

# 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, 2022 to August 31, 2026



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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 four (4) years from September 1, 2022 to August 31, 2026 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. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local

grievance timelines be suspended until the Committee or either of the Central Parties has taken action in iii below.

- 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.

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 affected Local Parties.
- ii. The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- 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 Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity and inclusion among the criteria for selecting an 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 workweek, 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 workdays 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 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**

a) The annual per FTE funding shall be as follows:

i. September 1, 2022: \$5,712.00

ii. September 1, 2023: \$5,769.12

iii. September 1, 2024: \$5,826.82

iv. September 1, 2025: \$5,885.08

v. August 31, 2026: \$6,120.48

### **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.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board

to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF education workers withdrawing their full services:

- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
- ii. Divide i) by 225 days
- iii. Multiply ii) by the number of strike or lockout days for OSSTF education workers at the school board.

#### **C10.5 Benefits Committee**

As per LOA #7, 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 plan 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-v 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-v 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-v 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 their 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 their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

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

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

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

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



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

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

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

**g) Administration**

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

- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.
- h) **Pension Contributions While on Short-Term Disability**
- Contributions for OMERS Plan Members:  
When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.
- Contributions for OTPP Plan Members:
- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
  - ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification of Long-Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

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

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

The Crown will endeavour to provide an informational briefing to OSSTF and the CTA in the event of the implementation of significant new policy initiatives, such as the implementation of a new PPM, that are not brought to the Ministry Initiatives Committee. Such informational briefings may take place at the Ministry Initiatives Committee, or another forum, at any time, and may include other attendees at the discretion of the Crown.

### **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.

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time.

**Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence:

General Nature of Illness *(please do not include diagnosis):*

Date of Assessment:

dd    mm    ~~yyy~~

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



**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 of November 30, 2023. 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 November 30 2023, 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 November 30 2023.
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, 2026.

**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 confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as updated November 7, 2018 and 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.

**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: Additional Professional Development / Activity (PD/PA) Day**

The Parties confirm that there will continue to be seven (7) PD/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 PD/PA Day. For further clarity, the additional PD/PA Day will be deemed a normal workday. OSSTF/FEESO members will be required to attend and perform duties as assigned.

**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**

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 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.

1. Unpaid Leave Days (including Scheduled Unpaid Leave Plan)
2. Early Retirement Incentive Plan
3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits
4. Working Conditions: staffing levels, work week and work year, excluding scheduling
5. Professional College Requirements
6. Preparation Time for job classes with classroom related duties
7. ECE Professional Judgement and Reporting
8. Online Learning / Hybrid Learning / Remote Learning
9. Employee Advocacy Program Funding
10. Paid Vacation
11. Paid Holidays (including statutory holidays)
12. Allowances/Premiums
13. ECE Grid
14. Salary adjustments for recruitment and retention of job classes

**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')**

**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 #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**

**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.

**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**

**RE: Learning and Services Continuity and Sick Leave Usage Task Force**

The Parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of OSSTF/FEESO and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to sick leave initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
  - a. utilization of the sick leave and short-term disability plans;
  - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

**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: EW LTD Sub-Committee**

Whereas there are varying models of Long-Term Disability (LTD) Insurance for OSSTF/FEESO Education Workers among Ontario's publicly funded School Boards with various levels of coverage, premiums, and payors;

And whereas the Parties wish to explore a provincial EW LTD plan that could result in efficiencies, the Parties agree:

1. Within thirty (30) days of a central agreement reached through ratification or arbitration award, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:
  - Up to two (2) selected by and representing the Crown;
  - Up to four (4) selected by and representing the CTA/CAE; and
  - Up to six (6) selected by and representing OSSTF/FEESO.
2. The sub-committee shall meet, on a without prejudice basis, to examine the feasibility of establishing an EW LTD insurance plan for OSSTF/FEESO Education Workers, with the goal of establishing efficiencies for the premium payors. The mandate of the committee is to establish if there are potential provincial EW LTD level plan(s) that would establish efficiencies for the premium payors as compared to the current individual plans. The



subcommittee will also consider impacts of any changes on existing plans. The EW LTD Sub-Committee shall make a recommendation, by consensus, back to the Central Labour Relations Committee.

