

# COLLECTIVE AGREEMENT

BETWEEN

THE UPPER CANADA DISTRICT SCHOOL BOARD  
(HEREINAFTER CALLED THE "EMPLOYER" OR "BOARD")



AND

THE ONTARIO SECONDARY TEACHERS' FEDERATION  
(HEREINAFTER CALLED "OSSTF" OR THE "UNION")

REPRESENTING

THE PROFESSIONAL STUDENT SERVICE PERSONNEL  
OF DISTRICT 26, UPPER CANADA OF THE ONTARIO SECONDARY SCHOOL TEACHERS'  
FEDERATION  
EMPLOYED BY THE BOARD  
(HEREINAFTER CALLED THE "BARGAINING UNIT")



SEPTEMBER 1, 2019

TO

AUGUST 31, 2022

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# PART A – CENTRAL TERMS

## C1.0 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.

## C2.0 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.

### C3.0 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

#### **C4.0 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.

#### **C5.0 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.

### **C6.0 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.

### **C7.0 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.

## **C8.0 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.

## **C9.0 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.

## **C10.0 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 administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

#### **C.10.7 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.**

## **C11.0 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.

## **C12.0 SICK LEAVE**

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

**a) Sick Leave Benefit Plan**

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

**b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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



f) **Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment**  
Notwithstanding the parameters outlined above, the following shall apply to Employees in a term assignment:

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

g) **Administration**

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

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

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

**C13.0 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.

**C14.0 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"/> Yes <input type="checkbox"/> No | <b>WSIB Claim Number:</b> |

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

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

|                                         |                            |
|-----------------------------------------|----------------------------|
| <b>Employee Name:</b><br>(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><br>_____              | <b>General Nature of Illness (please do not include diagnosis):</b><br>_____ |
| <b>Date of Assessment:</b><br>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><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 100 metres<br><input type="checkbox"/> 100 - 200 metres<br><input type="checkbox"/> Other (please specify):                         | <b>Standing:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 15 minutes<br><input type="checkbox"/> 15 - 30 minutes<br><input type="checkbox"/> Other (please specify): | <b>Sitting:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 30 minutes<br><input type="checkbox"/> 30 minutes - 1 hour<br><input type="checkbox"/> Other (please specify):                                                                                                                                                                                                                                            | <b>Lifting from floor to waist:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other (please specify): |                  |                   |                                   |                                   |                                   |                                   |                                                  |                                                  |
| <b>Lifting from Waist to Shoulder:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other (please specify): | <b>Stair Climbing:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 steps<br><input type="checkbox"/> 6 - 12 steps<br><input type="checkbox"/> Other (please specify): | <b>Use of hand(s):</b><br><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"/> Bending/twisting repetitive movement of (please specify):                                                                                    | <input type="checkbox"/> Work at or above shoulder activity:                                                                                                | <input type="checkbox"/> Chemical exposure to:                                                                                                                     | Travel to Work:<br>Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>2B: COGNITIVE (please complete all that is applicable)</b>                                                                                                         |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| <b>Attention and Concentration:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><input type="checkbox"/> Comments:    | <b>Following Directions:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><input type="checkbox"/> Comments: | <b>Decision-Making/Supervision:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><input type="checkbox"/> Comments: | <b>Multi-Tasking:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><input type="checkbox"/> Comments:                                       |
| <b>Ability to Organize:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><input type="checkbox"/> Comments:            | <b>Memory:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><input type="checkbox"/> Comments:               | <b>Social Interaction:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><input type="checkbox"/> Comments:          | <b>Communication:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Limited Abilities<br><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)</b> for all medical conditions:                                       |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| <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:                      dd           mm           yyyy                                                                                                    |                                                                                                                                                                                            |
| <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours                                     |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                     |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| Has a referral to another Health Care Professional been made?                                                                                                         |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No                                                                           |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No             |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| 4: Recommended date of next appointment to review Abilities and/or Restrictions:                      dd           mm           yyyy                                  |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
|                                                                                                                                                                       |                                                                                                                                                             |                                                                                                                                                                    |                                                                                                                                                                                            |
| <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')**

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

## LETTER OF AGREEMENT #5

### BETWEEN

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

### AND

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

### RE: Status Quo Central Items

#### Status quo central items

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

#### Issues:

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**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/Couronne**

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

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

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

Topics may include but are not limited to:

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

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



**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Benefits**

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

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

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

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

### **1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

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

### **2.0.0 ELIGIBILITY and COVERAGE**

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

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

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

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

### **3.0.0 FUNDING**

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

3.1.1 The Government of Ontario will provide:

- 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 topup prior to September 1, 2012.

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

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

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

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement. Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

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

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

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

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

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

The following language applies only to those employees eligible for the gratuity above:” **See Article 14 of the Local Terms below.**

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

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

## **PART B – LOCAL TERMS**

### **ARTICLE 1.0 – PURPOSE & SCOPE**

- 1.1 It is the intent of the Parties to this Collective Agreement, hereinafter referred to as “the Agreement,” to set forth the terms which have been mutually agreed upon and which shall be applicable to all members of the Bargaining Unit and the Employer during the effective period of the Agreement.
- 1.2 It is the intent of the Parties to maintain harmonious relationships in the co-operative endeavor to deliver the highest quality of services to students in the Upper Canada District School Board.

### **ARTICLE 2.0 – RECOGNITION**

- 2.1 The Employer recognizes the Ontario Secondary School Teachers’ Federation (“OSSTF”) as the exclusive bargaining agent authorized to negotiate on behalf of the Professional Student Services Personnel employed by the Upper Canada District School Board.
- 2.2 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.3 The Parties recognize the right of each to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.4 The Employer further recognizes the right of OSSTF to represent a member at any meeting when the misconduct or incompetence of the member is being considered.
- 2.5 In negotiations for a new or renewal collective agreement, each of the parties recognizes the right of the other party to be represented by a committee of not more than five (5) persons, inclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions that may be made from time to time.
- 2.6 The Employer recognizes the Ontario Secondary School Teachers’ Federation - Professional Student Services Personnel Bargaining Unit as the sole and exclusive bargaining agent for all Employees of the Employer in the Professional Student Services Personnel group save and except, the Chief Psychologist pursuant to section 1(3)(b) of the Ontario Labour Relations Act, Superintendents, persons above the rank of Superintendent, Facilities Services, business personnel, Supervisors and persons above the rank of Supervisor, Teachers as defined in the Education Act, Human Resources personnel, executive assistants and secretaries to the Superintendents, the Director of Education and Employees in other bargaining units for which any trade union holds bargaining rights. The Employer may hire Employees on a temporary or occasional basis.

Clarity note: The PSSP group includes Psychologists, Psychological Associates, Psychometrists, Behaviourists, Speech-Language Pathologists, Special Services Counsellors, Child-Youth Workers, Strict Discipline School Counsellors, Successful Destinations Counsellors, ABA Analysts, Parent Partners, Occupational Therapists, Autism Therapists, Student Support Partners, and any other PSSP job classification. PSSP will be notified of new job classifications as they are created.

- 2.7 At bargaining meetings held with the Employer during regular working hours, no deduction of salary, benefits, or other entitlements from members of the Union negotiating team shall be made.

