. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the OSSTF Provincial Office.
- m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.
- n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

#### 4.0.0 TRANSITION COMMITTEE

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

#### 5.0.0 PAYMENTS

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

#### 6.0.0 ENROLMENT

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.

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

#### 7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

#### 8.0.0 CLAIMS SUPPORT

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

#### 9.0.0 PRIVACY

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

## **Appendix A – HRIS File**

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

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



**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

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

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

**1. Pregnancy Leave Benefits**

Definitions

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

### Common Central Provisions

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

- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

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

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

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

- 1.01 The purpose of this Collective Agreement, hereinafter referred to as the "Agreement", is to establish a mutually satisfactory relationship between the Board and certain classifications of its employees represented by the Federation; to establish rates of remuneration which, except for error, inadvertence, or omission, shall govern the computation and payment of the salaries, wages and allowances; to establish terms and conditions of employment for such employees, and to provide a process for the settlement of all matters in dispute between the parties that arise out of the terms of this Agreement.

## **ARTICLE 2 - RECOGNITION AND SCOPE OF AGREEMENT**

- 2.01 The Bargaining Unit shall be comprised of all employees of the Board employed as Speech-Language Pathologists, Psychometrists, Psychologists, Psychological Associates, and Attendance Counsellors, save and except supervisors and those above the rank of supervisor.
- 2.02 The parties agree that any person who works for the Board under an individual written contract of service shall not be considered to be an employee for purposes of this Agreement. Effective upon ratification, the Board will not contract out a position normally covered by the Agreement while an employee covered by the Agreement in that position is on lay-off or working reduced hours. The parties agree that no employee covered by this Collective Agreement will be laid off or have a reduction in hours as a result of any contracting out during the lifetime of the agreement.
- 2.03 The Board agrees to recognize the right of the Federation to authorize any agent, counsel, solicitor, or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement. The Federation and Bargaining Unit recognize similar rights for the Board.
- 2.04 The Board recognizes the negotiating team of the Bargaining Unit as the sole and exclusive group authorized to negotiate on behalf of the employees identified in 2.01 above. The Federation and Bargaining Unit recognize similar rights for the Board.
- 2.05 The Board recognizes the right of the Federation to represent an employee at any meeting when the conduct or competence of the employee is being questioned. The Board or its representatives will advise the employee of this right prior to such a meeting.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 "Board" means the Avon Maitland District School Board.
- 3.02 "Federation" means the Ontario Secondary School Teachers' Federation.
- 3.03 "Bargaining Unit" means Professional Student Services Personnel who are members of District 8 of the Federation and who are employed by the Board.
- 3.04 "Director" means the Director of Education for the Board.
- 3.05 "Administration" means the Director of Education for the Board, and the Supervisory Officials, or those acting as designates of the aforementioned officers.
- 3.06 "Classification" means each of the four positions of Psychometrist, Psychologist/Psychological Associate, Speech-Language Pathologist and Attendance Counsellor.

3.07 "Employee" means a member of the Bargaining Unit.

#### **ARTICLE 4 - TERM OF AGREEMENT**

4.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement, as those terms are defined in the *Ontario Labour Relations Act*.

4.02 During this Agreement, any amendments, deletions, additions or deviations to or in the clauses shall be made only by mutual consent of the parties in writing.

#### **ARTICLE 5 - EMPLOYER'S MANAGEMENT RIGHTS**

5.01 The management of the Board's operations and the direction of its employees in all respects shall be vested exclusively with the Board, and such authority shall only be limited or fettered by express stipulation in this Agreement, or by applicable sections of governing legislation. Anything not so expressly mentioned is reserved as solely a matter of Board concern and shall not be the subject of grievance or sanction by the Federation or its members.

5.02 Code of Ethics

The Board and the Federation acknowledge the responsibility of employees to comply with the codes of ethics of their respective professional organizations to the extent that such codes comply with the Statutes of Ontario and respective Regulations.

5.03 The Board agrees to provide notification to the employees of the name(s) of their supervisor(s), which may be amended from time to time.

#### **ARTICLE 6 - UNION MEMBERSHIP AND CHECK-OFF**

6.01 All employees shall, as a condition of employment, maintain their union membership to the extent of paying union dues. All new employees shall join the Federation within thirty (30) days of employment and shall maintain membership to the extent of paying union dues.

6.02 On each pay date on which an employee receives a pay cheque, the Board shall deduct from each employee's pay the union dues and other local levies chargeable by the Federation. The amount to be deducted shall be determined by the Federation in accordance with its constitution and shall be communicated to the Board annually no later than June 30<sup>th</sup> of each year to be effective the following September.

6.03 No later than the 15<sup>th</sup> day of the month following the month in which deductions are made under this Article, the provincial union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive. At the same time, the local levies deducted shall be remitted to the Treasurer of District 8, OSSTF. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the pay period and the amount deducted.

#### **ARTICLE 7 - FEDERATION - BOARD NOTICES**

7.01 The Board agrees to post an electronic copy of the current Collective Agreement in a mutually agreed upon location on the Board's electronic platform.

7.02 The Bargaining Unit agrees to notify the Board annually in writing of the names of its representatives as follows: officers; bargaining committee members; and grievance committee members.

- 7.03 The Board shall provide the Bargaining Unit with all necessary information (documentation) relating to the following matters for employees on a current basis:
- (a) a list of all employees showing names, address, and classification, ranked according to years and months of service.
  - (b) copies of job postings, job awards, promotions, demotions and transfers.
  - (c) hirings, discharges, suspensions, written warnings, resignations, retirements, and deaths.
  - (d) available information relating to benefits including pension and welfare plans.
- 7.04 The Board agrees to make Board premises available at reasonable times and in reasonable locations, provided proper notice is given, for the purpose of membership meetings, executive meetings, and conferences between officers, committee members, and employees.

#### **ARTICLE 8 - NO DISCRIMINATION**

- 8.01 The Board shall not discriminate against an employee with respect to terms or conditions of employment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, religion, union membership or activity, or political affiliation or activity. Where such items appear in the *Ontario Human Rights Code*, their definitions shall be as defined in the Code.

#### **ARTICLE 9 - SENIORITY, LAYOFF AND RECALL**

- 9.01 New employees shall be considered to be on probation for the first six (6) months of employment.
- 9.02 The Board shall prepare a seniority list annually, to be effective January 1 of each year, listing employees in order of date of the most recent commencement of service with this Board. Such list shall be posted by January 15. Where employees started work on the same date, their seniority shall be determined with the employee receiving more seniority who has:
- (a) greater accumulated full-time equivalent experience with this Board and where this is equal;
  - (b) greater outside experience recognized in writing by the Board at time of hiring, and where this is equal;
  - (c) the seniority shall be determined by drawing lots, in a manner agreed to by the Board and the Bargaining Unit.
- 9.03 In the event of layoff or recall, employees, within each classification, will be laid-off or recalled in accordance with their ranking on the seniority list from the most junior to the most senior for layoffs and from the most senior to the most junior on recall.
- 9.04 Seniority rights shall cease for any one of the following reasons when an employee:
- (a) resigned their employment;
  - (b) is discharged and is not reinstated through the grievance procedure or arbitration;
  - (c) has not been recalled in accordance with Article 9.05.
- 9.05 An employee who has been laid-off shall have the right of recall to a vacant position in the classification held at time of layoff.



