
PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)

EDUCATION WORKERS

TABLE OF CONTENTS

OSSTF EDUCATION WORKERS – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)	4
C1.1	Separate Central and Local Terms	4
C1.2	Implementation	4
C1.3	Parties	4
C1.4	Single Collective Agreement	4
C2.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)	4
C2.1	Term of Agreement	4
C2.2	Amendment of Terms	4
C2.3	Notice to Bargain	4
C3.00	DEFINITIONS	5
C4.00	CENTRAL LABOUR RELATIONS COMMITTEE	6
C5.00	CENTRAL GRIEVANCE PROCESS	6
C5.1	Definitions	6
C5.2	Central Dispute Resolution Committee	7
C5.3	Language of Process	7
C5.4	Grievance Shall Include:	8
C5.5	Referral to the Committee	8
C5.6	Voluntary Mediation	8
C5.7	Selection of the Arbitrator	9
C6.00	EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED)	9
C7.00	SPECIALIZED JOB CLASSES	9
C8.00	WORK YEAR	9
C9.00	STAFFING COMMUNICATION	9
C10.00	BENEFITS	10
C10.1	ELHT Benefits	10
C10.2	Eligibility and Coverage	10
C10.3	Funding	11
C10.4	Full-Time Equivalent (FTE) and Employer Contributions	12

C10.5	Benefits Committee	12
C10.6	Privacy	12
C10.7	Benefits not provided by the ELHT	12
C10.8	Payment in Lieu of Benefits	13
C11.00	STATUTORY LEAVES OF ABSENCE/SEB	13
C11.1	Family Medical Leave or Critical Illness Leave	13
	Supplemental Employment Benefits (SEB)	13
C12.00	SICK LEAVE	14
C12.1	Sick Leave/Short Term Leave and Disability Plan	14
a)	Sick Leave Benefit Plan	14
b)	Sick Leave Days	14
c)	Short-Term Leave and Disability Plan (STLDP)	14
d)	Eligibility and Allocation	14
e)	Short-Term Leave and Disability Plan Top-up	15
f)	Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment	16
g)	Administration	16
h)	Pension Contributions While on Short Term Disability	17
C13.00	MINISTRY INITIATIVES	17
C14.00	PROVINCIAL FEDERATION RELEASE DAYS	17
APPENDIX A – RETIREMENT GRATUITIES		19
A.	Sick Leave Credit-Based Retirement Gratuities (where applicable)	19
B.	Other Retirement Gratuities	19
APPENDIX B – ABILITIES FORM		20
LETTER OF AGREEMENT #1	RE: Sick Leave	22
LETTER OF AGREEMENT #2	RE: Job Security	23
LETTER OF AGREEMENT #3	RE: Provincial Working Group – Health and Safety	25
LETTER OF AGREEMENT #4	RE: Scheduled Unpaid Leave Plan	26
LETTER OF AGREEMENT #5	RE: Status Quo Central Items	28
LETTER OF AGREEMENT #6	RE: Additional Professional Activity (PA) Day	29
LETTER OF AGREEMENT #7	RE: Children’s Mental Health, Special Needs and Other Initiatives	30
LETTER OF AGREEMENT #8	RE: Online Reporting Tool for Violent Incidents	31

LETTER OF AGREEMENT #9 RE: Half Day of Violence Prevention Training..... **32**

LETTER OF AGREEMENT #10 RE: Employee Life and Health Trust (ELHT) Committee..... **33**

HISTORICAL APPENDIX OF CENTRAL TERMS - FOR REFERENCE ONLY **34**

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

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

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

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

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

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

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

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

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

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

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

Funding shall be made retroactive to September 1, 2019.

