

# **COLLECTIVE AGREEMENT**

**Between**

**DISTRICT SCHOOL BOARD ONTARIO NORTH EAST  
(hereinafter referred to as “The Board”)**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION,  
REPRESENTING: PROFESSIONAL STUDENT SERVICES PERSONNEL  
(hereinafter referred to as “The Local”)**

**for the period**

**September 1, 2019 – August 31, 2022**

**Consisting of**

**PART A – TERMS NEGOTIATED CENTRALLY (C)**

**and**

**PART B – TERMS NEGOTIATED LOCALLY (L)**

## **PART A**

### **TERMS NEGOTIATED CENTRALLY (C)**

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## **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)**

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

## **C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)**

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

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

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

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

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

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *School Boards Collective Bargaining Act*, and *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
  - i. within 90 (ninety) days of the expiry of the collective agreement; or
  - ii. within such greater period agreed upon by the parties; or
  - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

### C3.00 DEFINITIONS

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

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

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

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

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

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

#### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- C4.1 The CTA/CAE and OSSTF/FEESO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA/CAE. The parties agree that the Crown may attend meetings.
- C4.6 OSSTF/FEESO and CTA/CAE representatives will each select one co-chair.
- C4.7 Additional representatives may attend as required by each party.

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

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

##### **C5.1 Definitions**

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

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

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the central parties.
- iii. The central parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - c. To withdraw a grievance.
  - d. To mutually agree to refer a grievance to the local grievance procedure.
  - e. To mutually agree to voluntary mediation.
  - f. To refer a grievance to final and binding arbitration at any time.
- iv. The Crown shall have the following rights:
  - a. To give or withhold approval to any proposed settlement between the central parties.
  - b. To participate in voluntary mediation.
  - c. To intervene in any matter referred to arbitration.
- v. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- vi. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- vii. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

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

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and

translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

**C5.4 Grievance Shall Include:**

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

**C5.5 Referral to the Committee**

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

**C5.6 Voluntary Mediation**

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

### **C5.7 Selection of the Arbitrator**

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

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

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

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

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

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

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

### **C8.00 WORK YEAR**

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

### **C9.00 STAFFING COMMUNICATION**

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

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

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

## **C10.00 BENEFITS**

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

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

### **C10.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

### **C10.2 Eligibility and Coverage**

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

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

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

### **C10.3 Funding**

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

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

Funding shall be made retroactive to September 1, 2019.

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

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

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

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

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

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

#### **C10.6 Privacy**

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

#### **C10.7 Benefits not provided by the ELHT**

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

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

**C10.8 Payment in Lieu of Benefits**

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

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

**C11.00 STATUTORY LEAVES OF ABSENCE/SEB**

**C11.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leave granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

**Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

## **C12.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

#### **b) Sick Leave Days**

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

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

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

#### **d) Eligibility and Allocation**

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

- iii. Where an employee is accessing sick leave, STLD, 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 STLD days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. Where an employee is accessing STLD, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLD days from the previous school year's allocation.

In the event the employee exhausts their STLD allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLD 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 STLD 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 STLD.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two

(2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

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

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

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

**g) Administration**

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

- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

**h) Pension Contributions While on Short Term Disability**

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification of Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

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

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

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

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF/FEESO education workers, subject to program and operational needs, shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

- c) OSSTF/FEESO education workers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

### **B. Other Retirement Gratuities**

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

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

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

<b>Date of Assessment:</b> dd      mm      yyyy
--

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

#### PHYSICAL (if applicable)

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

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

## **LETTER OF AGREEMENT #2**

### **BETWEEN**

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

### **AND**

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

**RE: Job Security**

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

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

- a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
- a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**BETWEEN**

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

**AND**

**The Crown/Couronne**

**RE: Provincial Working Group - Health and Safety**

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

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

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

## **LETTER OF AGREEMENT #4**

### **BETWEEN**

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

### **AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

## LETTER OF AGREEMENT #5

### BETWEEN

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

### AND

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

**RE: Status Quo Central Items**

#### Status quo central items

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

#### Issues:

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

## **LETTER OF AGREEMENT #8**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown/Couronne**

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

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

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

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

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

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

**LETTER OF AGREEMENT #9  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Employee Life and Health Trust (ELHT) Committee**

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

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

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

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Benefits**

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

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

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

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

**1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

- a) Provide education workers access to the same plan as that of the teacher's plan.
- b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

## **2.0.0 ELIGIBILITY and COVERAGE**

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

## **3.0.0 FUNDING**

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

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

maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

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

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

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

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

- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,
  - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit. If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- l. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the OSSTF Provincial Office.
- m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.

- n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

#### **4.0.0 TRANSITION COMMITTEE**

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

#### **5.0.0 PAYMENTS**

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

#### **6.0.0 ENROLMENT**

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

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

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

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

#### **8.0.0 CLAIMS SUPPORT**

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

#### **9.0.0 PRIVACY**

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

#### **Appendix A – HRIS File**

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

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

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

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

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

**1. Pregnancy Leave Benefits**

Definitions

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

Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An

employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.