The right of recall shall extend for two years from the date of layoff. Seniority shall continue to accumulate while an employee is waiting to be recalled.

An employee who has been laid-off must notify the Director or designate by registered letter no later than March 1st of each year that they wish to remain on the recall list for the following year.

Employees on the recall list shall be responsible for informing the Board and the Bargaining Unit of any new areas of qualification and of any change of address

The Board shall notify the employee being recalled in writing by registered mail to the last known address and such employee shall notify the Board of acceptance no later than fourteen (14) days of receipt of the letter. This time may be extended due to injury, illness or other reasons deemed acceptable by the Board. Failure to notify the Board in accordance with this Article shall terminate the right of recall of the employee.

#### 9.06 Staffing Communication

- (a) Each year, normally prior to June 30, the Board will meet with the Bargaining Unit to communicate the number of PSSP FTE proposed positions for the coming school year, subject to the approval of the Board budget.
- (b) No surplus/layoff/redundancy declarations shall be made until such time as the Bargaining Unit has been notified.
- (c) Any release time required for this purpose will not be charged against local collective agreement federation release time.

### **ARTICLE 10 - DISCHARGE, SUSPENSION AND/OR DISCIPLINE**

10.01 The Board agrees that an employee may be only dismissed, suspended or disciplined for just cause.

10.02 The employee shall be notified in writing of the grounds of discharge, suspension, and/or discipline. The Bargaining Unit shall receive a copy.

### **ARTICLE 11 - LEAVE OF ABSENCE WITHOUT PAY**

11.01 Leave of absence without pay for a period of up to one (1) year may be granted to an employee at the sole discretion of the Director or designate.

11.02 Written requests for leave without pay shall be directed to the Director or designate and shall be received no later than October 15 for a leave to begin January 31 and no later than April 10 for a leave to begin September 1, unless other mutually agreeable dates are arranged.

11.03 An employee may request an extension to the leave without pay by notifying the Director or designate, in writing, within the dates specified in 11.02 above.

11.04 If an employee decides not to return to the Board following a leave of absence without pay, the Board should be notified as soon as possible of the decision and not later than three (3) months prior to the termination date of the leave.

11.05 Requests for leaves of absence to work part-time for the next school year shall be granted to employees as outlined in 11.02 above. All salary, benefits and working

conditions that apply to part-time employees shall apply to employees on a part-time leave.

- 11.06 An employee may at their expense maintain their benefits in accordance with the Central Terms Section C10 Benefits. The responsibility of making these arrangements rests with the employee.
- 11.07 During the leave of absence, the employee shall not accumulate sick leave credits. On return to work, the employee shall not suffer any loss of accumulated sick leave credits or other benefits accrued prior to the leave.
- 11.08 During the period of absence, the employee shall not receive credit for work experience. Upon return to work, the employee shall not suffer any loss of seniority accumulated before the leave of absence and shall continue to accumulate seniority during the leave of absence.
- 11.09 Long Term Leaves of Absence for Reasons of Illness, Accident or Disability

An employee who is absent from work for reasons related to illness, accident or disability shall be granted long term leave of absence without pay when the employee's sick leave credit is exhausted and/or the employee is in receipt of long-term disability benefits. The terms of such long term leave of absence without pay are as detailed in Articles 11.04 through 11.07.

If an employee who is absent for reasons related to illness, accident or disability for 36 consecutive months, or for a longer period of time extended by sick leave credits, wishes to return to work, the employee must notify the Director or designate, no later than April 1 prior to the school year in which the employee wishes to return to work, by registered letter of the desire to return to work. It is agreed that, in circumstances where an employee is not able to give the notice as required above, every reasonable effort will be made to provide the employee with a position. The employee must provide a doctor's certificate verifying the employee's ability to return to work.

Notwithstanding the above, the Board acknowledges its responsibility to accommodate the return to work of an employee in accordance with prevailing legislation.

11.10 Approved Unpaid Days (AUD)

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 Supervisor and the Director, or designate. Approvals will not normally include: the extension of holiday periods and the first two weeks of a new school year or semester

## **ARTICLE 12 - EMPLOYEE FUNDED LEAVE PLAN**

- 12.01 The Board agrees to make leaves of absences available to enable employees to participate in a plan whereby N years (or half years) earned pay will be distributed over N + 1 consecutive years (or half years) according to the following regulations.

Employee funded leaves will be in accordance with the *Income Tax Act*, the Regulations thereunder and Revenue Canada's Income Tax Rulings on deferred salary leave plans.

Such leave will commence no later than six years after salary deferral commences.

- 12.02 The employee will be permitted to enroll in the plan only upon the written recommendation of the Director or designate.
- 12.03 Written application for participation in the plan shall be submitted to the Director or designate no later than April 15 preceding the school year in which the employee wishes to begin the plan.
- Written acceptance or rejection with reasons(s) by the Director or designate shall be given to the employee no later than May 30, in the year application is made. When the employee's application is accepted, a written standard agreement between the employee, the Board and the Bargaining Unit shall be completed and signed prior to June 25, in the year application is made. No commitments shall be assumed to rest on any party until the agreement is signed.
- 12.04 The employee shall have the right to withdraw from the plan only for personal compelling reasons up to the March 15th immediately preceding the school year in which leave is to be taken. However, after consultation with the Director or designate, an employee may withdraw from the plan after March 15 and by a stipulated date. Such agreement to delay the final withdrawal date shall be in writing. Withdrawals may not be permitted within five (5) months of the commencement of leave, where the Board has committed itself to replacement arrangements.
- 12.05 The Board shall make every effort to have the replacement hired one (1) month prior to the last day of work before the leave. Should an adequate replacement not be obtained for the year of the leave, the employee will be permitted to defer the leave until the next year or shall be permitted to withdraw from the plan. The Board shall notify the employee before the last day of work that the leave may be deferred or cancelled. In the event no suitable replacement is found by one month before the commencement of the leave, the employee shall be immediately notified that the leave must be deferred. In any event, the employee shall be notified immediately upon the hiring of any replacement.
- 12.06 During the year (or half year) of leave, there shall be no sick leave coverage or sick day crediting or accumulation, but other benefits may be continued at the discretion of the employee with the employee paying the full cost of premiums. The arrangements 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 employee returns from leave at the same levels held by the employee prior to commencement of leave.
- The parties recognize that the legislative requirements for payroll deductions, such as Income Tax, O.M.E.R.S., Employment Insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the employee's responsibility to bring contributions that are optional up to 100% for the period of the leave.
- 12.07 Should an employee withdraw from the plan according to Article 12.04 and 12.05 or should an employee die or resign from the employ of the Board prior to taking leave, the Board shall pay to the employee or the employee's estate or beneficiary, any withheld monies together with interest accrued in the trust account. Such payments shall be made within thirty (30) days of the Board receiving official notification of the above.