### **ARTICLE 3.0 – DEFINITIONS**

- 3.1 A full-time Employee is one who is regularly scheduled to work at least thirty-five (35) hours per week.
- 3.2 A part-time Employee is one who is regularly scheduled to work less than thirty-five (35) hours per week.
- 3.3 A probationary Employee is one who has completed less than six (6) months of service with the Employer in a permanent assignment.
- 3.4 An Occasional Employee is an Employee employed for less than thirty (30) continuous working days for special projects, replacement of an absent Employee, during periods of heavy workload, or as a result of special grants and/or in cases of emergency. An Occasional Employee shall be entitled, subject to limitations otherwise contained therein, to all provisions of this Collective Agreement with the exception of the following:
- 5 – Job Postings
  - 6 – Contracting Out
  - 10.03 – Increment
  - 10.06 – Payroll Deductions
  - 11 – Benefits
  - 12 – Leaves
  - 13 – Sick leave
  - 20 – Seniority/Layoff, Recall
- 3.5 A Temporary Employee is one who is hired on a temporary basis for a period of thirty (30) or more continuous working days for special projects, replacement of an absent Employee, during periods of heavy workload, or as a result of special grants and/or in cases of emergency. Such Employees shall be entitled to all provisions of this Agreement with the exception of Article 20, Seniority/Layoff /Recall. Benefit provisions are subject to approval with benefit carriers.

## **ARTICLE 4.0 – RIGHTS & RESPONSIBILITIES**

### **4.1 Management Rights**

Subject only to the specific provisions of this agreement and the right of the Union to lodge a grievance under the grievance procedures in the manner and extent therein provided, the Employees and the Union recognize and accept that it is the exclusive right of the Employer to manage the affairs of the Employer in all respects, including, but not being limited to the following:

- a) to hire, transfer, promote or to lay off;
- b) to discipline, demote, suspend, or discharge for just and sufficient cause;
- c) in consultation with the Bargaining Unit, to formulate and publish reasonable rules and regulations to be observed by the parties to this agreement;
- d) to plan and control the programs and services offered by the Employer including, but not limited to, the assignment of duties and work sites and without limiting the generality of the foregoing, to carry out such other responsibilities of the Employer which are not specifically abridged, amended or limited to the terms of this collective agreement.

### **4.2 Employee Rights**

- 4.2.1 No Employee shall be demoted, disciplined or discharged without just cause in writing.
- 4.2.2 The Employer agrees to continue to provide liability insurance coverage which protects Employees from negligent acts or omissions during the course of carrying out their employment duties.

### **4.3 Union Business**

- 4.3.1 The Employer shall provide a bulletin board for the use of the Union at designated locations as established by the Employer, upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Employees.
- 4.3.2 The Employer agrees to provide new Employees with an electronic copy of the current Collective Agreement upon hire, along with a list of the current Bargaining Unit representatives. The PSSP Collective Agreement and current seniority list will be available in a central location for all Employees to access.
- 4.3.3 The Employer shall provide the Union with the following necessary information electronically, on a current basis, on September 15th of each year:
  - a) a list of Employees showing their names, work locations, home addresses and classifications, ranked according to seniority;
  - b) information relating to salaries and employee benefits without reference to specific Employees or Employee names.



- 4.3.4 The Employer shall provide the President of the Bargaining Unit with the following necessary information electronically on a monthly basis:
- a) job postings, hiring and promotions;
  - b) transfers, recalls;
  - c) leave(s) lasting more than twenty (20) working days;
  - d) resignations, retirements, death.

The Employer shall provide the President of the Bargaining Unit with the following necessary information electronically on a current basis:

- a) written warnings, suspensions, demotions, discharges;
- b) layoffs.

- 4.3.5 Each Employee who is covered by this agreement shall permit the Employer to provide to the Union or to an authorized Union representative any and all personal information concerning any such Employee which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever, subject only to the obligations of both parties to abide by the provisions of the Freedom of Information and Protection of Privacy Act.

- 4.3.6 Subject to availability of space and the non-disruption of programs, on a cost recovery basis, the Union shall be allowed to carry out Union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings and conference between stewards and members. The Union will undertake measures to secure the premises following such meetings, where appropriate.

- 4.3.7 The Union shall have the right to use the Employer's courier and e-mail systems located in the workplace for the purpose of communication between the Union and its members. Such use shall be at no cost to the Union.

#### **4.4 Act or Regulation Changes**

The Employer shall exercise its management rights in accordance with the Acts and Regulations of the Province of Ontario.

## **ARTICLE 5.0 – RECRUITMENT**

### **5.1 Job Postings**

For the purposes of this agreement, a vacancy means a vacant position for which official written notification has been received, and if required, Employer approval given which is created by one of the following:

- a) promotion;
- b) retirement;
- c) resignation;
- d) termination;
- e) death;
- f) approved leave of absence.
- g) short term paid leave greater than 20 working days;
- h) position created by special grants or funding.

5.2 Each job vacancy as defined in 5.1 shall be posted within ten (10) working days and shall be posted for at least five (5) calendar days on the Employer's website.

5.3 Should a new position within the scope of the Bargaining Unit be established by the Employer during the term of this Agreement the position will be jointly evaluated using the approved Pay Equity job evaluation tool to establish the job level and corresponding wage. If the rate has not been established by the time the position is in place, the rate established by the Employer shall apply. If a different rate is determined through the job evaluation process, it shall be applicable retroactively to the starting date of the new position.

### **5.4 Pay Equity**

The Bargaining Unit and the Employer agree to jointly maintain the posted Pay Equity Plan.

5.5 In filling any posted vacancy under the Agreement, the Employer shall first consider the candidate's qualifications to meet the requirements of the position as to knowledge, training and experience, described in the posting.

- 5.6 Before hiring from outside the Bargaining Unit, the Employer will consider members of the Bargaining Unit who have made a formal application to the vacancy. The Employer shall use the following steps in the order stated in filling vacancies:
- a) Consider Members of the Bargaining Unit in the same classification - appointment will be made to the most senior applicant to the position; then
  - b) Consider Members of the Bargaining Unit in another classification - the applicant who demonstrates that they have met the requirements of the position through the Employer's recruitment process as per Article 5.5 will be appointed. Where in the judgment of the Employer, all factors other than seniority are equal, seniority shall be the deciding factor; then
  - c) Consider Members of the Bargaining Unit who are temporary or occasional employees.
- 5.7 The Employer will advise the unsuccessful employee candidates that they were not chosen for the position, either electronically or verbally, after the successful candidate has accepted the position. Where possible this will occur, before the date the successful candidate begins the position.
- 5.8 The Employer agrees it may provide the opportunity for members in the same job class and with the same FTE to participate in mutually agreeable exchanges within the Bargaining Unit. It is understood that the exchanges must be mutually agreed upon by all involved parties (i.e. Employees and Supervisors).

## **ARTICLE 6.0 – CONTRACTING OUT**

- 6.1 No Bargaining Unit Employee shall be declared redundant or have the hours of work reduced as a result of the Employer contracting out services normally provided by Bargaining Unit members. Bargaining Unit vacancies shall be replaced in accordance with Article 5.0.
- 6.2 Services provided by other UCDSB employees, external agencies or as part of a partnership agreement will supplement but not duplicate the services provided by PSSP members.

## **ARTICLE 7.0 – STRIKES & LOCKOUTS**

- 7.1 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in accordance with the School Boards Collective Bargaining Act and the Labour Relations Act and its Regulations.

## **ARTICLE 8.0 – NON-DISCRIMINATION**

### **8.1 Language**

Where reference indicating either gender or sex is used throughout this Agreement, the other gender or sex shall be equally included unless specifically excluded.

