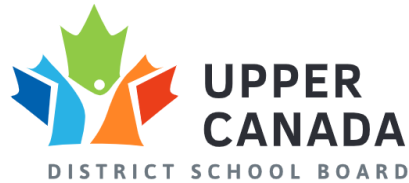


COLLECTIVE AGREEMENT

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, 2022

TO

AUGUST 31, 2026

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PART A – CENTRAL TERMS

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:
- ACÉPO refers to the Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.
- AFOCSC refers to the Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
- OCSTA refers to Ontario Catholic School Trustees’ Association as the designated bargaining agency for every English-language Catholic district school board.
- OPSBA refers to the Ontario Public School Boards’ Association as the designated bargaining agency for every English-language public district school board, including isolate boards.
- C3.3 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.4 “Casual Employee” means,
- i. a casual employee within the meaning of the local collective agreement,
 - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
 - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- C3.5 “Term Assignment” means, in relation to an employee,
- i. a term assignment within the meaning of the local collective agreement, or
 - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1 The CTA/CAE and OSSTF/FEESO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2 The Parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA/CAE. The Parties agree that the Crown may attend meetings.
- C4.6 OSSTF/FEESO and CTA/CAE representatives will each select one co-chair.
- C4.7 Additional representatives may attend as required by each party.

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the Central Parties. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken action in iii below.
- iii. The Central Parties shall each have the following rights:

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

C5.3 Language of Process

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

Where such a dispute is filed:

- i. The decision of the committee shall be available in both French and English.
- ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

C5.4 Grievance Shall Include:

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

- iii. A detailed statement of any relevant facts.
- iv. The remedy requested.

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

- i. Arbitration shall be by a single arbitrator.
- ii. The Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity and inclusion among the criteria for selecting an arbitrator.
- iii. The Central Parties may refer multiple grievances to a single arbitrator.
- iv. Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- v. The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

- a) The annual per FTE funding shall be as follows:
 - i. September 1, 2022: \$5,712.00
 - ii. September 1, 2023: \$5,769.12
 - iii. September 1, 2024: \$5,826.82
 - iv. September 1, 2025: \$5,885.08
 - v. August 31, 2026: \$6,120.48

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H- staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF ELHT in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the board's benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF/FEESO-EW. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF education workers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for OSSTF education workers at the school board.

C10.5 Benefits Committee

As per LOA #7, a benefits committee comprised of OSSTF/FEESO, the CTA/CAE, the Crown and OSSTF ELHT representatives shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.

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

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

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

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

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

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

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

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

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

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

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

g) Administration

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

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

C13.00 MINISTRY INITIATIVES

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

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

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

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Left Hand</td> <td style="width: 50%; border: none;">Right Hand</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Gripping</td> <td style="border: none;"><input type="checkbox"/> Gripping</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Pinching</td> <td style="border: none;"><input type="checkbox"/> Pinching</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as of November 30, 2023. The FTE number is to be agreed to by the Parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of the date of November 30 2023, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. School closure and/or school consolidation; or
 - d. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to 2. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.
4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of November 30 2023.
5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:

- a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs and ECEs
 - c. Administrative Personnel
 - d. Custodial Personnel
 - e. Cafeteria Personnel
 - f. Information Technology Personnel
 - g. Library Technicians
 - h. Instructors
 - i. Supervision Personnel (including child minders)
 - j. Professional Personnel (including CYWs and DSWs)
 - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2026.

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

The Parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as updated November 7, 2018 and including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act.

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown/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.