- 12.08 Subject to Article 9, an employee enrolled in the plan shall continue to accumulate seniority during the year (or half year) of leave.
- 12.09 An employee enrolled in the plan shall not receive work experience credit for the year (or half year) of leave for purposes of salary increments.
- 12.10 An employee returning from leave will be given the employee's position at the time the leave commenced.
- The employee 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 employee's leave of absence after completion of the plan, unless the plan is cancelled prior to the year of leave.
- 12.11 Employees enrolled in the plan are subject to all provisions of this Agreement in the same manner as if they were not enrolled in the plan.
- 12.12 (a) All applications for an N/(N+1) plan must clearly state both the date the leave is to commence and the number of school years (or half years) prior to taking leave. In all cases, the year (or half year) of leave will be in the last year (or half year) of the plan.
- (b) In each year (or half year) of membership in the plan preceding the year (or half year) of the leave, an employee will be paid  $[N/(N+1)] \times 100\%$  of the salary and applicable allowances normally earned. The remaining salary and allowances will be retained by the Board and deposited in an individual trust account for the employee and will be paid to the employee in the year (or half year) of the leave.

The calculation of interest under the terms of the plan shall be done in accordance with the practice of the Financial institution with which the Board deals on a day-to-day basis. The trust and accounts so established shall be at the optimum rates possible through and by that institution.

During the period of the leave, the Board shall draw from the trust and pay to the employee the total of the deferred monies plus all accrued interest either, (i) in instalments conforming to the regular pay periods and in proportional amounts set forth in Article 17 for the year (or half year) of the leave less necessary deductions or (ii) in special extenuating circumstances, in one or two lump sums, if requested by the employee. In the latter case, the necessary deductions will be taken from the lump sum(s) in sufficient amounts to cover the period of payment that the lump sum(s) represent(s).

## **ARTICLE 13 - SICK LEAVE/SEVERANCE PAYMENT PLAN**

### **13.01 Sick Leave Plan**

- (a) Sick leave is provided as in Section C12.0 of Part A: Central Terms. The Board shall administer a sick leave plan and maintain a sick leave account for each employee. The account shall show a record of the employee's credited, accumulated and used sick leave. An electronic statement of the account shall be available to the employee on the Board's chosen electronic platform.
- (b) Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the employee upon the request by the Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.

- (c) WSIB top up benefits are provided as in Letter of Agreement 9, Section 2, of Part A: Central Terms.

It is agreed that, when an employee is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:

- (1) The Loss of Earnings Benefits shall be remitted to the Board.
- (2) The employee 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 September 1, 2012, the period of four years and six months shall be reduced by the length of time for which the employee received such benefits.
- (3) Where a residual permanent loss of physical ability to perform or a deficiency described by the Workplace Safety and Insurance Board as less than "100% physical capability" results, the employee shall retain the award:
  - (a) at any time if received as a lump sum,
  - (b) commencing with the first day of return to work if received as a continuing benefit.
- (d) 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.

#### 13.02 Severance Payment Plan

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:

- (a) An employee, having at least ten years of continuous employment immediately prior to retirement with the Board or its predecessor boards who retires from employment for reasons acceptable to the Board shall be eligible to receive a severance payment using the calculation provided below. Such payment shall in no circumstances exceed one-half of the annual salary rate of the employee for the 12 months immediately preceding retirement. In this respect, the term 'annual salary' shall be interpreted as being the normal rate of pay, excluding overtime, benefits, etc, during the year immediately preceding retirement and shall be averaged if the rate changed during the year.

Reasons for retirement shall be:

- (1) age 65 or older; and
- (2) receipt of a pension or the commuted value of a pension at the time of retirement.

#### Calculation of Severance Payment Plan

$$= \frac{\text{accumulated sick leave}}{2} \times \frac{\text{annual salary}}{200 *}$$

(\*or 240 if work year based on 12 months)

The gratuity payable shall not be greater than the allowance in the following schedule:

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

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

- (b) The Severance Payment shall be paid immediately following separation from the Board. An employee may choose the option of receiving two payments spread out over one year following separation. Under such two-payment option, the Board shall not be expected to pay any interest.
- (c) In the event of death of an employee after retirement, any gratuity accrued but unpaid in accordance with the foregoing terms and conditions shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the employee, shall be paid to the estate.

In the event of death of an employee with a minimum of ten years' continuous employment, prior to death, with the Board and where death occurs prior to retirement, the benefits of this plan shall be calculated specific to the deceased employee and this amount shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the employee, shall be paid to the estate.

#### **ARTICLE 14 - SHORT TERM PAID LEAVES OF ABSENCE**

##### 14.01 (a) Special Leave

Leave of absence on special grounds without loss of pay, benefits or sick leave credits for a total of not more than two (2) days in a work year may be granted at the discretion of the supervisor for:

- essential personal matters
- personal reasons not including a person's business
- family illness
- University/College examinations
- attendance at summer courses that commence prior to the end of the school year
- personal/family involvements in weddings, graduations, and other such ceremonies
- religious holy days

- family involvement around the time of adoption of a child
- divorce and/or child custody proceedings

In addition to the two (2) special leave days as noted above, an employee may be granted one (1) special leave day each school year for reasons other than illness, with pay and without loss of benefits or loss of sick leave credit. It shall be understood that such absences shall not require replacement personnel. Such leave requests will be subject to the approval of the employee's supervisor and will not be unreasonably denied. Approval dates will not normally include: the commencement or conclusion of summer break.

- (b) In addition to the above, a supervisor may grant additional leaves of up to one half day with full pay and no loss of special leave or sick leave credits. Such leaves shall not make use of replacement staff. Such leaves shall not be counted as part of the leave time allowed in Article 14.02 (a).
- (c) One (1) additional special leave day for Family Care without loss of pay, benefits or sick leave credits shall be granted by the employee's supervisor, where no replacement is required.

14.02 Employees are entitled to ten (10) days of leave without pay pursuant to Section 50 of the Employment Standards Act, 2000. Where employees have accessed Special Leave for family illness under Section 14.01, such days shall be subtracted from the ten (10) days of leave without pay allowed in the *Employment Standards Act, 2000*.