3. Any Party to the sub-committee may invite outside experts such as Eckler, OTIP, Manulife or others to provide support to the sub-committee.
4. Starting in the 2024-2025 school year, the sub-committee shall meet at least three (3) times per year during this collective agreement unless by mutual agreement.
5. The sub-committee shall make its recommendations to the Central Labour Relations Committee, no later than August 31, 2026.

**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: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance**

The Parties agree that Short Term Paid Leaves (number of days) has been addressed at the central table and that the number of short term paid leave days shall remain status quo.

Usage of short term paid days remains available for local bargaining.

The Parties jointly agree to encourage local parties to consider adding the following language to existing short term paid leave provisions:

Indigenous employees may use existing short term paid leave:

- a. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or
- b. for attendance at Indigenous cultural/ceremonial events.

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

The local bargaining unit shall decide whether or not to insert the following into the local (Part B) collective agreement, with such language replacing existing bereavement language in its entirety:

Permanent Education Workers shall be provided with three (3) regularly scheduled workdays' bereavement leave without loss of salary or wages immediately upon the death of and/or to attend a funeral or other ceremony for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Employee Mental Health**

The Parties jointly recommend to the Provincial Working Group – Health and Safety (PWGHS) that Employee Mental Health be added as a standing item to the agenda.

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

Effective in the 2023-24 school year and in each subsequent year, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to employees. This shall include the following topics: Online Incident Reporting Software, and Notification of Potential Risk of Injury. Other possible topics may include: Prevention and De-escalation of Violence, Effective Risk Assessments and Safety Plan Development, Use of Truncated Student Safety Plan and General Safety Plan.

The Parties agree that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

**LETTER OF AGREEMENT #14  
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: Workplace Violence**

The Parties acknowledge that school boards and supervisors are required to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School Boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury. For instance, workers may not need to know specific personal information, but will be provided with information on the measures and procedures to be followed as part of the workplace violence program in order to protect themselves.

In the case of student safety plans, procedures should be in place so that workers who work directly with the student have access to the student safety plan.

The Parties acknowledge that online reporting tools have been implemented by School Boards, as initiated by 2018:SB06, and the existing systems will be maintained.

By November 30 2023, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

**LETTER OF AGREEMENT #15**

**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: Education Worker Diverse and Inclusive Workforce Committee**

The Parties agree that should an Education Worker Diverse and Inclusive Workforce Committee continue to operate during the term of this agreement, OSSTF/FEESO will maintain a place at the Committee. If such committee ceases to operate, the Parties agree that they will establish a new Education Worker Diverse and Inclusive Workforce Committee. The mandate will be determined by the Parties.

**LETTER OF AGREEMENT #16**

**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: Central Items That Modify Local Terms**

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. 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 SEB Language:

- a. Seniority and experience continue to accrue during Pregnancy leave.
- b. Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.



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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

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

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

**1. Pregnancy Leave Benefits**

Definitions

- a) "casual employee" means,
  - i. a casual employee within the meaning of the local collective agreement,
  - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
  - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- b) "term assignment" means, in relation to an employee,

- i. a term assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

#### Common Central Provisions

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

- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

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

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

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

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

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

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

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

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

## **4. Retirement Gratuities**

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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

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

The following language applies only to those employees eligible for the gratuity above:”

*[insert current Retirement Gratuity language from local collective agreement]*

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

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

# **PART B**

# **LOCAL TERMS**

## **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.
- 1.02 The Board recognizes, values, and respects the vital role played by all members of the Professional Student Services Personnel Bargaining Unit in the ethical execution of their various assigned duties.