### **8.2 No Discrimination**

8.2.1 The parties agree that there shall be no discrimination practiced against Employees on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identity, gender expression, sexual orientation, age, marital status, family status, disability, receipt of public assistance, or record of offence or membership in or activities associated with the Union.

For purposes of this Agreement “spouse” is defined as a person in a common law relationship or a married relationship.

8.2.2 The Employer recognizes the right of Employees to be treated fairly in a workplace free of personal and sexual harassment.

## **ARTICLE 9.0 – UNION MEMBERSHIP & DUES CHECKOFF**

- 9.1 Pursuant to the Labour Relations Act, for each pay date for which an Employee is paid, the Employer shall deduct from each Employee the regular OSSTF dues and any levies chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 9.2 The OSSTF dues deducted pursuant to Article 9.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3, no later than the fifteenth of the month following the month on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N., annual salary, salary for the period, and the amount deducted as well as their home address and phone number. The Employer shall provide to the President of the Bargaining Unit, on a monthly basis, documents to support all deductions from the pay of members in regard to OSSTF dues and levies.
- 9.3 The local levy specified by the Bargaining Unit in 9.1, if any, shall be deducted and remitted to the President of the Bargaining Unit no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N., annual salary, salary for the period and the amount deducted.

Any monies so deducted under Article 9.0 shall be reflected as a deduction on Employees’ T4 slips.

- 9.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## **ARTICLE 10.0 – SALARY & METHOD OF PAYMENT**

### **10.1 Salary Placement**

The Employer shall establish the initial placement for a newly hired Employee within the salary range established for the classification of that Employee. Previous related experience in a Professional Student Service Personnel position or similar professional experience gained shall be considered in granting full recognition up to the maximum salary as outlined in Schedule “A”. The onus shall be on the member to produce verification of such previous experience.

If the experience is deemed relevant to the PSSP position, permanent and/or long-term occasional Educational Assistant and teaching experience shall be considered in granting initial salary placement. It shall be granted as one grid step for every two years of such experience.

- 10.1.1 It is the responsibility of the Employee who submits a request to ensure that the Employer is provided all relevant documentation as per 10.1 within sixty (60) calendar days from the date of hire in order for it to be credited retroactive to their date of hire. Documentation provided after that date will be processed effective the date it is received by Human Resources.

### **10.2 Salary Schedule**

Annual salaries shall be determined according to Schedule “A” attached hereto and forming part of this agreement. For all purposes in this agreement, “salary” shall be defined to be the total annual amount as determined by this schedule, pro-rated for part-time Employees.

### **10.3 Increment**

- 10.3.1 For the purpose of movement on the salary schedule, full time Employees shall move to the next higher salary annually on September 1st of each year.
- 10.3.2 For the purpose of movement on the salary schedule, part time, and Temporary Employees shall accumulate experience and shall move to the next higher salary annually on September 1st of each year when the fraction of accumulated time is one-half year or greater.

## **10.4 Salary Payment**

- 10.4.1 Employees shall be paid their annual salary entitlement in twenty-six (26) bi-weekly installments. Salary, subject to statutory or other authorized deductions, shall be paid by direct deposit to a financial institution which participates in the National Electronic Funds Transfer System as determined by the Employee.
- 10.4.2 An Employee who leaves the employ of the Employer or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked. Such payment shall be made within thirty (30) days of the termination of employment or commencement of the leave.

## **10.5 Kilometrage**

- 10.5.1 Employees who are authorized to use their vehicles in the normal course of carrying out the Employer's business shall be reimbursed at the kilometrage rate as set by the Employer from time to time.

Employees who are authorized to use their vehicles in the normal course of carrying out the Employer's business shall be reimbursed at two cents (\$0.02) less than the kilometrage rate as set by the Employer from time to time.

- 10.5.2 Employees shall submit kilometrage reports to the Employer and payment for kilometrage shall be made in accordance with Employer procedures.
- 10.5.3 A member will be paid kilometrage based on the total driven from their home and return in a day, less two times the shorter distance of either:
- a) the number of kilometres from the Regional Education Centre/home base to home or;
  - b) the number of kilometres from the closest school/site visited on that day.

## **ARTICLE 11.0 – BENEFITS**

- 11.1 Each Employee covered by this agreement shall participate in mandatory plans and have the right to participate in optional benefit plans currently provided by OTIP.

### **11.2 OTIP**

The full premium cost of Ontario Teachers' Insurance Plan (OTIP) Long Term Disability shall be the responsibility of the Union. The Employer shall deduct the required premium costs for each member participating in the plan by way of payroll deductions and remit the same to the insurance company. For each member hired on or after September 1, 1998 and members currently insured under an existing LTD plan, participation in the Long Term Disability Plan shall be compulsory.

### **11.3 OMERS/OTPP**

The Employer agrees to make the required contributions for properly enrolled Employees in the Ontario Municipal Employees Retirement System (O.M.E.R.S.) or the Ontario Teachers Pension Plan (OTPP) and to deduct and remit the appropriate amount to the OMERS or OTPP, as applicable.

11.4 Subject to any limitation by the insurance carrier, an Employee may continue their participation in the benefit plans in which they are enrolled, at their own expense, during a leave of absence.

11.5 The Employer shall furnish to each member, information provided by the insurance company outlining the benefits coverage. This information shall be updated whenever there is a change in insurance coverage. The Employer shall supply this information within thirty (30) days of notification of such a change.

### **11.6 EI Rebate**

The Employees share of the Employment Insurance rebate available to the Employer shall be paid over to the Bargaining Unit.

### **11.7 Employee Family Assistance Program (EFAP)**

The PSSP group shall be entitled to have representation on the EFAP Committee and the Employees shall participate in the EFAP plan provided by the Employer.

## **ARTICLE 12.0 – LEAVES**

### **12.1 Short Term Leaves**

12.1.1 A member shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances:

a) Bereavement:

- i) death of a spouse, parent, child, mother-in-law, father-in-law, sibling, ward or a person in loco parentis; a maximum of five (5) working days, inclusive of burial at a later date;
- ii) death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparents, grandchild, a maximum of three (3) working days, inclusive of burial at a later date;
- iii) death of an aunt, uncle, niece, nephew, or a close friend; a maximum of one (1) working day, inclusive of burial at a later date;

NOTE: Where the burial is occurring at a later date, a request for leave must be provided to the Supervisor at least forty-eight (48) hours prior to the day of the leave.

- b) up to two (2) working days per year due to serious illness of the Employee's spouse, or child or parent or a combination thereof;
- c) for working days on which the member is required to serve as a juror. The Employee must provide notice of this leave to their Supervisor as soon as they are made aware of the date(s);
- d) for working days on which the member is subject to an order of quarantine as verified by the appropriate Medical Officer of Health. The Employee must provide notice of this leave to their Supervisor as soon as they are made aware of the date(s);
- e) for working days on which the member is subject to subpoena as a witness in court proceedings to which the member is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the member is to give testimony. The Employee must provide notice of this leave to their Supervisor as soon as they are made aware of the date(s);
- f) attendant on and coincident with the observance by the member of their religion to a maximum of five (5) days in a year. The Employee must provide notice of this leave to their Supervisor as soon as they are made aware of the date(s);
- g) when in the opinion of the Supervisor, it is considered hazardous for members to travel to or from the place of work, then the member shall be excused so long as the hazard exists. If, in the opinion of the member, it is hazardous to travel, and the Supervisor disagrees, then the member shall have deducted one (1) day credit to a maximum of five (5) days per year from the Disagree Hazardous special leave bank. Where the Supervisor disagrees, the member shall be provided with the reasons in writing.