#### 14.03 Bereavement Leave

- (a) Absence of up to five (5) days per occasion shall be granted without loss of pay, benefits or sick leave credits where absence is due to a death in the immediate family. Immediate family shall mean the employee's spouse/partner and the parents/former guardians, brother/brother-in-law, sister/sister-in-law, child, grandparents, grandchildren, step-sister and step-brother of the employee or the employee's spouse/partner.
- (b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the employee plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay, benefits or sick leave credits.
- (c) Where an employee requires travel time for absences in (a) and (b) above, such time, in addition to (a) and (b) above may be granted by the Director or designate.
- (d) For absences in (a) and (b) above, additional time may be granted at the discretion of the Director or designate.

#### 14.04 Compassionate Leave

Upon application to the supervisor and at the discretion of the supervisor an employee may be granted up to two (2) days of compassionate leave of absence in a work year without loss of pay, benefits or sick leave credits. A Compassionate Leave may be used in emergency situations which necessitate the employee's attention and are beyond the employee's control, for family illness or for an extension of bereavement leave.

#### 14.05 Quarantine, Jury Duty, Witness Duty or Professional College or Arbitration Hearings

Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the employee is not the person who commences the action or application shall not be chargeable against sick leave credits. An employee's normal salary and benefits shall be unaffected by such absence provided such service fees as are received by the employee as a juror or witness shall be remitted to the Board.

An employee against whom a complaint has been filed with their Professional College or who is involved in an arbitration shall be granted leave under 14.01 (a) to respond to the complaints and to attend the hearing/mediation. If the arbitration absolves the employee or the Professional College does not discipline the employee, any days used will be reinstated to the employee.

#### 14.06 Provincially-Recognized Association Leaves

A supervisor may grant up to three (3) days annually without loss of pay, benefits or sick leave for the involvement of an employee in professional associations in which the employee plays a significant role.

### **ARTICLE 15 - PARENTHOOD LEAVES**

#### 15.01 Statutory Pregnancy Leave

When an employee is pregnant, the employee should inform their supervisor at least two school months in advance of the expected birth date in order to provide an orderly changeover of duties if a pregnancy leave is required.

##### Adoption Leave

- (a) When an employee expects to adopt a child, the employee 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 of duties.
- (b) In the event that either parent of the adopted child wishes to have a leave of three days or less for adoption purposes, such leave shall be granted without loss of pay. A further two days of leave with pay shall be approved, if requested by the employee, but shall be subtracted from the days available under Article 14.01 - Special Leave.

##### Statutory Parental Leave

As per the *Employment Standards Act*, where an employee takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly. Where an employee is not entitled to statutory pregnancy leave but is entitled and wishes to take statutory parental leave, the employee 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 of duties.

#### 15.02 The following conditions apply to leaves under Article 15.01.

- (a) Statutory Pregnancy, Adoption and Parental Leave shall be in accordance with the current *Employment Standards Act*.
- (b) Pregnancy Leave



Normal salary shall not be paid during the leave. However, for an employee on Statutory Pregnancy Leave, the Board will provide one of the two pregnancy salary benefits, as outlined in (1) and (2) below:

- (1)(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 their 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 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) 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 they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.
- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) The Board shall pay a pregnancy benefit for the eight (8) weeks following the date of delivery, as set out below. The pregnancy benefit shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave:
  - (i) The Board shall pay the employee one (1) week of regular pay for the first week following the birth of the child.
  - (ii) The Board shall pay a "top-up" payment which, when added to the Employment Insurance benefits shall be equal to 100% of their regular

pay for the next seven (7) weeks of the leave. Such payments shall be made as soon as possible after the employee submits proof of the Employment Insurance amount that the employee is eligible for and proof that the first Employment Insurance payment has been made.

(iii) No sick leave credits shall be deducted as a result of payments in (i) and (ii).

m) For employees on statutory pregnancy leave who continue on a statutory parental leave, following the 52<sup>nd</sup> 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 employee submits proof of the Employment Insurance amount that the employee is eligible for and proof that the Employment Insurance payment has been made for the 51<sup>st</sup> week.

(2) Should a delivery or pregnancy related medical issue develop during that specified period of time, the employee may be eligible for further uninterrupted sick leave. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave.

(c) Adoption/Parental Leave

Normal salary shall not be paid during the term of the parental leave. However:

(1) For an employee on statutory adoption or parental leave, except where the employee has been in receipt of pregnancy leave in respect of the birth of the same child where there is a one (1) week waiting period prior to the receipt of Employment Insurance payments the employee will receive one (1) week of payments equivalent to full salary for the first two (2) weeks of the parental leave. For the second week of the leave, a top-up payment shall be made which, when added to the EI 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.

(2) Such payments shall be made as soon as possible after the employee submits proof of the Employment Insurance amount that the employee is eligible for and proof that the first Employment Insurance payment has been made. The adoption/parental salary payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.

Following the 37<sup>th</sup> week of the statutory parental leave, the Board will pay the equivalent of one (1) week of the employee'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 employee submits proof of the Employment Insurance amount that the is eligible for and proof that the Employment Insurance payment has been made for the 36<sup>th</sup> week of the leave.

- (3) For an employee on statutory adoption or parental leave, except where the employee has been in receipt of pregnancy leave in respect of the birth of the same child where there is not a two week waiting period prior to the receipt of Employment Insurance payment, the employee will receive a top-up payment which, when added to the employee's Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first two (2) weeks of the 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 employee submits proof of the Employment Insurance amount that the employee is eligible for and proof that the first Employment Insurance payment has been made. The adoption/parental payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.
- (4) No sick leave credits shall be deducted as a result of payments in (1) and (2) above.
- (d) The Board's normal contributions to the premiums of the benefit plan as described in Article 19.04 shall be continued during the statutory leave but this continued Board contribution shall not exceed the statutory period.
- (e) Statutory leave shall count as experience for salary grid placement purposes.
- (f) The employee, upon return to duty, shall be entitled to any change in salary scales made effective during the period of absence. The employee shall suffer no loss of seniority or other benefits as a result of the statutory leave.
- (g) An employee who commences a statutory leave shall receive all wages or salaries owing prior to the commencement of the leave, whenever administratively possible.
- (h) An employee shall be granted a statutory leave during the employee's first 13 weeks of employment with the Board.

#### 15.03 Paternity Leave

Leave of absence without loss of pay occasioned by and around the time of birth of a child shall be granted to the partner. Such leave shall be for a total of not more than three (3) days. If the employee has days available under Article 14.01 Special Leave, an additional day shall be granted for paternity leave at the employee's request without loss of pay, benefits or sick leave credits. The day shall be subtracted from the days available under Article 14.01 Special Leave.