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: Learning and Services Continuity and Sick Leave Usage Task Force

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: EW LTD Sub-Committee

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

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

1. Within thirty (30) days of a central agreement reached through ratification or arbitration award, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:
 - Up to two (2) selected by and representing the Crown;
 - Up to four (4) selected by and representing the CTA/CAE; and
 - Up to six (6) selected by and representing OSSTF/FEESO.
2. The sub-committee shall meet, on a without prejudice basis, to examine the feasibility of establishing an EW LTD insurance plan for OSSTF/FEESO Education Workers, with the goal of establishing efficiencies for the premium payors. The mandate of the committee is to establish if there are potential provincial EW LTD level plan(s) that would establish efficiencies for the premium payors as compared to the current individual plans. The subcommittee will also consider impacts of any changes on existing plans. The EW LTD Sub-Committee shall make a recommendation, by consensus, back to the Central Labour Relations Committee.
3. Any Party to the sub-committee may invite outside experts such as Eckler, OTIP, Manulife or others to provide support to the sub-committee.

4. Starting in the 2024-2025 school year, the sub-committee shall meet at least three (3) times per year during this collective agreement unless by mutual agreement.
5. The sub-committee shall make its recommendations to the Central Labour Relations Committee, no later than August 31, 2026.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

Indigenous employees may use existing short term paid leave:

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Bereavement Leave

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Employee Mental Health

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Education Worker Diverse and Inclusive Workforce Committee

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Central Items That Modify Local Terms

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act, 2014.

1.) Pregnancy SEB Language:

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

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY
LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short-

Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.

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

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

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following

the birth of her child but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

4. Retirement Gratuities

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

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

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

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

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

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/ABA Consultant, Student Support Partners, Board Certified Behaviour Analyst, Social-Emotional Learning/Wellness Support Worker, Indigenous Graduation Coach and any other PSSP job classification. PSSP will be notified of new job classifications as they are created.

2.6.1 Both parties recognize the work of licensed and registered professionals. As a result, unlicensed and unregistered professionals shall not complete the work governed exclusively by regulatory bodies.

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 November 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 bi-weekly 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 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) Members of the Bargaining Unit in the same classification - appointment will be made to the most senior applicant to the position; then
- b) 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. 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). If a request for an exchange is denied, the Supervisor will provide written rationale for the denial.

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 prohibited grounds as defined by the Human Rights Code, to include, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy and breastfeeding), 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.

8.2.2 The Employer and Union recognize the right of Employees to be treated fairly in a workplace free of personal and sexual harassment, in accordance with the Occupational Health and Safety Act.

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.

10.1.2 The Employer will provide the Employee the number of years of prior experience used for the purpose of their initial placement on the grid along with the corresponding step.

10.1.3 When an Employee's previous related experience equates to partial years, 0.5 or greater shall be rounded up and 0.4999 or lesser shall be rounded down.

10.1.4 The initial grid placement shall be as follows:

Years of Previous Related Experience	Step
0 – 0.49	1
0.5 – 1.49	2
1.5 – 2.49	3
2.5 – 3.49	4
3.5 – 4.49	5
4.5 or greater	6

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/partner, parent, child, parent-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 sibling-in-law, child's spouse, grandparent, spouse/partner's grandparents, grandchild, a maximum of three (3) working days, inclusive of burial at a later date;
 - iii) death of sibling (aunt, uncle), sibling (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) 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);
- c) 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);

- d) 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);
- e) a maximum of five (5) days in a year shall be granted for a member to observe recognized religious or cultural holidays or sacred practices. The Employee must provide notice of this leave to their Supervisor as soon as they are made aware of the date(s);
- f) 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 a maximum of four (4) wellness days (inclusive of days taken for the illness of the Employee’s spouse/partner, immediate family, or a member of the household) per school year. The member shall make a verbal request for wellness days to the appropriate Supervisor at least twenty-four (24) hours in advance when possible. The request shall not be unreasonably refused, but if refused the reasons shall be given in writing.

For purpose of article 12.1.3 “spouse/partner” is defined as a person in an ongoing, common law, or a married relationship.

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**

An 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**

Including cases of adoption, 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.

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. Should the employee not write to Human Resources to request disciplinary material be removed from their file, the parties agree the disciplinary materials are treated in accordance with this article.
- 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 On April 1st and November 15th 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.

20.2.10 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.