12.1.2 At the discretion of the Superintendent of Human Resources or designate, extension of leaves may be approved for a member on terms and conditions as indicated in the written response to the request.

12.1.3 A member shall be entitled to two (2) wellness days per school year. The member shall make a verbal request to the appropriate Supervisor at least twenty-four (24) hours in advance. The request shall not be unreasonably refused, but if refused the reasons shall be given in writing.



#### **12.1.4 Family Medical Leave or Critically Ill Child Care Leave**

Family Medical Leave or Critically Ill Child Care Leave provisions are found in Section C11.0 Part A - Central Terms.

An Employee returning from Family Medical Leave or Critically Ill Child Care Leave shall be re-instated to the same position held in the same worksite prior to the leave, subject to the application of the Layoff/Recall provisions.

#### **12.2 Union Leaves**

Leave of absence with continuation of salary, benefits and other entitlements shall be granted for Union activities in the Bargaining Unit subject to the following limitations:

- a) A maximum aggregate of 1.0 F.T.E. leaves of absence for the Bargaining Unit represented by OSSTF and provided that such leaves shall be in blocks 0.5 or 1.0 only;
- b) Written request to the Superintendent of Human Resources or designate not later than May 15th in the school year preceding the leave identifying the members who will be on Union leave;
- c) Reimbursement by the Union or Bargaining Unit of the Step 1 costs of salary and benefits for the members on leave;
- d) A member returning from union leave shall return to their work location in a same position, or similar, if no longer exists, held at the commencement of the leave and subject to the Lay- off/Recall provisions of the Collective Agreement.

12.2.1 Members on Union leave who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a member identified by the Bargaining Unit. Such replacement shall be at no additional cost to the Bargaining Unit.

12.2.2 The Bargaining Unit shall notify the Employer of the names of members to receive such Union leaves. Where possible, reasonable notice of such leave will be provided.

12.2.3 Employer-paid time release shall be granted to a maximum of two (2) members who serve as union representatives on Employer-Employee committees which are convened during work hours.

## **12.3 Other Union Leaves**

### **12.3.1**

- a) A member who has been elected or appointed to an office with the provincial executive of OSSTF shall be granted a leave of absence for up to two (2) consecutive terms of office without salary, benefits or other entitlements provided written notice has been given to the Superintendent of Human Resources or designate on or before March 31st in the school year preceding the commencement of the leave.
- b) A member returning from a provincial Union leave shall so notify the Superintendent of Human Resources or designate in writing on or before March 31st in the school year preceding the return to duty. A member returning from such leave shall return to their work location in a same job position, or similar, if no longer exists held at the commencement of the leave and subject to the Lay-off/Recall provisions of the Collective Agreement.
- c) Notwithstanding 12.3.1(a), the Employer may grant leave for (an) additional term(s). No request shall be unreasonably denied.

12.3.2 Upon application by OSSTF, release time shall be granted to members to carry out Union activities at a local or provincial level with no loss of salary or sick leave credits. OSSTF District 26 shall reimburse the Employer for the actual replacement member costs incurred in the release time of the member. Such release time shall not exceed fifty (50) working days, nor shall it disrupt scheduled student assessments.

12.3.3 The Employer shall assume the replacement member costs, if any, to a maximum of five (5) members per meeting, to participate in collective bargaining with the Employer. Such days shall not count towards the days permitted in 12.3.2.

## **12.4 Part-Time Employment at the Member's Request**

All Members employed by the Employer for a period of one (1) year or more shall be eligible to reduce their employment time during a work year, subject to the approval of the Superintendent of Human Resources or designate. Members shall not be allowed to reduce their employment time in more than three (3) consecutive years except by mutual agreement between the Employer and the member.

## **12.5 Workplace Safety Insurance Board**

These provisions are found in Letter of Agreement 5, #9 Part A - Central Terms.

When an Employee is absent from duty as the result of an accident for which compensation is payable to the Employee in accordance with the provisions of the Workplace Safety and Insurance Act, the Employer shall supplement such compensation payments to the Employee to the full salary of the Employee to a maximum of four (4) years and six (6) months.

- 12.5.1 On submission of the Employer's Form 7 to the WSIB, the Employer will advise the employee of their right to contact their union representative.

## **12.6 Unpaid Leaves of Absence**

- 12.6.1 In addition to the various leaves described herein, the Employer, at its discretion, may grant other leaves.

- 12.6.2 Any leave granted under this article shall be subject to the following provisions:

- a) the request for such leave must be received in writing by the Superintendent of Human Resources or designate at least three (3) months prior to the commencement of the leave. In exceptional circumstances, the Superintendent of Human Resources or designate may waive this notification period;
- b) the length of the leave shall not exceed two (2) consecutive years, unless reviewed and granted by the Employer in exceptional circumstances. An Employee granted such a leave shall be returned to the position held prior to the leave, or a similar position if it no longer exists, subject to the seniority, layoff and other provisions of this collective agreement;
- c) the leave shall be without salary, benefits or accumulation of experience. On written request of the Employee, the Employer agrees to continue benefit coverage at the Employee's sole expense, subject to the terms of the respective benefit plans;
- d) seniority shall accrue for the duration of the leave; and
- e) one (1) month notice of intent to return from leave shall be given by the Employee, in writing, to the Superintendent of Human Resources or designate.

- 12.6.3 The Employer shall not unreasonably refuse a request in the granting of a leave. When a request has been refused, the member shall receive a written response from the Superintendent of Human Resources or designate indicating the reason for such a refusal within fourteen (14) working days of receipt of the request for leave.

## 12.7 Pregnancy/Parental Leave

Pregnancy Leave provisions are found in LOA – HISTORICAL REFERENCE ONLY – STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT - Part A - Central terms

### 12.7.1 Pregnancy Leave

A female Employee who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Ontario *Employment Standards Act*. Such leave will normally terminate seventeen (17) weeks from the commencement of leave, or twelve (12) weeks after date of delivery, whichever is the later.

An Employee may shorten the duration of the twelve (12) week period provided for under the Ontario *Employment Standards Act* upon giving the Employer one (1) week's written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.

An Employee who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Employee giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

#### 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) Occasional employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Employer 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.

#### **12.7.2 Leave for Adoption**

The equivalent to a pregnancy leave, as described in the Ontario *Employment Standards Act*, shall be granted to an Employee who adopts a child. It is understood that in cases of adoption, the Employee may cease duty immediately when the child becomes available. The Employee shall endeavor to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

#### **12.7.3 Parental Leave**

Subject to the provisions of the Ontario *Employment Standards Act*, an Employee who has been employed by the Employer for at least thirteen (13) weeks preceding the date of birth will be entitled to a parental leave.

Parental leave must normally begin when pregnancy leave ends, or within seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

The Employee may change the requested period of parental leave provided the Employee gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

Notwithstanding, an Employee may request a lesser period of notice of return to duty.