#### 15.04 Non-Statutory Parental Leave

A non-statutory parental leave may be granted at the discretion of the Director or designate for a period not to exceed three years. The terms of such leave shall be in accordance with Articles 11.03 through 11.07.

### **ARTICLE 16 - LEAVE FOR FEDERATION ADMINISTRATION DUTIES**

- 16.01 The parties recognize that representatives have an obligation to help employees in interpreting this Agreement and to process grievances. Representatives will therefore be permitted reasonable time away from their job without loss of salary or benefits to

carry out such duties where such absence is absolutely necessary and where permission is first obtained from the employee's immediate supervisor, which permission shall not be unreasonably withheld. It is also recognized that representatives will normally be expected to carry out their full job in the same manner as any other employee.

- 16.02 The Board agrees that up to two (2) employees attending negotiating meetings with the Board during regular working hours shall not suffer any loss of salary or benefits. When it is necessary to hire a replacement for bargaining committee members who are attending negotiations, the cost of replacement shall be shared equally by the parties.

16.03 Provincial Federation Release Days

Upon the written request of the Bargaining Unit President, a Bargaining Unit representative shall be given release time for Provincial Federation purposes subject to program and operation needs. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. It is also recognized that the representative will normally be expected to carry out their full job in the same manner as any other employee. In the event that a temporary employee is used to cover release time described above, the cost of the temporary employee shall be paid by the Bargaining Unit.

**ARTICLE 17 - SALARY SCHEDULE (includes Holiday and Vacation Pay)**

- 17.01 Provincially Certified Speech-Language Pathologists shall receive salary as shown in Appendix "B".

- 17.02 Provincially Certified Speech-Language Pathologists with a Masters Degree and Psychometrists shall receive salary as shown in Appendix "B".

- 17.03 Psychologists and Psychological Associates shall receive salary as shown in Appendix "B".

- 17.04 The Attendance Counsellors shall receive salary as shown in Appendix "B".

- 17.05 A new employee shall be placed at the time of hiring at a salary level determined by the Director or designate based on recognized previous professional experience on the basis of one full year of experience for each year of recognized professional experience or major portion thereof.

No employee shall have his or her salary reduced from that in place at the time of ratification of this Agreement by the application of this article.

17.06 Part-Time Employment

The salary paid to a part-time employee shall be prorated to the number of days required to work as compared to that of a full-time employee

17.07 Payment Schedule

Each employee shall receive salary as follows:

Commencing on the last day of August of each year and including a pay on that day, employees shall be paid 1/24 of their annual salary on the 15<sup>th</sup> and last day of each month (or the banking day immediately preceding where the 15<sup>th</sup> or last day is not a banking day).

## **ARTICLE 18 - PROFESSIONAL ASSOCIATION OR COLLEGE FEES**

- 18.01 In addition to the reimbursement for Association or College fees set out in Article 22.01, the Board agrees to reimburse each employee for the cost of membership fees for a recognized Professional Association or College where such membership is mandatory in order for the employee to perform the duties of the job.
- 18.02 At the employee's discretion, the employee may choose to transfer the amount of money available to the employee under this Article to be added to the amount available to the employee in Article 22. Should the employee choose to transfer the money available, payment of mandatory membership fees shall be the employee's sole responsibility.
- 18.03 Each employee shall provide the Board with proof of mandatory membership(s) and good standing with their recognized Professional Association(s) or College(s) annually.

## **ARTICLE 19 - BENEFIT PLANS**

- 19.01 Notwithstanding Articles 19.03 and 19.04, all terms and conditions of the benefit plans for employees under this Collective Agreement, shall be as provided per Central Terms Section C10.0 Benefits and Letter of Agreement #2.
- 19.02 (a) After an employee's sick leave has expired, the employee will be permitted to maintain enrolment in the benefit plans in accordance with the Central Terms Section C10.0 Benefits at the employee's cost. (b) Notwithstanding the above, during a period of unpaid leave, employees must maintain, at their own cost, benefits which are required as a condition of employment.
- 19.03 Long Term Disability Plan
- The Board agrees to administer, incurring financial liability only to the extent of deductions and submission of premiums, a Long Term Disability Plan as offered by the Ontario Teachers' Insurance Plan on behalf of the employees who will pay 100% of the premium costs. Participation in the Long Term Disability Plan administered by the Board shall be a condition of employment.
- 19.04 Employee Assistance Program
- The parties agree to share equally the costs of an Employee Assistance Program. Participation in this program shall be a condition of employment. The Board shall continue to pay the Board's share of the premium cost during leaves of absence without pay of less than one-month.
- Except where specifically stated otherwise in the Collective Agreement, where a leave of absence without regular pay of one month or more is taken, the employee shall be responsible for the full payment of EAP premiums for each month during which the employee is on leave. The arrangement must be made prior to the commencement of the leave and will govern the full period of the leave.
- 19.05 Canada Savings Bonds
- The Board agrees to accommodate the purchase of Canada Savings Bonds by employees by providing for payroll deductions and necessary remittances.
- 19.06 Educators Financial Group Registered Retirement Savings Plan

The Board will process deductions for the EFG Registered Retirement Savings Plan at no cost to the employees. Such deductions shall be sent to EFG, 2225 Sheppard Avenue East, Toronto to arrive within ten (10) days following the pay date.

## **ARTICLE 20 - ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM**

20.01 All permanent employees shall, as a condition of employment, be enrolled in the Ontario Municipal Employees Retirement System. Casual, temporary short-term or term contract employees shall be offered enrollment in OMERS once they meet OMERS eligibility requirements. The Board will contribute an amount equal to the employee's contribution of the basic retirement pension plan. The Board will report to the System that Speech-Language Pathologists, Psychometrists and Attendance Counsellors are paid biweekly on an annual schedule and are considered to be on vacation during the Christmas and March Breaks as well as the applicable weeks of July and August. The Board will report to the System that the Psychologist/ Psychological Associate is a twelve-month employee with a varying vacation period.

## **ARTICLE 21 - EDUCATIONAL TUITION**

21.01 Where the Board requires an employee to take a particular course of training to study, the Board agrees to reimburse the employee for the tuition of such upon successful completion of the course.

## **ARTICLE 22 - PROFESSIONAL DEVELOPMENT FUNDS**

### **22.01 Purpose**

The intent of this Plan is to assist with the professional development of employees and improve quality of service to students of the Board.

On September 1 of each year, the Board shall issue a cheque in the amount agreed to by the parties to the Treasurer of District 8, OSSTF to be used solely for the purpose of funding professional development in the guidelines defined in Article 22.02.