## **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 in writing 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 and such employee shall notify the Board of acceptance no later than fourteen (14) days of receipt. 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 in writing, no later than April 1 prior to the school year in which the employee wishes 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 5, Section 3, 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
- to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work
- for attendance at Indigenous cultural/ceremonial events

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, sibling/sibling -in-law, child, step-child, foster child, grandparents, grandchildren, step-sibling of the employee or the employee's spouse/partner.

Notwithstanding the foregoing, one (1) of the five (5) days may be observed at a later time for an interment or memorial service.

- (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, including employees living in Quebec and eligible for benefits under the QTIP, 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 "A".
- 17.02 Provincially Certified Speech-Language Pathologists with a Masters Degree and Psychometrists shall receive salary as shown in Appendix "A".
- 17.03 Psychologists and Psychological Associates shall receive salary as shown in Appendix "A".
- 17.04 The Attendance Counsellors shall receive salary as shown in Appendix "A".
- 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.

- 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 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:

Employment Period   Vacation Allotment

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 position,
- 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.

#### 25.08 Grievance Timelines and Central Matter

All grievance timelines mentioned in Article 25 shall be suspended on Central Matters that are referred by either party to their Central Bargaining Agent. The suspension of timelines shall be confirmed by written consent of both parties. Resumption of timelines shall commence when written notification is provided by either party and confirmation of receipt is sent by the other party.

#### **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.

32.02 An employee shall have the right to OSSTF representation at any meeting which is part of attendance management/support system 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.



**APPENDIX A – SALARIES**

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

| <b>Speech Language Pathologist <u>without</u> Masters</b> |                  |                  |                  |                  |
|---|------------------|------------------|------------------|------------------|
| <b>Years</b>  | <b>Sept 1/22</b> | <b>Sept 1/23</b> | <b>Sept 1/24</b> | <b>Sept 1/25</b> |
| 0   | 88,870           | 90,228           | 91,586           | 92,944           |
| 1   | 91,865           | 93,223           | 94,581           | 95,939           |
| 2   | 94,861           | 96,219           | 97,577           | 98,935           |
| 3   | 97,857           | 99,215           | 100,573          | 101,931          |
| 4   | 100,852          | 102,210          | 103,568          | 104,926          |

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

| <b>Speech Language Pathologist <u>with</u> Masters</b> |                  |                  |                  |                  |
|--|------------------|------------------|------------------|------------------|
| <b>Years</b>   | <b>Sept 1/22</b> | <b>Sept 1/23</b> | <b>Sept 1/24</b> | <b>Sept 1/25</b> |
| 0  | 89,962           | 91,320           | 92,678           | 94,036           |
| 1  | 92,952           | 94,310           | 95,668           | 97,026           |
| 2  | 95,944           | 97,302           | 98,660           | 100,018          |
| 3  | 98,936           | 100,294          | 101,652          | 103,010          |
| 4  | 101,926          | 103,284          | 104,642          | 106,000          |

**C: Attendance Counsellor**

| <b>Attendance Counsellor</b> |                  |                  |                  |                  |
|------------------------------|------------------|------------------|------------------|------------------|
| <b>Years</b>                 | <b>Sept 1/22</b> | <b>Sept 1/23</b> | <b>Sept 1/24</b> | <b>Sept 1/25</b> |
| 0                            | 64,789           | 66,147           | 67,505           | 68,863           |
| 1                            | 66,697           | 68,055           | 69,413           | 70,771           |
| 2                            | 68,603           | 69,961           | 71,319           | 72,677           |
| 3                            | 70,510           | 71,868           | 73,226           | 74,584           |
| 4                            | 72,417           | 73,775           | 75,133           | 76,491           |

**D: Psychological Associate**

| <b>Psychological Associate</b> |                  |                  |                  |                  |
|--------------------------------|------------------|------------------|------------------|------------------|
| <b>Years</b>                   | <b>Sept 1/22</b> | <b>Sept 1/23</b> | <b>Sept 1/24</b> | <b>Sept 1/25</b> |
| 0                              | 102,583          | 104,403          | 106,223          | 108,043          |
| 1                              | 104,233          | 106,053          | 107,873          | 109,693          |
| 2                              | 105,880          | 107,700          | 109,520          | 111,340          |
| 3                              | 107,529          | 109,349          | 111,169          | 112,989          |
| 4                              | 109,178          | 110,998          | 112,818          | 114,638          |