- 12.7.4 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to sixty-one (61) consecutive weeks, if the Employee took pregnancy leave, and sixty-three (63) consecutive weeks otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.
- 12.7.5 If, during a pregnancy but prior to the commencement of a pregnancy leave, an Employee obtains a certificate declaring her unable to continue employment due to illness, the Employee may use sick leave credits, if available.
- 12.7.6 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue its contributions to the premiums for the benefit plans in which the Employee was enrolled at the commencement of the leave unless the Employee requests otherwise in writing.
- 12.7.7 Upon expiration of a leave granted under this Article, the Employee shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position, subject to the Lay-off/Recall provisions of the Collective Agreement. The Employee shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to their Supervisor at least four (4) weeks prior to returning to duty.
- 12.7.8 An Employee may request an extension of a parental leave. Such extension shall be subject to the approval of the Superintendent of Human Resources or designate. Such leave shall be considered to include any parental leave granted. Employees may continue to participate in the benefit plans in which the Employee was enrolled at the commencement of the leave, subject to the approval of the carrier and subject to the premiums being paid one-hundred percent (100%) by the Employee.
- 12.7.9 Subject to the layoff and just cause provisions of this agreement, the Employer may not terminate or layoff an Employee entitled to pregnancy and/or parental leave.
- 12.7.10 Part time Employees shall be entitled to pregnancy and parental leave in accordance with the terms of the *Employment Standards Act*.
- 12.7.11 Nothing in this Article shall remove from an Employee any entitlement under the *Employment Standards Act*.

#### **12.7.12 Parenting Leave**

An Employee shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits, seniority, or experience in any one year in addition to the day of birth of the child to care for the child or family. In the case of adoption, these two (2) days may only be taken at the time of taking legal custody.

#### **12.7.13 Pregnancy Leave SEB**

Pregnancy Leave SEB Benefits provisions are found in Letter of Agreement LOA – HISTORICAL REFERENCE ONLY – STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT of Part A - Central terms

An employee who is eligible for such leave shall receive SEB Plan payments for a period of 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 employee's regular weekly earnings shall be determined by dividing the gross annual rate of salary at the commencement of each leave by one-hundred ninety-four (194) and multiplying by five (5) days.

SEB Plan Payments shall be as follows:

Week 1 (Waiting period as per E.I.)

- Employee receives 100% of their regular weekly earnings

Week 2 through 8

- Employee receives the difference between the gross amount the employee receives from E.I. and their regular weekly earnings

After week 8, the Employer will pay the equivalent of one (1) week of the member's EI amount, paid over two weeks in a single pay cycle.

It is understood that the total amount paid by the Employer shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

#### 12.7.14 Adoption Leave Top Up

- a) The equivalent to a pregnancy leave, as described in the *Employment Standards Act*, shall be granted to an employee who adopts a child. It is understood that in cases of adoption, the employee may have to cease duty immediately when the child becomes available; the employee shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

- b) Top up

The Employer shall provide to the employee entitled to receive Employment Insurance benefits on account of the adoption of a child, a maximum of seventeen (17) weeks of benefits under a top-up arrangement under S.38 of the *Employment Insurance Act* as follows. Employees not subject to Employment Insurance benefits under S.38 of the *Employment Insurance Act* will receive an equivalent level of top-up benefit in accordance with the Quebec entitlement.

- i) The time period over which benefits are payable by the Employer under this Article is the first seventeen (17) weeks of the employee's entitlement of Employment Insurance parental leave benefits, inclusive of the one (1) week waiting period imposed under the *Employment Insurance Act*. If the employee is not entitled to parental Employment Insurance benefits, no amounts are payable by the Employer. If the employee is not entitled to Employment Insurance parental benefits for the full seventeen (17) week period, top-up benefit payments are only required of the Employer for the one (1) week waiting period imposed under the *Employment Insurance Act* and any period corresponding with the payment of Employment Insurance parental benefits.
- ii) For the purpose of this Article, the employee's regular weekly earnings shall be determined by dividing the annual gross salary by fifty-two (52).
- iii) For the seventeen (17) week period immediately following the arrival of the child into the employee's care and control, the Employer shall pay top-up benefits as a supplement to the employee's Employment Insurance parental benefit entitlement. The amount of the supplement shall be equal to the difference between the amount of the employee's Employment Insurance parental benefits (which is acknowledged to be nil during the employee's one week waiting period if it occurs during this period) and sixty percent (60%) of the employee's regular weekly earnings.
- iv) The Employer's obligation is limited to the equivalent of seventeen (17) weeks of adoption leave top-up payments per occurrence whether the amount is paid to one parent or is shared by both parents.



## ARTICLE 13.0 – SICK LEAVE

Sick leave provisions are found in section C12 Part A – Central Terms

- 13.1 To the extent of the Employee's sick leave credits, that employee shall be entitled to be absent without interruption of salary on account of their sickness. The Employer shall require certification by a physician or a licentiate of dental surgery to support absences related to sickness in excess of five (5) consecutive days, failing which no salary shall be payable.

The Employer reserves the right to require a release of medical information from an Employee concerning the current illness which is preventing the Employee from attending work in order that a Physician of the Employer's choice may attest to the Employee's fitness or lack thereof, to perform all of the normal duties associated with the Employee's assignment. Should the Employer require a certification for a period of absence of less than five (5) days, the Employer shall pay the cost of obtaining such a certificate.

- 13.2 An Employee who does not have any sick leave credits or whose absence on account of sickness will deplete such credits shall be granted, on written request, a medical leave of absence without pay to the end of the year, if necessary. Nothing in this article prevents an Employee from requesting an extension of the medical leave of absence without pay for all or part of the following year.

## ARTICLE 14.0 – RETIREMENT GRATUITY

Retirement Gratuity provisions are found in section Appendix A and LOA – HISTORICAL REFERENCE ONLY – STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT #4 Part A – Central terms

- 14.1 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 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 eligible for the gratuity above.
- 14.2 Effective September 1, 2005, an employee retiring from the Employer for the reason of health or age, or any reason approved by the Employer after ten (10) or more years of continuous service with the Employer or its predecessor Boards, shall be entitled to a retirement gratuity to a maximum of two hundred (200) days calculated using the following:

$$\frac{\text{Length of service in years (maximum 20 years)} + 5}{50} \times \text{Sick Day Credits (Maximum 200 days)} \times \frac{\text{Annual salary at the time of retirement}}{200}$$

- 14.3 The retirement gratuity shall not exceed an amount equal to one-half (½) the annual salary of the Employee at the time of retirement.

14.4 For the purposes of 14.01, "age" shall mean:

- 1) sixty-five (65) years of age not later than August 31, next following the date of retirement,  
or
- 2) the age at which an Employee is in receipt of a pension from OMERS/TPP.

whichever is earlier.

14.5 In the event of the death of an Employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the named beneficiary in a letter sent to the Employer by the Employee. If no letter has been sent to the Employer by the Employee, benefits shall be paid to the estate of the deceased employee.

14.6 An Employee who elects to receive a return of contributions or commuted value shall not be entitled to a retirement gratuity.

#### **ARTICLE 15.0 – WORKING CONDITIONS**

15.1 The following provisions in this Article are intended to define the maximum hours for regularly scheduled hours of work for a full-time equivalent Employee in the job classifications.

Five (5) consecutive days of seven (7) hours each, Monday to Friday inclusive, to be scheduled in accordance with the needs as determined by the Employer. A lunch period of not less than one-half (½) hour, or as otherwise mutually agreed between the Employee and the Supervisor shall be allowed, on an unpaid basis.

15.2 The “work year” shall be the school year as defined by the Education Act, currently 194 days. Should the Act be amended so as to alter the number of days which comprise a school year, the parties agree to meet through the Joint Union/Management Committee to discuss the ramifications of such a change on this collective agreement.

The work year shall commence on the first instructional day of the school year and include each instructional day in the school year as determined by the Employer's approved school year calendar.