22.02 The Board shall allocate \$1500. per school year to each employee for the purposes of Professional Development. The funds may cover 100% of the costs of registration, travel, meals, and accommodation for conferences, seminars, meetings, other Professional Development activities and any cost of membership in a recognized Professional Association or College related to the employee's field of work. Any employee spending less than \$1500. in any given school year may allow another employee covered by this Agreement to use any portion of those remaining funds. Funds not spent within a given school year shall be transferred as of September 1 for use by that employee in the next school year in addition to the normal allocation to that employee.

## **ARTICLE 23 - TRAVEL ALLOWANCE**

23.01 Employees required to use their personal vehicles in the course of carrying out their duties will be reimbursed according to Board policy and procedure.

## ARTICLE 24 - WORKING CONDITIONS

24.01 The Board agrees to consult with the employees concerning changes that may affect the working conditions of the employees prior to the implementation of such changes. Such consultation may be initiated by either party.

### 24.02 Work Year

#### (a) Speech-Language Pathologists, Psychometrists and Attendance Counsellors

The work year shall be the school year as established by the Board and approved by the Ministry of Education. In any case, it continues to be the expectation that, as part of their regular duties and within their regular annual salary, all employees will be fully prepared to actively commence work with students at the start of the scheduled school year for students and will participate in required meetings prior to the commencement of the school year.

#### (b) Psychologist/Psychological Associate

The position of Psychologist/Psychological Associate is a 12-month position subject to the following vacation and holiday entitlements.

##### (1) Vacations

The vacation schedule for the position of Psychologist/Psychological Associate will be the following:

<u>Employment Period</u>	<u>Vacation Allotment</u>
--------------------------	---------------------------

Less than 10 years	5 weeks vacation (prorated during first year of service)
--------------------	--

10 years or more	6 weeks vacation
------------------	------------------

Employees whose jobs require regular attendance at Board or other Committee meetings scheduled after regular hours and employees who are occasionally required to work outside regular hours may, subject to the approval of the employee's supervisory, request up to ten (10) additional vacation days as time in lieu to be taken at a mutually convenient time. Lieu time must be worked before it can be taken and must be used within one year of accumulating the time.

##### (2) Holidays

The following days shall be granted as holidays with pay:

- |                   |                       |
|-------------------|-----------------------|
| 1. New Year's Day | 8. Labour Day         |
| 2. Family Day     | 9. Thanksgiving Day   |
| 3. Good Friday    | 10. Christmas Eve Day |
| 4. Easter Monday* | 11. Christmas Day     |
| 5. Victoria Day   | 12. Boxing Day        |
| 6. Canada Day     | 13. Years Eve Day     |
| 7. Civic Holiday  |                       |

\* or one day in lieu

In order to be eligible to be paid for the above holidays, the holiday must be recognized as a school holiday and the employee must be at work on the working day immediately preceding and the working day immediately following each such 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 an employee from receiving the holiday.

#### 24.03 Work Week and Work Day

The standard work week shall be thirty-five (35) hours during the period Monday to Friday and prorated when a holiday occurs during the week. The period of time from 8:30 a.m. to 4:30 p.m. shall constitute the normal work day. Reasonable and flexible changes will be permitted as authorized or directed by the Superintendent of Human Resource Services. During the summer vacation period, the normal work day may be altered from the period of time stated above.

#### 24.04 Guaranteed Positions

The Board shall maintain:

- 4.0 Speech-Language Pathologist positions,
- 1.0 Psychometrist positions,
- 2.0 Attendance Counsellor positions, and
- 1.0 Psychologist or Psychological Associate position.

Where changes occur in the mandate of the Ministry of Education and District School Boards to provide these types of services, the parties will meet to discuss the situation and possible alternative actions.

### **ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### 25.01 Purpose and Definitions

- (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 Collective Agreement or of an existing practice of the Board. The contravention of existing practices of the predecessor boards will not form the basis of any grievance. Differences may be resolved by a complaint under Article 25.03 and/or a grievance under Articles 25.04, 25.05 and 25.06. Failing resolution the parties may proceed to arbitration under Article 25.07.
- (b) A "party" to the grievance shall be defined as the Bargaining Unit or the Board. The complainant shall be an employee.
- (c) "Days" shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

#### 25.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of days outlined in Article 25.03, the complaint shall be deemed to be abandoned.



- (b) If the grievor fails to act within the time limits set out at any step of the grievance procedure, the grievance shall be deemed abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure.
- (d) At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.
- (e) At any step of the grievance procedure, the parties may be represented by an advisor, agent, counsel or solicitor. The Board recognizes the right of a Bargaining Unit grievance committee member to be present and to represent an employee at any stage of the complaint or grievance procedure.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

#### 25.03 Complaint Procedure

An employee, with concurrence of the Bargaining Unit, may initiate a complaint with the employee's immediate supervisor (the Principal in the case of all in-school employees). The employee must indicate that the complaint is in accordance with Article 25 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) days of the employee's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) days as a grievance in the manner and sequence described in Article 25.04.

#### 25.04 Grievance Procedure

A grievance shall contain:

- (a) a brief description of the alleged violation, including any facts to support the grievance; and
- (b) the clauses or any other language alleged to be violated; and
- (c) the relief or remedy sought.

##### Step One

Failing settlement under the complaint procedure, the Bargaining Unit may, within the time limits prescribed in Article 25.03, refer the grievance in writing to the Superintendent of Human Resource Services or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

##### Step Two

Failing settlement at Step One, the Bargaining Unit may, within ten (10) days of the response of the Superintendent of Human Resource Services or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) days.

### Step Three

Failing settlement at Step Two, the Bargaining Unit may, within ten (10) days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 25.07. If, within ten (10) days of the delivery of the reply of the Director or designate under Step Two, the Bargaining Unit does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

#### 25.05 Grievance by Bargaining Unit

The Bargaining Unit shall have the right to file a written grievance on behalf of an individual employee, a group of employees, a retired employee or a deceased employee commencing at Step One as described as in Article 25.04. A grievance shall contain those items listed in Article 25.04.

#### 25.06 Grievance by Board

##### Step One

The Board shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The President of the Bargaining Unit shall respond within ten (10) days.

##### Step Two

Failing settlement at Step One, the Board may, within ten (10) days, refer the grievance to arbitration in the manner and sequence prescribed under Article 25.07. If, within ten (10) days of the delivery of the reply of the President of the Bargaining Unit under Step One, the Board does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

#### 25.07 Arbitration of Grievance

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established above, 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 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 chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Notwithstanding the above, 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 *Labour Relations Act*.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. 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 this Collective Agreement.