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

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

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

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

C10.5 Benefits Committee

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

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

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

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

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

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

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

g) Administration

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

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

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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: (Please print)	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 (please do not include diagnosis): _____
---------------------------------------	------------------------------------------------------------------------------

Date of Assessment: dd mm yyyy

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

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Benefits

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

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

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

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

1.0.0 GOVERNANCE

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

1.2.0 The parties confirm their intention to do the following:

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

2.0.0 ELIGIBILITY and COVERAGE

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

3.0.0 FUNDING

3.1.0 Start-Up Costs

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

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

3.2.0 On-Going Funding

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

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

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

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

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

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

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

8.0.0 CLAIMS SUPPORT

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

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

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

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

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

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

4. Retirement Gratuities

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

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

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

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

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

5. Long Term Disability (LTD)

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

PART B

LOCALLY NEGOTIATED CONDITIONS

Between

The Near North District School Board (hereinafter referred to as the “Board” or “Employer”)

and

The Ontario Secondary School Teacher’s Federation (hereinafter referred to as “OSSTF” or “Union”)

Representing

Educational Assistants, Professional Student Services Personnel and Designated Early Childhood Educator,
ESSP of OSSTF District 4, Near North District School Board
(hereinafter referred to as the “Bargaining Unit”)

Sept 1, 2019 – Aug 31st 2022

TABLE OF CONTENTS – PART B

PART B	46
L1.0 – PURPOSE	50
L2.0 – RECOGNITION.....	50
L3.0 – DEFINITIONS.....	51
L3.05 MEMBER MEANS A MEMBER OF THE OSSTF DISTRICT 4 ESSP BARGAINING UNIT.	53
L3.09 GEOGRAPHIC AREAS SHALL MEAN THE BOUNDARIES OF THE PREDECESSOR BOARDS.....	53
L4.0 - EFFECTIVE PERIOD AND RENEWAL	53
L5.0 - MANAGEMENT RIGHTS	54
L6.0 - UNION RIGHTS	54
L7.0 – JUST CAUSE	54
L8.0 - NO DISCRIMINATION.....	55
L9.0 - REPRESENTATION AND UNION LEAVES	55
L10.0 - UNION MEMBERSHIP & DUES & CHECK-OFF	56
L11.0 - JOB CLASSIFICATIONS & QUALIFICATIONS.....	57
LEVEL 2: INCLUDES BEHAVIOUR COUNSELLORS, BRIEF INTERVENTION SCHOOL BASED.....	57
PRACTITIONER.....	57
L12.0 – SALARY	58
L12.01.01 (A) THE HOURLY RATE FOR QUALIFIED EAS SHALL BE AS FOLLOWS	58
L13.0 - WORKING CONDITIONS	61
L13.12 HEALTH AND SAFETY	62
L15.0 - EMPLOYEE BENEFITS.....	63
L16.0 - PENSION PLAN	64
L17.0 - STATUTORY HOLIDAYS	64
L18.0 - VACATION PAY	65
L19.0 – SPRING STAFFING (APPLICABLE FOR THE ENSUING SCHOOL YEAR)	65
L19.01 SPRING STAFFING PROCESS.....	65

L20.0 – SURPLUS (APPLICABLE DURING THE SCHOOL YEAR).....	67
L21.0 – EXCHANGES AND TRANSFERS.....	67
L21.01 EMPLOYEE EXCHANGES	67
L21.02 ADMINISTRATIVE TRANSFERS	68
L22.0 - POSTING OF VACANCIES	69
L23.0 - SENIORITY, LAY-OFF, AND RECALL.....	70
L23.01.02 TOTAL NON-CONTINUOUS YEARS OF SERVICE WITH THE BOARD.....	70
L23.06 LAY-OFF.....	71
L23.08 RECALL	71
L24.0 - SICK LEAVE	72
L25.0 - SHORT-TERM LEAVES.....	73
L25.02 WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP UP BENEFITS.....	74
L26.0 - PREGNANCY AND PARENTAL LEAVE.....	74
L26.03 SHORT-TERM PARENTAL LEAVE	75
L26.04 CHANGE OF NOTICE TO BEGIN OR END PREGNANCY/SHORT-TERM PARENTAL LEAVE.....	76
L26.05 SUPPLEMENTARY EMPLOYMENT BENEFIT PLAN (SEB PLAN) FOR PREGNANCY LEAVE	76
L26.08 EXTENDED PARENTAL LEAVE.....	79
L27.0 - LEAVES OF ABSENCE WITHOUT PAY	79
L28.0 - DEFERRED SALARY LEAVE PLAN (DSLPL)	81
L28.06 PAYMENT FORMULAS AND RETENTION OF DEFERRED SALARY.....	81
L28.09 WITHDRAWAL	82
L29.0 - SEVERANCE ALLOWANCES	82
L29.01 TERMINATION NOTICE.....	82
L29.02 RETIREMENT GRATUITY	82
L30.0 - PROFESSIONAL DEVELOPMENT	83
L31.0 - VEHICLE ALLOWANCE	84
L32.0 - PERSONNEL FILES	84
L33.0- GRIEVANCE PROCEDURE.....	85