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

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

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100%

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

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

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

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

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

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

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

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

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

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

#### **4. Retirement Gratuities**

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

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

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

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

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

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

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

## **PART B**

### **TERMS NEGOTIATED LOCALLY (L)**

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## ARTICLE 1 - PURPOSE

- 1.01 It is the intent of the parties of this Agreement, hereinafter referred as the “Agreement”, to maintain a mutually satisfactory relationship by setting forth certain terms and conditions of employment and to provide for the settlement of grievances.

## ARTICLE 2 - RECOGNITION

- 2.01 The District School Board Ontario North East (hereinafter referred to as the “Board”) recognizes the Ontario Secondary School Teachers’ Federation (hereinafter referred to as the “Union”) as the sole bargaining agent of all Professional Student Services Personnel employed by District School Board Ontario North East (Employer), save and except supervisors and those above the rank of supervisor, students employed during vacation period, students engaged in work experience, or students on cooperative education programs and those employees for which any trade union holds bargaining unit rights, as of the date of application.
- 2.02 The Board recognizes the right of the Union to authorize the Local to act as an agent of the Union in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all Professional Student Services Personnel covered by this Agreement.
- 2.03 The Board recognizes the right of the Local to receive assistance from the Union, or any other duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this agreement.

## ARTICLE 3 - DEFINITIONS

- 3.01 “Attendance Counsellor” shall mean a person who is employed as an Attendance Counsellor for the Board.

“Casual PSSP” shall mean a person employed by the Board on a casual basis/in a temporary capacity for the replacement of union members on leave. Casual PSSP’s are members of the Bargaining Unit and have all rights and obligation of the Collective Agreement with the exception of, ARTICLE 12 – Seniority, ARTICLE 13 – Layoff and Placement Procedures, ARTICLE 14 – Recall, ARTICLE 16 – Vacation, ARTICLE 17 – Leaves, ARTICLE 18 – Benefits, ARTICLE 22 – Severance, ARTICLE 24 – Deferred Salary Leave. Casual PSSP’s shall be paid at the step 1 pay rate as per ARTICLE 20 – Salary.

“Qualified Child & Youth Worker (CYW)” shall mean a person who is employed as a Child & Youth Worker in a school which is under the jurisdiction of the Board and has a Child and Youth Worker diploma, or has a Social Service Worker diploma and/or other degree **and is registered with a professional college as a mental health professional.**

“Unqualified Child and Youth Worker” shall mean a person who is employed as a Child and Youth Worker in a school which is under the jurisdiction of the Board and does not meet the criteria for a Qualified Child and Youth Worker.

“Indigenous Student Advisor” shall mean a person who is employed as an Indigenous Student Advisor under the jurisdiction of the Board.

“Social Worker” shall mean a person who is employed as a Regional School Social Worker in a school which is under the jurisdiction of the Board and has a Master or Bachelor of Social Work degree and is registered with the Ontario College of Social Workers and Social Service Workers.

#### **ARTICLE 4 - DUES DEDUCTION**

- 4.01 Effective the date of ratification, the Board agrees to deduct from the wages of each employee on each pay, regular dues or monthly levy, as certified, in writing, by the Union to be currently in effect according to the Constitution of the Union from the wages of each employee. The Board further agrees to remit the amount so deducted to the Union by the 15th day of the month following, the calendar month in which the deductions were made. The payment shall be accompanied by a list showing the names and the amount of dues deducted in respect of the individuals.
- 4.02 Every employee shall, as a condition of employment, make application for membership in the Union and shall make regular dues payment and, when accepted into membership by the Union which shall be within thirty (30) days following successful completion of the probationary period, shall maintain such membership in good standing. The Board will inform all new employees of this condition of employment at the time of hiring.
- 4.03 In consideration of the deduction and forwarding of Union dues by the Board, the Union agrees to indemnify and save the Board harmless against any claim of liability arising out of or resulting from the operation of this Article.

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Board and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 5.02
- (a) It is agreed that the Union and the employees will not engage in Union activity during working hours or hold meetings at any time on the premises of the Board without the permission of the appropriate Superintendent or designate.
  - (b) Where the appropriate Superintendent gives permission under this Article, the meeting or other activity shall take place at the location and on the terms specified by the Superintendent. Time taken for meetings or activities specified under this Article shall not be considered time worked and shall not be paid for by the Board.
  - (c) The Local shall be allowed to carry out union business on the Board's premises outside of regular working hours subject to the Board's Community Use of Schools Policy.

- 5.03 There shall be no discrimination exercised by either the Board or the Union as prescribed by the Human Rights Code, R.S.O. 1990, Chap. H.19.

## **ARTICLE 6 - CONTRACTUAL COMMUNICATION**

- 6.01 All correspondence between the Board and the unit arising out of this agreement or incidental thereto, shall pass to and from the Director of Education or designate and the unit President, unless otherwise designated.
- 6.02 A copy of the Collective agreement will be posted on Docushare. All new Union members shall be advised as to where to access the agreement.
- 6.03 The Union President shall be notified of all postings, appointments, hiring lay- offs, re-hirings, and terminations of employment.
- 6.04 The Board shall provide the bargaining Union President with copies of all letters related to hires, redundancies, leaves, retirements, resignations and terminations.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.01 The Union recognizes that it is the function of the Board to exercise all the regular and customary functions of management including direction of the working forces of the Employer, subject to the terms of this Agreement.
- 7.02 The Board and Union agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, and consistent within the collective agreement and the prevailing statutes.