20.3 Union Communication

20.3.1. When reductions in FTE are planned, resulting in layoff, the Employer will meet with the Union to communicate the reduction in FTE. This meeting will include the layoff process, timelines and communication with Employees, both active and those on leave of absences. Every effort shall be made to have this meeting no later than three (3) days prior to the layoff.

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:
- 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;
 - 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;
 - 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.

ARTICLE 23.0 – EXTERNAL COLLABORATIVE RELATIONSHIPS PROTOCOL

23.1 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.

23.2 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.

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

23.4 Any person with a concern about an external agency not following the External Collaborative Relationships Protocol or performing work that members of the Bargaining Unit may perform within their duties, shall report the concern directly to the Employer or through the Bargaining Unit through the complaint process.

23.4.1 All concerns received will be handled by the Employer in a confidential manner and investigated immediately.

23.4.2 The outcome of the investigation and steps taken by the Employer must be shared with the PSSP President or designate within thirty (30) days of the concern being submitted.

ARTICLE 24.0 – HEALTH AND SAFETY

The parties agree that Employees, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers, under the Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

LOU #1 – 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

David Priddy

Date

March 16, 2004

Heather A. Wells
PSSP Representative - President ✓

March 3/04

Date

LOU #2 – 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.

LOU #3 – EMPLOYER-PROVIDED COMMUNICATION DEVICES/SERVICES

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

Re: Employer-Provided Communication Devices/Services

The Employer shall provide Employees of the Bargaining Unit who require informed consent for service and/or a confidential message service with a cell phone or alternative professional communication device/service to assist the Employees in fulfilling their work and professional college responsibilities. All costs related to the cell phone device, cellular service usage, communication device/service, or other fees associated to the use of the device for business, are to be paid by the Employer.

The communication devices/service needs of Employees within the Bargaining Unit will be discussed through Labour Management Meetings annually, added to the agenda by either party.

LOU #4 – OFFICE CLOSURE

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

Re: Office Closure

In the event of an office closure, an Employee may indicate in writing to the Employer and the Bargaining Unit considerations they would like included when making a final decision of which office they will be relocated, in accordance with Article 15.5.

The Employer and the Bargaining Unit will meet to discuss the written concerns raised by Employees. This meeting will consider alternative solutions to minimize the impact on the Employees due to the office relocation. Consideration will be given to the needs of the job classifications, professional needs and the Bargaining Unit in its entirety.

LOU #5 – RE-EVALUATION OF PAY RATE FOR SPECIALIZED JOB CLASSES

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

Re: Re-evaluation of Pay Rate for Specialized Job Classes

The parties shall review the following job classifications under Central Agreement Article C7.0 – Specialized Job Classes:

- Psychological Associates
- Speech and Language Pathologists

The parties agree to discuss any steps exercised under Central Agreement Article C7.0 – Specialized Job Classes. Should it be determined a pay rate change is warranted, the pay rate will be processed within 30 days of the rate being established. The effective date will be the date of the Labour Management Meeting for which the rate was discussed between the parties.

Any pay rate adjustment will be granted to current Employees for the specific job class as well as new hires.

Recruitment and retention efforts of PSSP positions shall be a standing item on the joint Labour Management Meeting agenda.

LOU #6 – RETURN TO WORK/ACCOMMODATION

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

Re: Return to Work/Accommodation

Following the ratification of this Agreement, the parties agree to discuss the return to work and accommodation processes, in accordance with legislation and Board Policy and Procedure. The purpose of this meeting is to review information and communication being sent to Employees and determine if additional resource information or communication is required.

LOU #7 – PROFESSIONAL DEVELOPMENT/LEARNING

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

Re: Professional Development/Learning

The one-time funds received from the Crown’s Priorities and Partnerships Fund (PPF) transfer payment for PSSP Professional Development/Learning to be used during the 2023-2024 and until the end of the 2025-2026 school year shall be used for development opportunities of professional interest or to meet professional regulatory body requirements. This shall be used to enhance professional development and/or training offered by UCDSB.