L33.01 DEFINITION	85
L33.03.01 STEP 1.....	86
L33.03.01STEP 2.....	86
L33.03.03STEP 3.....	86
L33.03.04 STEP 4.....	86
L33.05 GRIEVANCE MEDIATION	87
L34.0– JOB SECURITY/CONTRACTING OUT	87
L35.0 – CRIMINAL BACKGROUND CHECKS	88
L36.0 - EXTRAORDINARY ACCOMMODATIONS OF SPECIAL NEEDS STUDENTS AND EA’S.....	88
L37.0 - PAY EQUITY JOINT MAINTENANCE COMMITTEE	89
L38.0 – PRINTING OF THE COLLECTIVE AGREEMENT	89
LETTER OF UNDERSTANDING	91

L1.0 – PURPOSE

- L1.01** The purpose of this Agreement is to establish the terms and conditions of employment of all Members of the Bargaining Unit of OSSTF employed by the Board, including salaries, employee benefits, working conditions and other matters, and to provide a fair and expeditious procedure for the resolution of grievances, which may arise.

L2.0 – RECOGNITION

- L2.01** The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of all Educational Assistants, Designated Early Childhood Educators, and Professional Student Services Personnel members of the Educational Student Support Professional (ESSP) Bargaining Unit employed by the Board including long term occasional employees in a long term assignment that is known to extend beyond ninety (90) working days but not more than the school year, save and except Supervisors and persons above the rank of Supervisor, temporary employees, and students employed during the school vacation periods or students placed in schools to complete work placement or co-op placements. Prior to posting any positions that are not 0.5 FTE or 1.0 FTE, the Bargaining Unit shall be consulted. Such consultation shall include surplus, bumping and recall procedures.
- L2.02** The Board recognizes the right of OSSTF to authorize the ESSP Bargaining Unit to act as an agent of OSSTF in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all persons covered by this agreement.
- L2.03** The Board recognizes the right of OSSTF to authorize the ESSP Bargaining Unit to act as an agent of OSSTF and both parties recognize the right to have other advisors, agents, counsel, solicitors or duly authorized representative in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all persons covered by this Agreement.
- L2.04** The Parties recognize that all Members/Employees in job classifications requiring membership in a recognized Professional College or Association and/or Regulatory Body as a specific requirement of the position, as documented in the job posting and description are required to be members in good standing in their respective Professional Colleges or Association and/or Regulatory bodies.
- L2.05** Both parties recognize their obligation to conduct business in a manner consistent with all pertinent legislation.
- L2.06** Both parties shall not exercise their rights in a manner that is arbitrary, discriminatory or in bad faith.