## **ARTICLE 8 - NO STRIKES OR LOCKOUT**

- 8.01 The Board agrees that there shall be no lockout of any employees and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

## **ARTICLE 9 - UNION REPRESENTATION**

- 9.01 The Board acknowledges the right of the Union to appoint or otherwise select officers and representatives. The name and school of the officers and representatives from time to time selected, shall be given to the Board in writing. The Board shall not be required to recognize the officers and representatives until it has been so notified.
- 9.02 When an employee is disciplined and if a meeting is held to affect such discipline; the employee shall have the right to request the presence of a Union representative. The Board agrees to advise the employee of this right prior to imposing formal discipline. This right shall be a procedural right and not a substantive right.
- 9.03 Following the giving of notice pursuant to Article 24.02 and until the ratification of a renewal collective agreement, the Board agrees to recognize a Union Negotiation Committee consisting of up to four (4) employees from the Union and one (1)

representative of the Union who is not an employee of the Board. The Board will allow each of the four (4) employee members of the Negotiation Committee to be released from duties for bargaining meetings with the Board with pay.

## **ARTICLE 10 - GRIEVANCE PROCEDURES**

### **10.01 Definition**

Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

10.02 An employee shall have the right to have a representative from OSSTF present to assist the member at any stage of this grievance and arbitration procedure.

### **10.03 Complaint Stage**

An employee, with the concurrence of the Union, may, within twenty days of the employee becoming reasonably aware of the occurrence giving rise to the grievance, initiate a complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

### **10.04 Grievance Procedure – Individual**

In the case of a grievance by the Union on behalf of one of its members. the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

### **10.05 Step 1**

If the reply of the principal or immediate supervisor of the grievor at the Informal Stage is not acceptable to the Union, the Union shall initiate a written grievance within twenty (20) days to the appropriate Superintendent or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

A copy of the written grievance shall be sent to the Director of Education or designate.

The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clauses in the Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the Bargaining Unit.

### **10.06 Step 2**

If the reply of the appropriate Superintendent or designate is unacceptable to the Union, it shall within ten (10) days of the receipt of the reply, so notify the Director of Education or designate who shall, after consultation with the Board, answer the grievance in writing within the ten (10) days after the next meeting of the Board.

### **10.07 Step 3**

If the reply of the Director of Education or designate is unacceptable to the Union, it shall then apply for arbitration within twenty (20) days of the receipt of the reply.

10.08 **Grievance Procedure – Policy**

In the case of all other grievances by a party (including those on behalf of a group of employees, all the employees, a retired member or a deceased member), the party making the grievance shall take the following steps in sequence to resolve the matter.

10.09 **Step 1**

The Union shall make a written grievance to the Director of Education or a designate, or the Secretary of the Board, as the case may be, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clauses in the Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the party making the grievance.

10.10 **Step 2**

If the reply of the Director of Education or designate is not acceptable to the party making the grievance, that party shall then apply for arbitration within twenty (20) days of the receipt of the reply.

10.11 **Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the Ontario Labour Relations Act. 1985.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to request a settlement officer.

Upon written notification of either party to the other party indication that the party no longer agrees to the use of a settlement officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

10.12 **Arbitration**

Either party, by mutual consent, may refer the grievance to a single arbitrator, as per the Ontario Labour Relations Act and will provide the other party with the names of three (3) arbitrators. If no agreement can be reached on the appointment of an arbitrator, the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator. Failing to reach mutual consent to refer a grievance to a single arbitrator, the grievance will be referred to a Board of Arbitration.

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

the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitrator or Arbitration Board shall not be authorised to make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement.

- 10.13 There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this agreement.
- 10.14 Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Union representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits.
- 10.15 Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chairman shall be borne equally by the Parties.
- 10.16 Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board.
- 10.17 Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
- 10.18 Time restrictions may be extended if mutually agreed in writing. Failure of one (1) party to comply with the time limits or any agreed upon extension shall result in the grievance proceeding to the next step.
- 10.19 The time limits stipulated in 10.04 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including **August 31** during the current school year.
- 10.20 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 10.21 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.
- 10.22 **Time Limits**  
The time limits fixed by both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement. It is understood that the failure of the Employee representative to reply in writing at any stage of the grievance or Arbitration Procedure, will be cause for the grievance to proceed to the next step within the defined time limits.