15.3 Each full-time permanent, temporary or occasional Employee shall be entitled to two (2) fifteen (15) minute rest periods in each normal seven (7) hour day, one in the first half of the normal shift and the other in the second half.

15.4 Each part-time permanent, temporary or occasional Employee shall be entitled to one (1) fifteen minute break after three (3) hours, two (2) fifteen minute breaks after five (5) hours, and a half-hour unpaid lunch period if they work a seven (7) hour day.

15.5 Any relocation greater than 60 kilometers from the current home base of a member will be at the mutual agreement of the Employer and Employee.

## **ARTICLE 16.0 – EVALUATION**

- 16.1 Copies of any documents respecting the performance or conduct of an Employee shall be given to the Employee.
- 16.2 The signature of an Employee on any document respecting the performance or conduct of that Employee shall be deemed to be evidence only of receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

## **ARTICLE 17.0 – PERSONNEL FILES**

- 17.1 The only recognized personnel file of an Employee shall be maintained in the Human Resources Department of the Employer and shall be available and open to the Employee for inspection in the presence of a Human Resources Department officer, by appointment, during the regular working hours of the department.
- 17.2 An Employee shall be entitled upon request to copies of any materials contained in the Employee's personnel file.
- 17.3 If an Employee disputes the accuracy or completeness of information in the personnel file the Employer shall, within fifteen (15) days from receipt of a written request by the Employee stating the alleged inaccuracy, either confirm or amend the information and shall notify the Employee in writing, of its decision including the reason for that decision.
- 17.4 Where the Employer amends such information per the above, the Employer shall at the written request of the Employee, attempt to notify all persons who received a report based on inaccurate information.
- 17.5 Where an Employee authorizes in writing access to the Employee's personnel file by another person acting on the Employee's behalf, the Employer shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 17.6 Documents contained in an Employee's personnel file, which are of a disciplinary nature including non-disciplinary letters of expectation, shall be removed from the file and returned to the Employee following a two-year period of active employment from the date of issue, provided no similar disciplinary incident has occurred in the intervening period. Such material shall be removed from the employee's personnel file and returned to the employee upon the employee's written request.
- 17.7 An Employee shall have the right to OSSTF representation at any meeting convened for the purpose of discipline, discussion of member's attendance or investigation that may lead to discipline, where an Employer representative will be in attendance. Such meetings shall not proceed until representation is present.

## **ARTICLE 18.0 – PROFESSIONAL ISSUES**

### **18.1 Professional Development**

The Employer acknowledges the value of continuous Professional Development of its Employees. An Employee may apply for payment by the Employer of fees and expenses associated with professional development activities.

The Employer acknowledges the value of continuous professional development. Employees may request to the Employer, at their own expense, to participate in professional development activities. Decision to approve the request is solely at the discretion of the Employer. Should the Employer approve the request, the release days will be paid.

### **18.2 Courses Taken at Employer's Request**

Where the Employer requests that an Employee take a course, all expenses, including registration, transportation, accommodation if necessary and meals while taking the course, shall be paid by the Employer. The Employee is required to show evidence of the successful completion of the course. Where the course is delivered during normal working hours of the Employee, there shall be no loss of pay.

### **18.3 Professional Ethics**

The Employer and the Union acknowledge the responsibility of Employees to comply with the codes of ethics of their respective professional colleges and organizations to the extent that such codes comply with the Statutes of Ontario and respective Regulations.

## **ARTICLE 19.0 – JOINT UNION-MANAGEMENT COMMITTEE**

19.1 A joint Union-Management Committee shall be established of up to six (6) members, three (3) appointed by the Employer and three (3) appointed by the Union and such resource personnel as mutually agreed between the parties, and shall meet during scheduled work hours.

19.2 The Joint Union Management Committee shall meet on a bi-monthly basis to discuss matters arising out of relations between the parties. A written request for such a meeting shall be sent to the other party, setting out the matters to be discussed. The meeting could encompass matters that may arise within the workplace exclusive of matters subject to the grievance procedure under this Collective Agreement. The agenda shall be distributed seven (7) working days in advance. Meetings of the Joint Union-Management committee shall not be used to bypass the requirements set out in grievance provisions of this Collective Agreement.

- 19.3 The purpose of the committee shall be:
- a) to provide a channel of communication;
  - b) to promote the best possible relations between the Employer and its Employees;
  - c) to discuss any changes in the service delivery model and the implications for the Employees who are members of the Bargaining Unit;
  - d) for the Employer to provide staffing communication as outlined in Central Terms Article C9.

## **ARTICLE 20.0 – SENIORITY/LAYOFF & RECALL**

### **20.1 Seniority**

- 20.1.1 Seniority for Employees hired prior to September 1, 2005 is defined as the length of continuous service in the employ of the Employer or the predecessor Employer, calculated from the most recent date at which work commenced.
- 20.1.2 Seniority for Employees hired on or after September 1, 2005 is calculated from the date upon which the Employee is hired into a permanent position within the PSSP Bargaining Unit. A new Employee who was previously employed in a temporary capacity within the Bargaining Unit will have their seniority dated back to the first date in which they began employment in the temporary assignment within this Bargaining Unit, provided there has been no break in service greater than 97 instructional days between their last day worked in the temporary assignment and the first day worked in the permanent assignment.
- 20.1.3 As of April 1st each year, the Employer shall post electronically on the Employer's internal website, a seniority list ranking, in order from the greatest to the least seniority of all members of the Union, including name, date of hire, job classification, and location. In the event that it is necessary to break ties in seniority ranking, such ties shall be broken by the date at which a temporary employee became permanent and then by a random number statistical elimination process.

Any dispute with respect to the seniority list shall be reported to the Superintendent of Human Resources or designate and the Bargaining Unit President within thirty (30) working days of its posting. Continuous service will not be interrupted as a result of any approved leave of absence authorized in accordance with this Collective Agreement or while on layoff with recall rights.

Seniority shall cease, and employment shall terminate:

- a) if the Employee is discharged, and the discharge is not reversed through the Grievance and Arbitration Procedure;
- b) if the Employee resigns, in writing, and does not withdraw such resignation, in writing, within twenty-four (24) hours;

- c) if the Employee has been absent without leave, unless a reason acceptable to the Employer is given;
- d) if the Employee overstays an authorized leave of absence, unless a reason acceptable to the Employer is given;
- e) if the Employee retires;
- f) after twenty-four (24) consecutive months of layoff or surplus to the needs of the Employer;
- g) on promotion or transfer to a position not included in the Bargaining Unit after a period of twelve (12) months.

## 20.2 Layoff/Recall

20.2.1 In the event that it becomes necessary, Employees shall be laid-off in reverse order of seniority from within the job classification assigned to that Employee. An Employee about to be laid off may displace an Employee with lesser seniority in the same or another classification within the Bargaining Unit for which the Employee exercising the right is qualified, skilled and has experience in accordance with the job description. The bumping procedure will not result in an increase in the Employee's pay category classification or FTE. Employees shall be presented the following displacement opportunities to select from where available:

- a) within a 60 kilometre radius of the worksite from which the employee was laid off.
- b) outside of a 60 kilometre radius of the worksite from which the employee was laid off.

An Employee wishing to exercise their right to displace shall indicate their choice within three (3) week days from the date of receiving notice of the lay-off or notice of a displacement opportunity. The notice shall be deemed by the Employer to have been received by the Employee either on the date the notice is hand delivered or the day following the date the email was sent. In all cases an Employee shall be provided with three (3) days in which to reply.