L3.0 – DEFINITIONS

- L3.01.01 Educational Assistant (hereinafter referred to as EA) means an EA employed by the Board to assist the classroom teachers with students who have special needs and to assist with the implementation of programs planned by the teacher or Supervisor. The EA title shall include but not be limited to Flex EA, Itinerant Behavior EA, and School Based EA.s.
- L3.01.02 Designated Early Childhood Educator (hereinafter referred to as DECE) means a DECE as defined in accordance with the [Education Act and Regulations](#) as amended and who is employed as a DECE in a school that is under the jurisdiction of the Board.
- L3.01.03 A full time EA/DECE shall work thirty-two and a half (32.5) hours per five (5) day week at the rate of six and a half (6.5) hours per day. EAs/DECEs shall work and be paid a regular school year of 194 days including all system PD/PA days.
- L3.02.01 Professional Student Services Personnel (hereinafter referred to as PSSP) means, Psychologists, Psychological Associates, Psycho-Educational Consultants, Speech Language Pathologists, Communicative Disorders Assistants, Attendance Counsellors, Child Development Counsellors, Social Workers, Brief Intervention School Based Practitioners, Board Certified Behavioural Analyst, Behaviour Counsellors, Behaviour Therapist employed by the Board.
- L3.02.02 A full-time PSSP shall work thirty-five (35) hours per five (5) day week at the rate of seven (7) hours per day. PSSPs shall work and be paid a regular school year of 194 days including all system PD/PA days.
- L3.03.01 For a part-time permanent Member/Employee, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Collective Agreement shall be pro-rated in the ratio that the part-time Member's/Employee's assignment bears to a full-time assignment as defined in Articles L3.01.03 and L3.02.02.
- L3.04.01 Effective September 1, 2016 a long term occasional (LTO) employee is an employee hired in a long -term assignment that is known to extend beyond 90 working days but not more than the school year to replace Members/Employees on leave of absence or when temporary funding is received for an additional assignment.
- L3.04.02 A Long Term Occasional Employee (LTO) shall not by virtue of such employment become permanent or probationary Employees. The following provisions of the Collective Agreement shall be the only provisions that apply to Long Term Occasional Employees: LTO's shall be expected to attend all PD/PA days within their term assignment. LTO shall be paid for all PD/PA days that they attend.

- Article L1.0- Purpose

- Article L2.0- Recognition
- Article L3.0- Definitions
- Article L4.0- Effective period and renewal
- Article L5.0- Management Rights
- Article L9.0- Representation and Union Leaves
- Article L10.0- Union membership & Dues & Check-off
- Article L13.0- Working Conditions
- Article L17.0- Statutory Holidays
- Article L24.0- Sick Leave
- Article L25.0- Short Term leaves
- Please see Central Agreement for Benefits

L3.04.03 The rate of pay will be the lowest level of that job classification. Educational Assistants receive an additional 4% vacation in lieu of time off.

L3.04.04 All temporary vacancies (when it is known in advance that the term will be more than 20 working days) during the term of the agreement will be filled by members on recall, based on seniority subject to the member possessing the required skills and qualifications. Members filling such vacancies shall be paid at their permanent employee rate. In the case of a member filling in a term position of 90 working days or more, the member will be entitled to participate in the benefits plan and the board will contribute a pro-rated amount to the benefits plan on behalf of such employees. Members working in term positions shall have all entitlements under the collective agreement as related to permanent members. In the event that a term position staffed by a senior member will end prior to a term position staffed by a less senior member, the position ending later shall be offered to the senior member. This shall have the effect of ensuring that senior members on recall shall always have the opportunity to work in term positions rather than less senior members. After the above process has been followed, once a temporary position ends, the displaced member shall be returned to the recall list.

L3.04.05 Once the conditions of Article [L23.10](#) have been met, part-time Members/Employees shall be given first consideration to work increased hours on a temporary basis to cover absences as per Article L3.04.01 and be paid the temporary rate as determined by the Board, provided this does not impair their ability to perform the responsibilities

of their permanent position. For a part-time Member/Employee, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the part-time Member's/Employee's assignment, excluding the temporary assignment, bears to a full-time assignment as defined in Article [L3.01.03](#) and [L3.02.02](#).

L3.04.06 Permanent Members/Employees may apply for temporary postings provided the period of the appointment is not less than one year. Exceptions by mutual consent of the Union and the Board may be considered on a without prejudice basis for a temporary posting for a period of less than one year. While in the temporary position the permanent Member/Employee shall remain a Member of the Union. The permanent Member/Employee will return to their position previously held unless the Board offers an alternate position acceptable to the Member/Employee.