## **ARTICLE 11 - JUST CAUSE**

- 11.01 No member shall be demoted, disciplined, discharged without just cause.
- 11.02 “Discipline” shall mean:
- (i) suspension with or without loss of pay, or
  - (ii) loss of pay
- 11.03 A member subject to disciplinary action, other than a verbal warning, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

## **ARTICLE 12 - SENIORITY**

- 12.01 Seniority is defined as the length of continuous service in the employment of the Board calculated from the date of last hire.
- Seniority shall operate on a bargaining unit wide basis.
- In any layoff or recall the most senior employee will be given preference provided he/she has the skill, ability and qualifications to perform the available work competently.
- In determining skill, ability and qualifications, the Board shall be entitled to consider the special needs of the program. This shall include employment, with the current or predecessor Board prior to certification.
- 12.02 A newly hired employee shall work a probation period of 60 school days worked from the date of last hire. During the probation period, the employee shall have no seniority and shall be entitled to all the rights and benefits of this collective agreement except seniority. A probationary employee may be dismissed for any reason satisfactory to the Board which shall not be arbitrary, discriminatory or in bad faith. Upon successful completion of the probation period, seniority shall be effective from the original date of last hiring. The probationary period may be extended by written agreement of the Employee, the Board and the Union.
- 12.03 The Employer shall maintain a seniority list, as per Article 12.06 which lists the name and job classification of each permanent employee, showing the date upon which each employee’s unbroken service commenced. The employer will email a copy of the list to the president and post the list on DocuShare.
- 12.04 Provided that if no objection is filed within twenty (20) working days the list shall be deemed to be correct and shall not be subject to grievance or change without written mutual consent between the Employer and the Union.

- 12.05 An employee shall be struck from the seniority list and his/her employment terminated if:
- (a) he/she is discharged for just cause and is not reinstated;
  - (b) he/she resigns or quits;
  - (c) he/she is absent from work without permission for five (5) days or more;
  - (d) being laid off, laid off, he/she fails to return to work under the recall provisions of Article 14, including the right to refuse recall contained therein, within ten (10) working days after having been advised to return by Board email;
  - (e) he/she is laid off for a period of twenty-four (24) months.
- 12.06 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- (a) last date of hire;
  - (b) total experience with the Board within the PSSP classifications;
  - (c) by lot.
- 12.07 The Board shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by board email to the individual and the Bargaining Unit President. Such notice shall include the date and time at which the individual is to report to work.
- 12.08 Where the Board is required to accommodate an employee disability under the Ontario Human Rights Code or is participating in the rehabilitation of an employee who is returning to work from an absence covered by the Workers' Safety Insurance Board, the Union shall co-operate.

## **ARTICLE 13 - LAYOFF AND PLACEMENT PROCEDURES**

- 13.01 Unless there is prior knowledge that circumstances have changed, the same employee in a school at the end of June will return on the first day of pupil attendance in September. Changed circumstances include but are not limited to changes in program or funding. Professional Student Services Personnel may be notified by June 30<sup>th</sup> but no later than August 1.
- In the event that there are changed circumstances prior to September 30, the Bargaining Unit President shall be informed prior to any declaration to members regarding postings or transfers, to discuss potential postings or transfers resulting from the changed circumstances.
- 13.02 Child and Youth Workers, Indigenous Student Advisors, Attendance Counsellors, and the Regional School Social Workers who have a position in June and return before the end of September are considered to have "continuous service".

- 13.03 In the event that there are not enough positions available in September for all Professional Student Services Personnel working in June, the unplaced person(s) may exercise "bumping rights" into the least senior equivalent position if available, or if not available, the least senior part-time position. The laid off employee must exercise bumping rights within five (5) working days from notification of layoff. The employee may decide to remain on the recall list, rather than take the zone, regional or board-wide bump. An employee who waives this option and has no position by the end of September will be placed on the recall/seniority list for twenty-four (24) months.
- 13.04 Professional Student Services Personnel who are not currently working full time or are on a twenty-four (24) month recall list will be given priority for supply work respectively.
- 13.05 If one position becomes redundant in an entity the least senior employee at that location will be declared redundant. Should this employee be senior to other Professional Student Services Personnel, "bumping rights" may be exercised. The laid off employee must exercise bumping rights within five (5) working days from notification of layoff. The employee may decide to remain on the recall list, rather than take the zone or regional bump.
- 13.06 Bumping rights shall be exercised within an entity, zone and regional basis. If one position becomes redundant in a school, the least senior employee in an entity will be declared redundant. An entity shall be defined as:
- Hearst
  - Kapuskasing/Smooth Rock
  - Smooth Rock/Cochrane
  - Cochrane/Iroquois Falls/Matheson
  - Timmins
  - Kirkland Lake/Englehart
  - Englehart/Kerns/Elk Lake
  - New Liskeard/Temagami/Kerns
- 13.07 The zone shall be defined as:
1. Temiskaming Board of Education
  2. Kirkland Lake Board of Education
  3. Timmins Board of Education
  4. Cochrane, Iroquois Falls, Black River, Matheson Bd. of Education
  5. Kapuskasing, Smooth Rock Board of Education
  6. Hearst Board of Education
- 13.08 An unplaced employee shall also have the right to bump the least senior employee on a regional basis and then on a board-wide basis if the entity and zone bumping continues to result in unemployment.