- 20.2.2 When it is necessary to lay off Employees, the Employer shall provide the following working notice in writing or pay in lieu thereof which is the greater of that required by the *Employment Standards Act*, or:
- a) if the Employee to be laid off has less than five (5) years of service - twenty- five (25) working days;
  - b) if the Employee to be laid off has five (5) or more years but less than ten (10) years of service - thirty-five (35) working days;
  - c) if the Employee to be laid off has ten (10) or more years of service - sixty (60) working days.
- 20.2.3 Payment in lieu of working notice referenced in 20.2.2 will be paid out on the next pay cycle following the layoff taking effect.
- 20.2.4 If an Employee's assigned time is reduced (i.e., from full-time to half- time) then the Employee shall be deemed to be laid-off for the reduced portion. Employees whose assigned time is to be reduced shall have the provisions of Article 20.2.1 and 20.2.2 available to the employee.
- 20.2.5 Partially laid-off Employees shall have the same rights as fully laid-off Employees including the right to apply for a full-time vacancy.
- 20.2.6 An Employee who is laid off shall be placed on the Recall List. Employees who are on the Recall List shall be maintained on that list until the earliest date of two (2) years from October 15th after the date of placement on the list or the length of seniority with the Employer, whichever is the lesser, or until they obtain a permanent position within the Bargaining Unit.
- 20.2.7 Those Employees on the Recall List must apply for any vacancies of interest to them and they will be considered with all other applicants in accordance with Article 5.
- 20.2.8 The Employee on recall shall inform the Employer of any changes in their address and/or qualifications.
- 20.2.9 An eligible employee who is on lay-off may continue to participate in the benefit plans applicable to the employee at the employee's sole expense, subject to benefit carrier provisions.

## **ARTICLE 21.0 – CRIMINAL BACKGROUND CHECKS**

- 21.1 The Employer shall ensure that all records (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the *Education Act* as amended from time to time, are stored in a secure location and in a completely confidential manner.
- 21.2 The Employer shall not release any information about a member obtained pursuant to the Regulation 521/01 of the *Education Act* as amended from time to time, without the written permission of the member except for the purposes of recommending disciplinary action against the member and except as required by law.
- 21.3 The Employer shall not release or report to the member's Professional College any information about a member obtained pursuant to Regulation 521/01 of the *Education Act* as amended from time to time, except as required by law.

## **ARTICLE 22.0 – GRIEVANCE & ARBITRATION PROCEDURE**

- 22.1 The parties to this agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

### **Definitions**

- 22.1.1 A "grievance" shall be defined as a dispute between the parties concerning the interpretation, application or administration or alleged violation of this collective agreement; including whether a matter is arbitrable.
- 22.1.2 Each grievance shall be in writing and shall contain the following:
- a brief statement of the facts alleged to support the claim;
  - specific reference to the collective agreement provisions allegedly violated;
  - the nature of the relief sought;
  - the signature of the duly authorized official of the Bargaining Unit; and
  - if the grievance is individual or group, the individual or members of the group will be identified in the claim.

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.



- 21.1.3 Where the reference is made to “days”, it shall mean regularly scheduled work days for members of the Bargaining Unit.
- 21.1.4 If the grievance procedure timeline extends past the last day of the school year, then the timeline will be suspended until the fifth (5th) school day of the following school year.
- 21.1.5 The Union shall notify the Employer, in writing, the name of the Grievance Officer of the Bargaining Unit. The duties of the Grievance Officer shall be as follows:
- a) To provide an expeditious process for settling grievance claims, the Employer acknowledges the right of the Grievance Officer to assist an Employee, coming from within the Bargaining Unit, in preparing and presenting a claim;
  - b) except with the prior approval of their immediate Supervisor, which shall not be unreasonably withheld, the Grievance Officer shall not perform their duties during regularly scheduled work hours;
  - c) where approval to leave work to perform their duties as the Grievance Officer has been granted, the Grievance Officer shall promptly attend to the processing of the claim.
- 21.1.6 The grievance procedure is accessible by the Employer and the Union. Individual grievances shall commence at Step 1 of the grievance procedure while group and policy grievances shall commence at Step 2.

## **22.2 Informal Stage**

Prior to submitting a formal grievance claim, the Employee(s) will be expected to have discussed the matter with the appropriate Supervisor within twenty (20) working days of the time when the Employee(s) should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. The Employee(s) shall have the right to have present the Grievance Officer as an observer. The appropriate Supervisor shall answer the complaint, in writing, within five (5) working days of receipt of the complaint.

## **22.3 Step One**

If the reply of the appropriate Supervisor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) working days of the written reply of the Supervisor the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources or designate, who shall respond to the grievance, in writing, within ten (10) working days after receipt of the grievance.

### **Step Two**

If the reply of the Superintendent of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) working days to refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet within ten (10) working days and respond to the parties, in writing, within ten (10) working days following the meeting of the Employer Grievance Committee.

### **Step Three**

If the reply of the Employer's Grievance Committee is not acceptable to the Bargaining Unit, it may within ten (10) working days of receiving the written reply, apply for arbitration.

22.4 Timelines may be extended or waived by mutual agreement in writing.

### **22.5 Grievance Mediation**

If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.

### **22.6 Arbitration Procedure**

22.6.1 In the event the grievance process has been fully complied with and the matter remains unresolved, the following procedure shall be available to the Parties.

22.6.2 The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an arbitrator within ten (10) working days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.

22.6.3 Notwithstanding the above, upon written request of either party, the grievance may be submitted to a Board of Arbitration by mutual consent of the parties. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.

22.6.4 Expenses of the sole arbitrator or Chairperson will be shared equally by the parties. Expenses of the appointees will be borne by the appointing party.

22.6.5 The Arbitrator or the Arbitration Board shall not have the power to alter, vary, modify or substitute any of the provisions of this agreement.

- 22.7 Time restrictions may be extended if mutually agreed in writing.
- 22.8 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this agreement.
- 22.9 The parties agree that a sole arbitrator or a Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties and take whatever action, or make whatever decision it considers just and equitable in the circumstances.

## LOU – SPECIAL SERVICES COUNSELLOR

LETTER OF UNDERSTANDING  
Between  
THE PROFESSIONAL STUDENT SERVICES PERSONNEL  
("the Union")  
And  
The UPPER CANADA DISTRICT SCHOOL BOARD  
(the "Employer")

Whereas the current Collective Agreement does not recognize the job title and classification of Special Services Counsellor

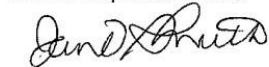
and whereas this is not a new position but rather a re-naming of the Attendance Counsellor/ Home Liaison Worker position

and whereas this change has occurred as part of a job description revision in which the Employer proposed a title that reflected the broader scope of this position in that this position has a large social work component to it

the parties hereto agree as follows:

- It will be understood that any reference within the Collective Agreement to Attendance Counsellor/Home Liaison Worker will henceforth mean Special Services Counsellor
- The reference to "social workers" within the Clarity Note of Article 2.06 shall be dropped as the intention of the new Special Services Counsellor title is that it recognizes that the Attendance Counsellor/Home Liaison Workers have historically and will continue to have a Social Worker focus.

Board Representative



Heather A. Wells  
PSSP Representative - President ✓

Date

March 16, 2004

March 3/04  
Date

## LOU – EXTERNAL COLLABORATIVE RELATIONSHIPS PROTOCOL

**Letter of Understanding  
BETWEEN  
The Upper Canada District School Board  
AND  
PSSP**

**Re: External Collaborative Relationships Protocol**

During the course of this agreement, the Employer and the PSSP Bargaining Unit agree to implement the terms of the External Collaborative Relationships Protocol in regards to partnerships with external agencies that are related to program delivery for students with special needs and/or at risk students.