L3.05 Member means a Member of the OSSTF District 4 ESSP Bargaining Unit.

L3.06 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

L3.07 The Board shall mean the Near North District School Board or its predecessor Boards, unless otherwise indicated.

L3.08 A part-time EA/DECE Member/Employee is any regularly scheduled Member/Employee who works fewer than thirty-two and a half (32.5) hours but no less than sixteen and one quarter (16.25) hour per week. A part-time PSSP is any regularly scheduled Member/Employee who works fewer than thirty-five (35) hours but no less than seventeen and one half (17.5) hours per week. The hours worked shall be determined by the hours/FTE in the job posting as per Article [L22.02](#).

L3.09 Geographic areas shall mean the boundaries of the predecessor boards.

L3.10 A surplus Member/Employee shall mean the most junior employee, including flex positions/members in a permanent position for whom no position is available within the school in which the Member/Employee is presently working. If the Flex position needs to stay at the school due to special needs of the school the Board will meet with the Union/employee, but the decision shall be the Board's and will be based on student need.

L3.11 A laid off Member/Employee is an employee for whom no position exists in the system. Lay-off may be full or partial.

L3.12 The term probationary employee refers to a Member/Employee within the Bargaining Unit who has not completed three (3) calendar months of service from date of hire.

L4.0 - EFFECTIVE PERIOD AND RENEWAL

L4.01 This Agreement shall be effective from September 1, 2019 and shall continue in full force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification, of this Agreement. If notice is given, the parties shall meet within fifteen (15) calendar days from giving of notice. Notwithstanding the period of notice cited above, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, that it desires to negotiate this Agreement, in accordance with the [Ontario Labour Relations Act](#).

L4.02 No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

L4.03 The Bargaining Unit and the Board agree that there shall be no strikes or lockouts during the term of this Agreement. The terms strike and lock-out shall be as defined in the [Ontario Labour Relations Act](#).

L5.0 - MANAGEMENT RIGHTS

L5.01 Both parties to the Agreement recognize that subject to the provisions of this Agreement, it is the sole right of the Board to manage the affairs of the in accordance with the statutes and regulations of the Province of Ontario as amended from time to time.

L6.0 - UNION RIGHTS

L6.01 The Board shall provide space on an existing bulletin board for the use of the Union at appropriate locations upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Members/Employees.

L6.02 The Union shall be allowed to use school facilities to carry out Union business outside regular working hours, or during a member's lunch time or breaks, providing such facilities are available and approved in advance.

L7.0 – JUST CAUSE

L7.01 No Member/Employee shall be demoted, disciplined or discharged without just cause and such cause shall be communicated in writing. The parties recognize the lesser standard (basic procedural fairness) for probationary Members/Employees.

L7.02 The Board recognizes the right of OSSTF to represent a Member/Employee at any meeting where the conduct or competence of the Member/Employee is being discussed. Administration, including Principals or Vice-Principals, must inform the Member/Employee of the right to OSSTF representation prior to the meeting. If the Member/Employee elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present. If the Member/Employee elects not to have OSSTF representation, then the Member/Employee

shall provide the refusal in writing to the employer. The Member/Employee has the right to OSSTF representation at any subsequent meeting.

L8.0 - NO DISCRIMINATION

L8.01 The Board recognizes its obligations to fulfill all of the statutory requirements contained within the [Human Rights Code](#). Additionally, the parties agree that there shall be no discrimination or harassment specifically based on any reasonable Union business.

L9.0 - REPRESENTATION AND UNION LEAVES

L9.01 The Bargaining Unit will provide the Board with the current names of its officials and committee members. The Board will provide the Bargaining Unit President with a current Staff Directory

L9.02 The Bargaining Unit may appoint or otherwise select a bargaining committee. Such committee shall represent the Bargaining Unit in all negotiations with the representatives of the Board for a renewal of this Agreement and to discuss matters arising out of this Agreement. The Union agrees to reimburse the Board for the cost of release time should negotiation take place during working hours.