- 13.09 Once all Professional Student Services Personnel who were working in the previous school year are placed and/or have had the opportunity to exercise the "bumping rights", any positions which become available will be considered "new" positions.
- 13.10 Professional Student Services Personnel may request voluntary exchange or transfer to another position or school by mutual consent within the system for the following school year by applying in writing by March 31st to the appropriate Supervisory Officer. Copies of the request are to be forwarded to the principals of both the present and possible future locations, and president of the bargaining unit.
- 13.11 Any request for a reduced assignment will be submitted in writing to the appropriate Superintendent for consideration.
- 13.12 If no employee currently working or on the seniority list will accept a vacancy, then the Board shall be entitled to hire a person without seniority.
- 13.13 All vacancies and new positions will be posted with internal postings first, then external. If time is of the essence and both parties agree, both postings may run at the same time with internal applications given priority.
- 13.14 The parties are committed to consult in order to clarify Bumping and Recall procedure.
- 13.15 Any change from a part-time position to a full-time position shall be offered to the incumbent employee who is currently working at that site. Should the incumbent employee decline the additional hours, the position shall be posted and filed according to the collective agreement.

## **ARTICLE 14 - RECALL**

- 14.01 Employees who are laid off shall have recall rights to available positions for a period of twenty-four (24) months. Recall to available positions shall be offered in order of seniority. An employee shall have the right to refuse an offer of recall if it is not to the entity from which they were laid off. The employees shall not forfeit any rights of recall under this article for such refusal. Employees who refuse an offer of recall within the entity from which they were laid off will forfeit their rights to recall and will be removed from the recall list.
- 14.02 When a permanent vacancy becomes available the Employer shall contact the employee being recalled by Board email. The recall notice (which includes the employee's name) shall also be emailed to the Bargaining Unit President. The Employee on recall must respond within five (5) calendar days of the date of the email.
- 14.03 During the period that an employee is on the recall list, he/she shall maintain their seniority rights and accumulated sick leave.
- 14.04 Employees who are on the recall list shall notify the Board so that they may have the opportunity to be available for casual or part-time work without affecting their recall status.

## ARTICLE 15 - POSTING OF VACANT POSITIONS

- 15.01 When a vacancy becomes available or a new position is created the employer shall post a notice of the position within ten (10) working days of the position becoming vacant. Posting notices shall be included on the board website as well as placed in a suitable location at each work location and Board office, for a minimum of three (3) working days in order that all employees covered by this agreement will be advised of the position and be able to make written application for same. During the summer months, the employer will advertise internal postings on the board website.
- 15.02 Vacancies created by internal appointments during school year will be posted. Only the original vacancy and the first resulting vacancy shall be posted when the vacancy is filled from within the bargaining unit. The first resulting vacancy will be posted for a minimum of four (4) working days.
- 15.03 If requested by the unsuccessful applicant, the immediate supervisor will debrief the applicant and suggest methods of improvement.
- 15.04 In applying to vacant position postings, members shall be given preference according to (a) their entity, (b) their zone, (c) their region and finally, (d) the entire system.
- 15.05 When a temporary vacancy occurs which is anticipated to exceed three (3) months, it will be posted in a suitable location in each work location for a minimum of three (3) working days. Only the original position shall be posted. Upon the completion of the temporary assignment, the employee shall be returned to his/her former position.

## ARTICLE 16 - VACATION

- 16.01 Employees will be paid their appropriate vacation percentage accrual on each payday.
- 16.02 **Vacation Entitlement**  
Employees in this bargaining unit shall receive the following vacation entitlement in accordance with credited service as follows:

<b>Length of Continuous Service as of June 30</b>	<b>Ten (10) month employees</b>
Less than 3 years	4% vacation pay
3 years but less than 7	6% vacation pay
7 years but less than 15	8% vacation pay
15 years to 25 years	10% vacation pay
After 25 years	12% vacation pay

16.03 The Employer recognizes the following as paid holidays:

- |                      |                   |
|----------------------|-------------------|
| (a) New Years' Day   | (f) Labour Day    |
| (b) Thanksgiving Day | (g) Good Friday   |
| (c) Easter Monday    | (h) Christmas Day |
| (d) Boxing Day       | (i) Victoria Day  |
| (e) Canada Day       | (k) Family Day    |

## ARTICLE 17 - LEAVES

### 17.01 **Bereavement Leave**

All employees shall be granted up to five (5) days leave without loss of salary or wages to attend the funeral of a parent, current spouse, sister, brother, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grand- child.

All employees shall be granted up to three (3) days leave without loss of salary or wages to attend the funeral of an aunt, uncle, niece or nephew.

### 17.02 **Pregnancy and Parental/Adoption Leave**

Employees shall be granted parental/adoption leave in accordance with The Employment Standards Act. As benefits are covered under the Central Agreement refer to C10.0 Benefits page 10 of this Collective Agreement.

SEB provisions are also covered under the Central Agreement, refer to C11.0 Statutory Leaves of Absence/SEB page 13 of this Collective Agreement.

### 17.03 **Compassionate Leave**

Compassionate leave, exclusive of absence due to sickness or bereavement, upon written application to the appropriate Superintendent through the immediate supervisor, the Board may grant in exceptional circumstances up to a maximum of five (5) days with pay for any individual request. Compassionate leave may be granted consecutively with bereavement leave.