**E: Psychologist**

| <b>Psychologist</b> |                  |                  |                  |                  |
|---------------------|------------------|------------------|------------------|------------------|
| <b>Years</b>        | <b>Sept 1/22</b> | <b>Sept 1/23</b> | <b>Sept 1/24</b> | <b>Sept 1/25</b> |
| 0                   | 106,383          | 108,203          | 110,023          | 111,843          |
| 1                   | 108,094          | 109,914          | 111,734          | 113,554          |
| 2                   | 109,805          | 111,625          | 113,445          | 115,265          |
| 3                   | 111,516          | 113,336          | 115,156          | 116,976          |
| 4                   | 113,228          | 115,048          | 116,868          | 118,688          |

**Appendix B**

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: Administrative Procedure related to Performance Appraisal

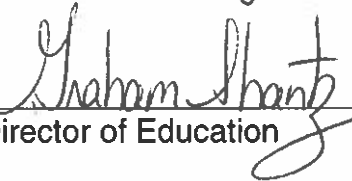
The Board shall consult with the Bargaining Unit prior to the development and implementation of an Administrative Procedure relating to performance appraisal.

This Letter of Understanding expires August 30, 2026.

Dated at Seaforth, Ontario, this 15<sup>th</sup> day of November, 2024.

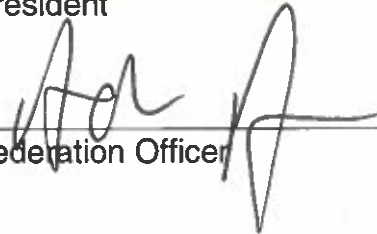
Signed and agreed on behalf  
of the Board.

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Director of Education

Signed and agreed on behalf  
of the Bargaining Unit

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Federation Officer

**Appendix C**

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: Pay Equity Process

The Board and Bargaining Unit agree to collaborate on a process to begin within 60 days from the date of ratification of this Collective Agreement.

The Board agrees to share with the Bargaining Unit an overview of the process to better understand the steps and in turn, educate employees on the scope of Pay Equity, the components of the process and the time it takes to complete it.

The Board agrees to provide updates related to the steps in the process.

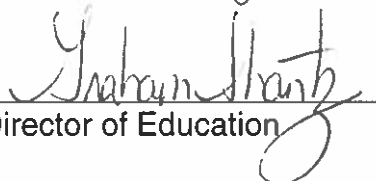
The Board will grant a half-day of release time for employees in order to complete the job fact sheet.

This Letter of Understanding expires August 30, 2026.

Dated at Seaforth, Ontario, this 15<sup>th</sup> day of November, 2024.


Signed and agreed on behalf  
of the Board.

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Director of Education

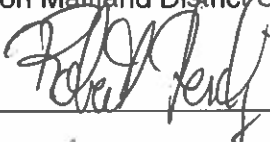
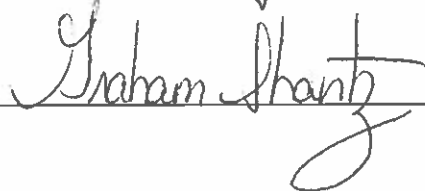
Signed and agreed on behalf  
of the Bargaining Unit

  
\_\_\_\_\_  
President


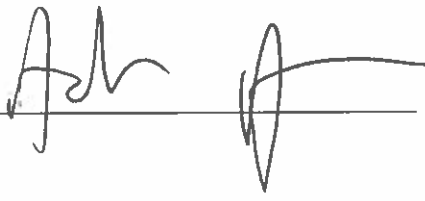
  
\_\_\_\_\_  
Federation Officer

Dated at Seaforth, Ontario this 15<sup>th</sup> day of November, 2024.

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_