L9.03.01 At the request of the Union, the Board may grant release time to the Union, for the purpose of carrying out Union business. The request of the Union shall be made to the Manager of Human Resources or designate in a timely fashion.

L9.03.02 In addition to the above, the President of the Bargaining Unit, will be on full time release. The Bargaining Unit agrees to reimburse the Board at the hourly rate that is at the first grid step of category of the employee being released.

L9.03.03 The board will provide an additional member for release time, to help conduct Union business up to 1.0 FTE and the bargaining unit agrees to reimburse the Board for the replacement cost of the Member/Employee's release.

L9.03.04 In the case of PSSP release time with no replacement cost, the Union shall reimburse the actual cost of salary for any days in excess of five (5) days per year.

L9.03.05 In the case of EA/DECE release time, in excess of twenty-five (25) days, the Bargaining Unit agrees to reimburse the actual cost of the Member's/Employee's release.

L9.04 Appropriate replacements, where necessary, shall be hired by the Employer for the Member/Employee on Union leave, should the Member/Employee be an EA/DECE Member/Employee.

- L9.05** Members/Employees on any type of Union leave shall receive from the Employer, employee benefits including the accumulation of credit for experience, seniority, and all other rights and privileges under this Collective Agreement.
- L9.06** Union leave shall be granted to Members/Employees who serve as Union representatives on Board committees, which are convened during working hours. Such leave shall not reduce the number of days available under Article L9.03.
- L9.07** The Board shall grant a leave of absence to a Member/Employee who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the full cost of the Member's/Employee's total salary and other benefits. The duration of the leave is to be for up to two (2) years on the basis that it will be renewed if the Member seeks re-election or is rehired. The Member/Employee shall continue to accumulate seniority during the period of leave. The Bargaining Unit shall notify the Employer of the name(s) of member(s) to receive such Federation leave. Reasonable notice of such leave will be provided.
- L9.08** A Member/Employee of the Bargaining Unit on a District/Bargaining Unit or Provincial Union leave shall return to the same position at the same level of responsibility, if it still exists, or to an equivalent position if it does not. The school specific position will be held for a maximum of five (5) years.
- L9.09** A Member/Employee on any type of Union leave shall have equal consideration when the Member applies for a job posting within the Board.

L10.0 - UNION MEMBERSHIP & DUES & CHECK-OFF

- L10.01** All current and future Members/Employees shall, as a condition of employment, be Members of the Union and be required to pay bi- weekly Union dues and/or local levies chargeable by the Union or the Bargaining Unit. Any changes to the amount of union dues, local levies or special payments levied in accordance with the Union constitution will be applied to all members within thirty (30) days whenever possible of notification from the Union.
- L10.02** The Board agrees to deduct from Members'/Employees' wages, bi-weekly dues and assessments levied in accordance with OSSTF Constitutions and By-laws, and to remit such monies to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the 15th day of the month following the month in which the deduction was made. The Board shall accompany such remittance with a list identifying the names, social insurance numbers and amounts deducted for all Members/Employees. The Board shall, where available, provide the information in an electronic form.
- L10.03** OSSTF shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the Bargaining Unit.
- L10.04** T4 Income Tax slips issued by the Board shall state the amount of OSSTF fees deducted.

L11.0 - JOB CLASSIFICATIONS & QUALIFICATIONS

L11.01 EA job qualifications are as follows:

A minimum two-year post-secondary certificate or diploma in the social services field.

L11.01.01 Any unqualified EA hired prior to August 31, 2001 shall be deemed qualified unless a letter of agreement between the EA and the Board was previously agreed to.

L11.01.02 Notwithstanding the above, the Board may hire, with the consent of the Union, which will not be unreasonably withheld, an unqualified EA provided that there have been no suitable external qualified applicants. The unqualified EA must show evidence on a yearly basis that they are continuously working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed four (4) years unless mutually agreed to by the EA, the Board and the Bargaining Unit. The unqualified EA will be a Member of the Bargaining Unit and will pay union dues.