### 17.04 **Jury or Witness Duty**

Every employee is entitled to his salary notwithstanding his absence from duty as a witness or juror in any court to which he has been summoned in any proceedings to which he is not a party or one of the persons charged provided that any remuneration other than that explicitly for expenses is refunded to the Board.

### 17.05 **Special Consideration**

An employee may request a leave of absence in writing from the appropriate Superintendent. Such request shall set out the reasons for the request and the use to which the leave will be put. The Board may grant any such request at its sole discretion.

### 17.06 **Personal Leave**

All permanent employees shall be entitled to five (5) personal leave days with pay to be taken during the contract year, upon the request of the employee. Where possible, ten (10) days' notice shall be given. Personal leave days are to be earned at the rate

of one (1) for every two (2) months for which an employee was actively at work or on paid sick leave. The personal leave day earned for September and October may be taken by the employee during September or October and the personal leave day earned for May and June may be taken in May or June. The employee may request access to a maximum of two unearned personal days. The approval of these requests will be at the sole discretion of the appropriate supervisor.

17.07 **Quarantine Leave**

Leave with pay and without deduction from sick leave shall be granted to an employee for the period of quarantine when declared by the Medical Officer of Health.

17.08 **Leave for Union Business**

Upon written application to the Employer by the Bargaining Unit, the Employer through the Director of Education or a designate, will grant Union leave.

The Bargaining Union shall reimburse the Employer for the cost of any replacement worker used to cover the employee taking Union Leave. The Board shall endeavour to replace the worker.

The Employer will grant leave for designated member(s) of the Bargaining Unit for Union duties. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Employer at the cost of the replacement worker.

Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or cumulative sick leave credits.

The employee(s) on Union Leave shall retain all rights outlined in this Agreement as though he/she/they were working full-time.

All employees required to meet with the employer for negotiations, grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits.

There shall be no reprisals or any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of union duties.

17.09 **Short Term Union Leave**

Any requests for short term union release must be submitted to the appropriate Superintendent one (1) week prior to the date of the leave. The approval of these leaves is at the discretion of the Superintendent. All costs associated with short term union leave requests will be borne by the bargaining unit and will come at no cost to the Board.

17.10 **Leave of Absence Without Pay**

(a) The Director of Education or designate may grant a leave of absence without salary or loss of seniority. Requests for leave shall be made in writing to the Director of designate. Such leave shall not unreasonably be withheld.

(b) A request by two individual employees to participate in a job sharing plan will be given consideration by the appropriate supervisory officer, provided there are no additional costs to the Board. Employees working on a job sharing basis would be subject to the terms and conditions of part-time employees as outlined in various section of this agreement.

17.11 **Sick Leave**

**Sick leave provisions are covered under the Central Agreement. Refer to Article C12.00 in Part A of this Collective Agreement.**

17.12 Sick leave access for any absence for a period of five (5) days or less may be certified by the appropriate Superintendent. A medical certificate for the illness or non-compensable accident shall be required by the Board after five (5) consecutive days of absence. If the employer requests a medical certificate for less than 5 days, the employer shall pay for the certificate. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted by a licensed medical practitioner before the Employee shall be entitled to payment under the Sick Leave Plan.

17.13 A medical certificate, indicating the employee's fitness for duties or modified duties, physical or mental restrictions and prognosis for recovery, for illness or non-compensable accident may be required by the Board after prolonged or repeated illness as well as upon return to work after recovery from disability or other medical absence or in any case deemed appropriate by the Board.

## **ARTICLE 18 - DEFERRED SALARY LEAVE PLAN**

18.01 **Purpose**

The purpose of the leave with deferred salary is to allow the employer to give experienced employees a period of "revitalization" outside the profession while at the same time permitting young employees to gain experience in their absence.

18.02 **Description**

Leave with deferred salary is sometimes known as the "Four Year Over Five Plan", in which the participant works four years at 80% of gross salary in return for a one year leave at approximately the same rate, in this case, a greater or lesser number of years may be utilized in the calculation. In effect, "Four Years Over Five Years" becomes... X years over (X+1) years.

18.03 **Qualifications**

The employee must have three (3) years of continuous service with the Employer prior to the start of the one (1) year leave.

18.04 **Application**

The employee must make written application to the Employer, through the appropriate Supervisory Officer on or before February 28 of any year, in which is described the applicant's proposal with respect to a Deferred Salary Plan and the timing of the leave of absence.

18.05 **Approval or Denial**

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or of denial, with explanation, shall be delivered to the applicant not later than May 30 following the date of application.

18.06 **Conditions**

Semestered School Entry into the plan shall be effective on the first day of September and/or the first day of January. The leave of absence shall commence on the first day of the first semester or the first day of the second semester.

18.06.1 The deferred salary shall be placed in trust with the Employer's bank and interest earned thereby shall accrue to the benefit of the trust in accordance with the Trustee Act. Throughout an Employee's participation in the plan, the control of the trust shall be vested solely in the Employer on behalf of the participant.

18.06.2 During the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant in the same manner, as would his/her salary were he/she not on Leave of Absence.