The Bargaining Unit may appoint up to three (3) employees to participate in the Employer's External Collaborative Relationships Protocol Committee which shall review partnership opportunities with external agencies prior to implementation.

Time spent in such meetings shall be considered time worked and such time shall not count towards the days permitted in 12.3.2.

## LOU – PSSP JOB CLASSIFICATION TITLE REVIEW

**Letter of Understanding  
BETWEEN  
The Upper Canada District School Board  
AND  
PSSP**

**Re: PSSP Job Classification Title Review**

Prior to completion of the 2020/2021 school year, the Employer will conduct a review of all PSSP job classification titles to ensure the names accurately reflect the duties and responsibilities completed within the positions. As a part of the review, the Employer will obtain feedback on the PSSP job classification titles from the applicable parties.

LOU – ACCOMMODATING EMPLOYEES WITH DISABILITIES

**Letter of Understanding  
BETWEEN  
The Upper Canada District School Board  
AND  
PSSP**

**Re: Accommodating Employees With Disabilities**

The Employer and the Bargaining Unit agree to meet within 60 days of ratification to discuss the Work Accommodation Procedure and allow the Bargaining Unit to provide input and feedback. We agree to add to Joint Union Management Committee meeting and review the process during the course of this agreement.

LOU – SEVERANCE PAY

**Letter of Understanding  
BETWEEN  
The Upper Canada District School Board  
AND  
PSSP**

**Re: Severance Pay**

Should an employee choose to resign during the recall period, severance pay will be paid to that employee within 60 days of their resignation. Severance pay will be paid based on the *Employment Standards Act*.

Expires on August 31, 2022



## LOU – LAYOFF IMPLICATIONS ON LTD BENEFITS

**Letter of Understanding  
BETWEEN  
The Upper Canada District School Board  
AND  
PSSP**

**Re: Layoff Implications on Long-Term Disability Benefits**

In the event of an impending layoff, the Employer and the Bargaining Unit agree to meet via the Joint Union Management Committee and discuss the implications of such layoff on employees who have applied for, are having adjudicated or received long-term disability benefits, on receipt of OTIP notification. This meeting shall be convened prior to employee notification of layoff.

## APPENDIX A – SALARY GRIDS

### Effective September 1, 2019

|                                                   | Step 1   | Step 2   | Step 3   | Step 4   | Step 5    | Step 6    |
|---------------------------------------------------|----------|----------|----------|----------|-----------|-----------|
| Psychologist                                      | \$85,589 | \$89,401 | \$93,209 | \$97,012 | \$100,821 | \$104,629 |
| Psychological Associate                           | \$75,681 | \$79,012 | \$83,172 | \$85,778 | \$89,208  | \$92,557  |
| Autism Therapist                                  | \$66,390 | \$69,335 | \$72,310 | \$75,274 | \$78,232  | \$81,195  |
| Psychometrist                                     | \$66,390 | \$69,335 | \$72,310 | \$75,274 | \$78,232  | \$81,195  |
| Speech Pathologist                                | \$66,390 | \$69,335 | \$72,310 | \$75,274 | \$78,232  | \$81,195  |
| Special Services Counsellor                       | \$66,390 | \$69,335 | \$72,310 | \$75,274 | \$78,232  | \$81,195  |
| Behaviourist, Strict Discipline School Counsellor | \$46,190 | \$49,149 | \$52,111 | \$55,072 | \$58,034  | \$60,995  |
| Student Support Partner                           | \$46,190 | \$49,149 | \$52,111 | \$55,072 | \$58,034  | \$60,995  |
| Child & Youth Worker                              | \$39,023 | \$41,985 | \$44,949 | \$47,906 | \$50,868  | \$53,829  |

### 2020-2021 Salary Grid (rounded up to the next whole dollar)

#### Effective September 1, 2020

|                                                   | Step 1   | Step 2   | Step 3   | Step 4   | Step 5    | Step 6    |
|---------------------------------------------------|----------|----------|----------|----------|-----------|-----------|
| Psychologist                                      | \$86,445 | \$90,296 | \$94,142 | \$97,983 | \$101,830 | \$105,676 |
| Psychological Associate                           | \$76,438 | \$79,803 | \$84,004 | \$86,636 | \$90,101  | \$93,483  |
| Autism Therapist                                  | \$67,054 | \$70,029 | \$73,034 | \$76,027 | \$79,015  | \$82,007  |
| Psychometrist                                     | \$67,054 | \$70,029 | \$73,034 | \$76,027 | \$79,015  | \$82,007  |
| Speech Pathologist                                | \$67,054 | \$70,029 | \$73,034 | \$76,027 | \$79,015  | \$82,007  |
| Special Services Counsellor                       | \$67,054 | \$70,029 | \$73,034 | \$76,027 | \$79,015  | \$82,007  |
| Behaviourist, Strict Discipline School Counsellor | \$46,652 | \$49,641 | \$52,633 | \$55,623 | \$58,615  | \$61,605  |
| Student Support Partner                           | \$46,652 | \$49,641 | \$52,633 | \$55,623 | \$58,615  | \$61,605  |
| Child & Youth Worker                              | \$39,414 | \$42,405 | \$45,399 | \$48,386 | \$51,377  | \$54,368  |

### 2021-2022 Salary Grid (rounded up to the next whole dollar)

#### Effective September 1, 2021

|                                                   | Step 1   | Step 2   | Step 3   | Step 4   | Step 5    | Step 6    |
|---------------------------------------------------|----------|----------|----------|----------|-----------|-----------|
| Psychologist                                      | \$87,310 | \$91,199 | \$95,084 | \$98,963 | \$102,849 | \$106,733 |
| Psychological Associate                           | \$77,203 | \$80,602 | \$84,845 | \$87,503 | \$91,003  | \$94,418  |
| Autism Therapist                                  | \$67,725 | \$70,730 | \$73,765 | \$76,788 | \$79,806  | \$82,828  |
| Psychometrist                                     | \$67,725 | \$70,730 | \$73,765 | \$76,788 | \$79,806  | \$82,828  |
| Speech Pathologist                                | \$67,725 | \$70,730 | \$73,765 | \$76,788 | \$79,806  | \$82,828  |
| Special Services Counsellor                       | \$67,725 | \$70,730 | \$73,765 | \$76,788 | \$79,806  | \$82,828  |
| Behaviourist, Strict Discipline School Counsellor | \$47,119 | \$50,138 | \$53,160 | \$56,180 | \$59,202  | \$62,222  |
| Student Support Partner                           | \$47,119 | \$50,138 | \$53,160 | \$56,180 | \$59,202  | \$62,222  |
| Child & Youth Worker                              | \$39,809 | \$42,830 | \$45,853 | \$48,870 | \$51,891  | \$54,912  |

**COLLECTIVE AGREEMENT**

**BETWEEN**

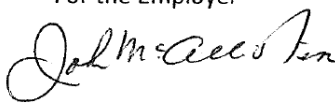
**The Upper Canada District School Board**

**AND**

**PSSP**

Signed in Brockville, Ontario

For the Employer

 Mar 12/21

CHAIR

DATE

For the Union

 April 20, 2021

PRESIDENT

DATE

 10 March 2021

DIRECTOR

DATE

 April 20, 2021

CHIEF NEGOTIATOR

DATE