All costs of the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

## **ARTICLE 26 - LIABILITY INSURANCE**

- 26.01 (a) The Board shall maintain sufficient liability insurance for employees arising from the performance of their assigned duties.
- (b) No employee shall be required to do any medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the employee to risk of injury or liability for negligence except in the case of emergencies. Employees shall be excluded from the provision of feeding and toileting health support services for students except in the case of emergencies.
- (c) Where insurance coverage is necessary for membership in a Professional Association or College, the Board shall maintain the minimum amount of liability insurance that meets the requirements of the Professional Association or College. At the beginning of the school year, the Board will provide to the employee a written declaration stating the amount of the professional liability insurance that the Board holds including the name of the insurance company, the policy number and expiration date.
- (d) Employees shall not be requested by their supervisor or other Board employees to transport students.

## **ARTICLE 27 - PERSONNEL FILES**

- 27.01 The only recognized personnel file of an employee shall be maintained in the Human Resource Services Department of the Board.
- 27.02 An employee shall receive a copy of any documents concerning the employee's conduct or competence which are placed in the employee's personnel file.
- 27.03 Following the written request from an employee for an appointment, the Board will make available for inspection, during normal business hours, all information in its file pertaining to the employee at the time of the request. The employee may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the employee. The cost of the copies may be billed to the employee.
- 27.04 Where an employee authorizes, in writing, access to the employee's personnel file by another person acting on the employee's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested. The cost of the copies may be billed to the employee.
- 27.05 An employee may dispute, in writing, the accuracy or completeness of information in the employee's personnel file. Where this occurs, the Director of Education or designate shall respond to the employee to confirm or amend the information and shall notify the employee in writing of the decision, including reasons for that decision, where such a

written response is requested by the employee. An employee may append notices of corrections or inaccuracies to documents within the file which, in the employee's view, possess errors or inaccuracies.

- 27.06 No later than two (2) years (730 days) after their date of issue and provided that there have been no further negative reports, the employee may request that documents contained in an employee's personnel file which are of a disciplinary nature, including evaluation reports which the employee considers damning, be removed from the file. Such documents shall be returned to the employee and no continuing reference to the documents removed shall remain in the file.

Where the Board considers it necessary to retain such documents for legal protection of the Board and/or the employee, such documents may remain in the employee's personnel file, at the Board's discretion.

- 27.07 Where two (2) years have elapsed since the placement of a non-disciplinary letter of expectation in an employee's file, the employee 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 employee's file during the intervening period.

## **ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY**

- 28.01 The Board and the Bargaining Unit agree that no member of the Bargaining Unit shall exercise managerial functions for purposes of the *Occupational Health and Safety Act*.
- 28.02 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.
- 28.03 The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each employee in each workplace.

## **ARTICLE 29 - CRIMINAL BACKGROUND CHECK**

- 29.01 (a) 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.
- (b) Access to such records and information shall be strictly limited to the Superintendent of Human Resource Services and those persons named by the Director of Education. The Superintendent of 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.
- (c) The Board shall not release any information about a member obtained pursuant to Regulation 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 30 - VACANCIES AND JOB POSTINGS**

- 30.01 Effective September 1, 2021, when a permanent position is to be filled, or if a new permanent position is created, the position shall be posted for five (5) working days to the members of the Bargaining Unit as well as advertised externally provided there are no qualified employees on layoff from that same position. The Board shall offer an interview to employees who apply to the posting and who are qualified to perform the duties.

When a temporary position is to be filled for a period of time which is known to be at least three (3) months in duration at the time the position is determined, it shall be posted to the members of the Bargaining Unit for five (5) working days provided there are no qualified employees on layoff. Interested fully qualified Bargaining Unit members shall be offered and interview before any external advertising takes place. Notwithstanding the foregoing, the Board shall not be required to post any subsequent vacancy to Bargaining Unit members which occurs as a result of the initial posting. If the position is not filled in this manner, the position will then be advertised externally. Any successful applicants for a temporary position shall be entitled to all provisions of the Collective Agreement, except Article 9 and Article 19.03 Long Term Disability, in accordance with Article 30.03.

- 30.02 Written notice of all vacancies and postings will be provided to the president of the Bargaining Unit. The Board shall notify OSSTF in writing of the name(s) of the successful applicants.

30.03 Temporary Vacancies

A temporary vacancy may occur in the case of replacement of an employee absent due to absence for any reason, special projects, periods of heavy workload, emergency, or other similar purposes. If a permanent employee is hired for the temporary vacancy as outlined in 30.01 above, the employee shall be entitled to all provisions of the Collective Agreement. When a temporary position is terminated, the permanent employee will return to the position previously held unless the Board offers an alternate position acceptable to the employee. Newly hired temporary employees shall be entitled to all provisions of the Collective Agreement, with the exception of Article 9 - Seniority, Layoff and Recall, Article 19.03 Long Term Disability, and Article 19.04 Employee Assistance Program. Should a temporary employee become permanent without any interruption of service, seniority shall be retroactive to the date of original continuous employment, as outlined in Article 9 - Seniority, Layoff and Recall.

- 30.04 Should any vacancy, permanent or temporary, remain unfilled via 30.01, the supervisor will consult with the Bargaining Unit to explain the reason(s) that the position remains unfilled. The Board may then fill the position at its discretion for the period of the absence but in any case shall not exceed one year, at which time the position will be re-posted.

## **ARTICLE 31 – INCLEMENT WEATHER**

- 31.01 Where an employee is unable to reach the employee's worksite because of weather conditions that are severe enough to make it impossible for the employee to be present or if the employee's worksite is closed, there will be no loss of pay, benefits or sick leave

credits. It will be the employee's responsibility to notify the immediate supervisor or designate of the situation as soon as possible

**ARTICLE 32 – ATTENDANCE MANAGEMENT/SUPPORT**

32.01 The Board shall consult with the Bargaining Unit prior to the development and implementation of policies addressing attendance management/support issues.

## APPENDIX A – SALARIES

**A: Provincially Certified Speech-Language Pathologists without a Masters Degree.**

Years Experience	Sept 1 2019	Sept 1 2020	Sept 1 2021
0	\$ 82,287	\$ 83,110	\$ 83,941
1	\$ 85,104	\$ 85,955	\$ 86,814
2	\$ 87,921	\$ 88,800	\$ 89,688
3	\$ 90,737	\$ 91,645	\$ 92,561
4	\$ 93,554	\$ 94,490	\$ 95,435

**B: Provincially Certified Speech-Language Pathologists with a Masters Degree and Psychometrists.**

Years Experience	Sept 1 2019	Sept 1 2020	Sept 1 2021
0	\$ 83,313	\$ 84,146	\$ 84,987
1	\$ 86,126	\$ 86,987	\$ 87,857
2	\$ 88,939	\$ 89,828	\$ 90,726
3	\$ 91,751	\$ 92,669	\$ 93,596
4	\$ 94,564	\$ 95,510	\$ 96,465