18.06.3 A participant may withdraw from the plan at any time prior to March 15 preceding the commencement of the Leave of Absence. Upon withdrawal, the sum accumulated in the trust including accrued interest thereon, shall be paid to the participant within sixty (60) days following delivery to the appropriate Supervisory Officer, of written notification of withdrawal.

18.06.4 A declaration of redundancy shall be deemed to be a written notice of withdrawal and the above terms will apply.

18.06.5 Notwithstanding 24.06.4., the Employee may request a suitable repayment schedule of the sum accumulated in the trust including accrued interest thereon in no more than two (2) lump sums, and in not more than two (2) calendar years, including the year of withdrawal.

18.06.6 In case of the death of a participant prior to commencement of the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the Leave of Absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the death.

18.06.7 Should an Employee die while participating in the plan, the retirement gratuity, if applicable, will be paid to the estate as if the Employee were receiving 100% of salary.

- 18.06.8 The Employee, on return from leave, will be assigned to a school in his/her entity.
- 18.06.9 The Employee, on return from leave, will be subject to the provisions of Article 12 & 13 (Seniority, Transfer, Surplus, Redundancy, and Recall Procedures).
- 18.06.10 The Employee on returning from the year of leave will be credited with seniority as if the Leave of Absence had not been granted. He/she will not gain a (1) year on the salary grid.
- 18.06.11 The Employee will not accumulate sick leave credits during the leave.
- 18.06.12 No restrictions may be placed on the Employee by the Employer regarding his/her activities during the leave save and except any restrictions that may exist in the Income Tax Act.
- 18.06.13 The Bargaining Unit agrees that the replacement Employee will be hired for the duration of the leave of absence only and will not be subject to retention procedures.
- 18.06.14 The Employee is responsible to apply to OMERS and make all arrangements for the leave. The Employer will not be responsible for any loss of cumulative years in the OMERS plan as a result of the leave.
- 18.06.15 The Employee's Pension Plan deductions are to be continued during the leave.
- 18.06.16 One semester leaves are conditional upon the availability of a suitable replacement employee.

## **ARTICLE 19 - BENEFITS**

**Benefits provisions are covered under the Central Agreement. Refer to C10.0 Benefits, page 10.**

- 19.01 Membership in the Long Term Disability plan shall be a condition of employment. One hundred percent (100%) of the Long Term Disability premium shall be paid by the employee.

- 19.02 **Pension Plan**

The Ontario Municipal Employee's Retirement System (OMERS) shall be the recognized Pension Plan for members of this bargaining unit.

A member who holds certification as a teacher shall become and remain a member in good standing of the Ontario College of Teachers and the Ontario Teachers' Pension Plan.

The Board shall make the appropriate deductions from the employee's pay and submit to OMERS the necessary employee and employer pension contributions as required.

## ARTICLE 20 - INCLEMENT WEATHER

- 20.01 When weather conditions make it impossible for a member to reach the employer's workplace, as per Board policy, there will be no deductions or loss of entitlements under this Collective Agreement.

## ARTICLE 21 - SALARY GRID

- 21.01 Rates of pay effective September 1, 2019, August 31, 2020, and September 1, 2021:

<i>Effective September 1, 2019</i>					<i>1% Increase</i>	
Experience	Unqualified CYW		Qualified CYW		Attendance Counsellor	
	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly
0	22.22	1,555.37	27.33	1,912.86	28.77	2,013.74
1	23.52	1,646.46	28.95	2,026.47	29.80	2,086.21
2	24.82	1,737.54	30.57	2,140.08	32.45	2,271.32
OCCUP	STEP	HRLY RATE	COMMENTS			
ISA	000	27.5234	Unionized with PSSPs eff Sept 1, 2012			
SOCWR	000	53.8630	Unionized with PSSPs eff Sept 1, 2012			

<i>Effective August 31, 2020</i>					<i>1% Increase</i>	
Experience	Unqualified CYW		Qualified CYW		Attendance Counsellor	
	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly
0	22.44	1,570.92	27.60	1,931.98	29.06	2,033.88
1	23.76	1,662.92	29.24	2,046.74	30.10	2,107.07
2	25.07	1,754.92	30.88	2,161.48	32.77	2,294.03
OCCUP	STEP	HRLY RATE	COMMENTS			
ISA	000	27.7987	Unionized with PSSPs eff Sept 1, 2012			
SOCWR	000	54.4016	Unionized with PSSPs eff Sept 1, 2012			

**Effective September 1, 2021**

**1% Increase**

Experience	Unqualified CYW		Qualified CYW		Attendance Counsellor	
	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly
0	22.67	1,586.63	27.88	1,951.30	29.35	2,054.22
1	23.99	1,679.55	29.53	2,067.20	30.40	2,128.15
2	25.32	1,772.47	31.19	2,183.10	33.10	2,316.98
OCCUP	STEP	HRLY RATE	COMMENTS			
ISA	000	28.0767	Unionized with PSSPs eff Sept 1, 2012			
SOCWR	000	54.9457	Unionized with PSSPs eff Sept 1, 2012			

## ARTICLE 22 - MISCELLANEOUS

### 22.01 **Personnel Files**

- a) Upon prior written request to Human Resources, an employee will be provided with a copy of his/her personnel file. The file will be copied and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup.
- b) Upon written request of the Employee to the Superintendent of Human Resources, documents contained in the Employee's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file three (3) years after their date of issue, unless further similar disciplinary action has occurred in that period.