The Bargaining Unit will establish the application-approval process and procedures. PSSP Employees will submit an application for Professional Development/Learning funding to the Bargaining Unit for consideration and approval. Reimbursement for approved Professional Development/Learning opportunities will be facilitated by UCDSB and in accordance with UCDSB Expenditure Guidelines.

APPENDIX A – SALARY GRIDS

Effective September 1, 2022

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Psychologist	\$92,381	\$96,437	\$100,487	\$104,531	\$108,581	\$112,631
Psychological Associate	\$81,846	\$85,388	\$89,813	\$92,584	\$96,231	\$99,792
Autism / ABA Consultant, Psychometrist, Special Services Counsellor, Speech Pathologist	\$71,965	\$75,097	\$78,260	\$81,413	\$84,559	\$87,710
Student Support Partner	\$52,115	\$55,263	\$58,413	\$61,559	\$64,713	\$67,861
Behaviourist, Successful Destinations Counsellor	\$50,482	\$53,629	\$56,779	\$59,927	\$63,078	\$66,227
Child & Youth Worker	\$42,860	\$46,010	\$49,161	\$52,307	\$55,457	\$58,607

Effective September 1, 2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Psychologist	\$93,739	\$97,795	\$101,845	\$105,889	\$109,939	\$113,989
Psychological Associate	\$83,204	\$86,746	\$91,171	\$93,942	\$97,589	\$101,150
Autism / ABA Consultant, Psychometrist, Special Services Counsellor, Speech Pathologist	\$73,323	\$76,455	\$79,618	\$82,771	\$85,917	\$89,068
Student Support Partner	\$53,473	\$56,621	\$59,771	\$62,917	\$66,071	\$69,219
Behaviourist, Successful Destinations Counsellor	\$51,840	\$54,987	\$58,137	\$61,285	\$64,436	\$67,585
Child & Youth Worker	\$44,218	\$47,368	\$50,519	\$53,665	\$56,815	\$59,965

Effective September 1, 2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Psychologist	\$95,097	\$99,153	\$103,203	\$107,247	\$111,297	\$115,347
Psychological Associate	\$84,562	\$88,104	\$92,529	\$95,300	\$98,947	\$102,508
Autism / ABA Consultant, Psychometrist, Special Services Counsellor, Speech Pathologist	\$74,681	\$77,813	\$80,976	\$84,129	\$87,275	\$90,426
Student Support Partner	\$54,831	\$57,979	\$61,129	\$64,275	\$67,429	\$70,577
Behaviourist, Successful Destinations Counsellor	\$53,198	\$56,345	\$59,495	\$62,643	\$65,794	\$68,943
Child & Youth Worker	\$45,576	\$48,726	\$51,877	\$55,023	\$58,173	\$61,323

Effective September 1, 2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Psychologist	\$96,455	\$100,511	\$104,561	\$108,605	\$112,655	\$116,705
Psychological Associate	\$85,920	\$89,462	\$93,887	\$96,658	\$100,305	\$103,866
Autism / ABA Consultant, Psychometrist, Special Services Counsellor, Speech Pathologist	\$76,039	\$79,171	\$82,334	\$85,487	\$88,633	\$91,784
Student Support Partner	\$56,189	\$59,337	\$62,487	\$65,633	\$68,787	\$71,935
Behaviourist, Successful Destinations Counsellor	\$54,556	\$57,703	\$60,853	\$64,001	\$67,152	\$70,301
Child & Youth Worker	\$46,934	\$50,084	\$53,235	\$56,381	\$59,531	\$62,681

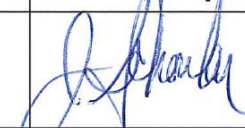

COLLECTIVE AGREEMENT

BETWEEN

The Upper Canada District School Board

AND

PSSP

For the Union		For the Employer	
	October 3, 2024		Oct 9, 2024
PRESIDENT Stephanie Sheeler	Date	CHAIR Jamie Schoular	Date
	October 3, 2024		Oct 9, 2024
CHIEF NEGOTIATOR Tanya Crosbie	Date	DIRECTOR Ron Ferguson	Date