**C: Attendance Counsellor**

Years Experience	Sept 1 2019	Sept 1 2020	Sept 1 2021
0	\$ 59,644	\$ 60,240	\$ 60,842
1	\$ 61,437	\$ 62,052	\$ 62,672
2	\$ 63,229	\$ 63,861	\$ 64,500
3	\$ 65,024	\$ 65,674	\$ 66,331
4	\$ 66,817	\$ 67,485	\$ 68,160

**D: Psychological Associate**

Years Experience	Sept 1 2019	Sept 1 2020	Sept 1 2021
0	\$ 94,747	\$ 95,694	\$ 96,651
1	\$ 96,297	\$ 97,260	\$ 98,233
2	\$ 97,848	\$ 98,826	\$ 99,814
3	\$ 99,398	\$ 100,392	\$ 101,396
4	\$ 100,948	\$ 101,957	\$ 102,977

**E: Psychologist**

Years Experience	Sept 1 2019	Sept 1 2020	Sept 1 2021
0	\$ 98,320	\$ 99,303	\$ 100,296
1	\$ 99,929	\$ 100,928	\$ 101,937
2	\$ 101,538	\$ 102,553	\$ 103,579
3	\$ 103,147	\$ 104,178	\$ 105,220
4	\$ 104,756	\$ 105,804	\$ 106,862



## **Letters of Understanding**

### **Letter of Understanding Between the Avon Maitland District School Board and the Ontario Secondary School Teachers' Federation The District 8 Professional Student Services Personnel**

#### **Re: Employer/Employee Communication**

The parties agree that *each year*, normally prior to September 30, the assigned Supervisor to each job class within the Professional Student Services Personnel (PSSP) bargaining unit will meet to discuss and reach a common understanding of employer expectations surrounding, but not limited to, the following:

- Caseload and/or;
- Priorities in addressing student needs and/or;
- Workload and/or;
- Board focus and goals that directly relate to the PSSP bargaining unit.

This meeting will occur during the designated work year (Article 24.02) and work week and workday (Article 24.03).

The terms of this Letter of Understanding are grievable and arbitrable under Article 25 of the Collective Agreement.

This Letter of Understanding expires August 20, 2023.

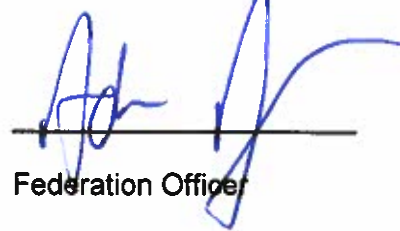
Dated at Seaforth, Ontario, this 20<sup>th</sup> day of September, 2021.

Signed and agreed on behalf  
of the Board



Administrator of HRS

Signed and agreed on behalf of the  
of the Bargaining Unit



Federation Officer

**Letter of Understanding  
Between  
the Avon Maitland District School Board  
and  
the Ontario Secondary School Teachers' Federation  
The District 8 Professional Student Services Personnel**

**Re: Professional Student Services Personnel (PSSP) Quiet, Private Spaces**

The parties agree that prior to September 30 each year, the Board will share the following memo with Administrators via email (copying the Bargaining Unit) or via the weekly system memo.

To: Administrators

Re: PSSP and quiet, private spaces for student evaluations

Professional Student Services Personnel (PSSP) members enter your building to provide support to your vulnerable students. The evaluation and services PSSP members provide require an oral component. In order to capture a student's optimal performance, it is essential that background noise and distractions be minimized as much as possible. For these reasons it is important to endeavour to provide a quiet and private location for these services to be provided. We recognize your efforts in the past and ask you to continue to endeavour to provide a quiet space in your building. The following is a list of current practices, which is not exhaustive, that may provide further options for you to consider:

- Identifying days when quiet spaces in your building are available and using that knowledge to coordinate scheduling with the PSSP member.
- Using available office space (ie. Principal, Vice-Principal, Custodial, Department, etc.)
- Empty classrooms due to field trips or other similar events.
- Library or computer rooms that do not have regularly assigned classes and are not used by other students or staff.
- Nurses and breakfast rooms.

Your continued efforts, support, and consideration on this matter is greatly appreciated.

The terms of this Letter of Understanding are grievable and arbitrable under Article 25 of the Collective Agreement.

This Letter of Understanding expires August 30, 2022.

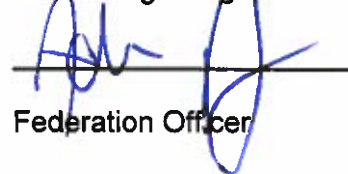
Dated at Seaforth, Ontario, this 20<sup>th</sup> day of September, 2021.

Signed and agreed on behalf  
of the Board



Administrator of HRS

Signed and agreed on behalf of the  
of the Bargaining Unit



Federation Officer

**Letter of Understanding  
Between  
the Avon Maitland District School Board  
and  
the Ontario Secondary School Teachers' Federation  
The District 8 Professional Student Services Personnel**

**Re: Professional Student Services Personnel (PSSP) Service Delivery Model Review**

The Board and Bargaining Unit shall form a joint committee with the mandate to review, discuss, identify barriers and inefficiencies in the current PSSP service delivery model. The joint committee shall collaborate on developing solutions to identified issues to improve the service delivery model for students of Avon Maitland District School Board.

The joint committee will have its first meeting no later than September 30, 2021 and shall complete its mandate no later than June 30, 2022.

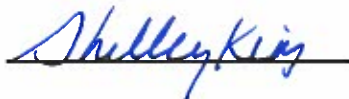
The committee shall be made up equally of members of the Bargaining Unit and the Board not to exceed six (6) members.

The terms of this Letter of Understanding are grievable and arbitrable under Article 25 of the Collective Agreement.

This Letter of Understanding expires August 30, 2022.

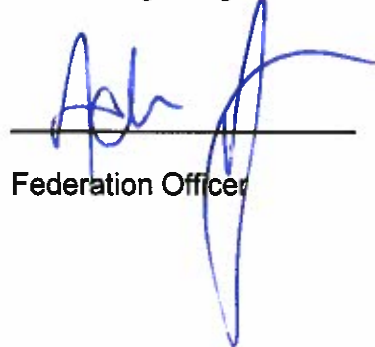
Dated at Seaforth, Ontario, this 20<sup>th</sup> day of September, 2021.

Signed and agreed on behalf  
of the Board



Administrator of HRS

Signed and agreed on behalf of the  
of the Bargaining Unit



Federation Officer

Dated at Seaforth, Ontario this 20<sup>th</sup> day of Sept, 2021.

Signed and agreed on behalf of the  
Avon Maitland District School Board:

Aislin Walsh  
Robert Henry

\_\_\_\_\_

Signed and agreed on behalf of the  
Ontario Secondary School Teachers' Federation:

Adrian  
Robert

\_\_\_\_\_