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

### 22.02 **Working Conditions**

Each full-time Professional Student Services Personnel shall be granted two (2) fifteen (15) minute breaks in each scheduled workday of at least seven hours duration. Such breaks shall be taken at times as directed by the Principal or his designate.

- 22.03 An employee travelling on Board business at the Board's direction shall be reimbursed in accordance with the Board travel policy in force at the time of the employee's travel.
- 22.04 The Record of Employment for Professional Student Services Personnel will be issued as required by the *Employment Insurance Act*.
- 22.05 The Board shall provide each Professional Student Services Personnel who works at least five (5) continuous hours in a day with a thirty (30) minute unpaid meal period at a time directed by the Principal.

22.06 The normal hours of work for full time employees shall be seven (7) hours per day Monday to Friday.

The normal work year of two-hundred and four (204) days is based on:

- 188 instructional days,
- 6 professional development days and
- 10 paid holidays

Attendance Counsellors will begin working one (1) week prior to the opening of schools and finish one (1) week early provided that schools are operational with a supervisor present.

22.07 Overtime:

- a) All time worked beyond the regular work day and week shall be approved by the appropriate Superintendent responsible for the employee group and on a voluntary basis and shall be deemed to be overtime. Overtime worked shall be paid for at the rate of time and one half (1 ½).
- b) Any employee who is required to work a regular day off shall be paid at the rate of time and one half (1 ½) the employee's standard rate of pay for every hour worked.
- c) An employee who was required to work on a statutory holiday shall be paid at the rate of double the employee's standard rate of pay for each hour worked in addition to the employee's regular pay for said statutory holiday.
- d) Employees will have the option of time off in lieu of overtime worked providing the time off option is exercised within six (6) months of the overtime being worked. Such time off will be granted at the request of the employee at the rate as specified above. A maximum of five (5) days accumulation is permitted.

22.08 The employer shall endeavour to ensure that every employee will be provided with suitable workspace in accordance with applicable provincial legislation.

22.09 **Health and Safety**

The employer 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.

The employer agrees to develop explicit policies and procedures to deal with violence.

22.10 **Technological and Other Changes – Training Program**

In the event that the Employer should introduce new methods or equipment which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given appropriate training.

## **ARTICLE 23 - SEVERANCE**

- 23.01 The Employer shall pay to any member of the Bargaining Unit with one (1) year or more service who is declared redundant and leaves the employ of the employer a severance allowance calculated as follows: four percent (4%) of the member's annual salary for each year of continuous employment with the Employer or predecessor employer, up to a maximum of twenty percent (20%).
- 23.02 A member who is redundant to the needs of the system shall remain on the recall list until September 30<sup>th</sup>. At that time the member may decide to remain on the recall list or choose to accept a severance pay. If the member selects severance pay, the payment will be made on or before October 15<sup>th</sup> of the same year.
- 23.03 Once a member has accepted the severance allowance, the employer has no further employment obligations.

## **ARTICLE 24 - CONTRACTING OUT**

- 24.01 No job consisting of work normally performed by members of the Bargaining Unit, which had been assigned to a member or members of the bargaining unit, shall subsequently be contracted out where:
- a) the contracting out of such work would result in the lay-off of reduction in the number of hours regularly scheduled for one (1) or more bargaining unit employees, or
  - b) there are bargaining unit employees on lay-off with recall rights, who have the necessary skill, ability, and qualifications to perform the work required and the work required is sufficient to recall one (1) or more employees to at least seven (7) consecutive hours per week.

This clause shall not apply in cases of training or emergency.

## **ARTICLE 25 - DURATION**

- 25.01 This Agreement, when ratified by the Board and the Union, shall become effective and remain in full force from September 1, 2019 until August 31, 2021 and shall continue automatically thereafter for annual periods of one year unless either party gives notice as provided for in article 25.02.
- 25.02 Either party desiring to continue, change or terminate this Agreement must notify the other in writing not sooner than ninety (90) days prior to the expiration date. If notice is given, as provided for herein, the parties shall meet within fifteen (15) days from the giving of notice.

25.03 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, in writing and duly signed by each.

THIS AGREEMENT SIGNED THIS 2 DAY OF DECEMBER, 2020.

On behalf of  
District School Board O.N.E.

Rudolf Dye  
Rowe  
Stobley

On behalf of  
The Professional Student Services Personnel

Shirley  
Beth Anne

## LETTER OF UNDERSTANDING

Between

District School Board Ontario North East

And

Ontario Secondary School Teachers Federation, representing  
Professional Student Services Personnel

### RE: Pay Equity

Within 60 days of ratification of this agreement, the parties shall meet to establish a joint process for the development of pay equity, including Rules of Procedure for maintenance.

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

For the Union - OSSTF PSSPs:

SHills  
Beth Clark  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Board - DSB1:

Lynette  
Howe  
Stokes  
\_\_\_\_\_  
\_\_\_\_\_