L11.01.03 Unqualified EAs who are newly certified under the OLRA and are integrated into this Collective Agreement shall be subject to the conditions in Article L11.01.02. The Union grants consent for this. It is understood that nothing prohibits an unqualified part-time EA from applying for a full-time position while pursuing the necessary qualifications. It is further understood that the unqualified EAs who are newly certified under the OLRA shall have four (4) years from the date of ratification (September 1, 2004) of the Memorandum of Agreement to complete their qualifications.

L 11.01.04 The Principal of Special Education or designate will endeavor to contact the Flex EA's that will need to change locations due to student enrollment, student need, or student transfers, at least one week prior to the first day of school.

L11.01.05 If a flex EA needs to be transferred during the school year, the employee shall be given at least 3 working days' notice, with an explanation as why the employee is being moved.

L11.02 PSSP job classifications, based on qualifications, are as follows:

Level 1: includes Child Development Counsellors and Communicative Disorders

Assistants, Behaviour Therapist

Level 2: includes Behaviour Counsellors, Brief Intervention School Based Practitioner

Level 3: includes Attendance Counsellors, Social Workers

Level 4: includes Speech-Language Pathologists and Psycho-Educational Consultants, Board Certified Behavioural Analyst

Level 5: includes Psychologists.

L11.02.01 Notwithstanding the above, the Board may hire, with the consent of the Union which will not be unreasonably withheld, an unqualified PSSP provided that there have been

no suitable external qualified applicants. Should there be no qualified external applicants, the Board shall interview the Bargaining Unit EAs /DECEs who are unqualified and have applied for the posted PSSP job. The unqualified EA / DECE and/or the unqualified external applicant must show evidence on a yearly basis that they are continuously working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed four (4) years unless mutually agreed to by the EA/DECE/external applicant, the Board and the Bargaining Unit. The unqualified EA/DECE/external applicant will be a Member of the Bargaining Unit and will pay Union dues.

L11.03 DECE job qualifications are as follows: a Diploma in Early Childhood Education or equivalent and a member in good standing of the College of Early Childhood Educators (DECE).

L11.03.01 Notwithstanding the above, the Board may hire under a Letter of Permission, an unqualified DECE provided that there have been no suitable external qualified applicants. Should there be no qualified external applicants, the Board shall interview the Bargaining Unit EAs/PSSPs who are unqualified and have applied for the posted DECE job. The unqualified EA/PSSP and/or the unqualified external applicant must show evidence in that year that they are working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed two (2) years. The unqualified EA/PSSP/external applicant will be a member of the Bargaining Unit and will pay union dues.

L12.0 – SALARY

L12.01.01 (a) The hourly rate for qualified EAs shall be as follows

Effective	Sept 1, 2019 Hourly Rate	Sep 1-2020 Hourly Rate	Sept 1 2021 Hourly Rate
0 years experience	\$ 22.98	\$ 23.21	\$ 23.44
1st year anniversary	\$ 24.82	\$ 25.07	\$ 25.32
2nd year anniversary	\$ 26.73	\$ 27.00	\$ 27.27
10th year anniversary	\$ 27.62	\$ 27.90	\$ 28.18

L12.01.01 (b) The hourly rate for unqualified EAs shall be as follows:

Effective	Sept 1, 2019	Sep 1-2020	Sept 1 2021
Unqualified	\$ 18.9	\$ 19.09	\$ 19.28

L12.01.01 (c) September 1, 2004 shall be deemed the anniversary date for salary purposes in the future for newly incorporated unqualified part-time EAs. For example an EA who is

unqualified as of September 1, 2004 and then becomes qualified by August 31, 2005 will be placed at 1st year anniversary on the EA salary grid as of September 1, 2005.

L12.01.02 Members/Employees shall be placed at the minimum salary level of L12.01.01 above and receive a salary increment for each completed year of service in the position on the anniversary date of hire until maximum is reached.

L12.02 Effective September 1, 2014, the salary for each PSSP classification shall be:

**CHILD DEV. COUNSELLOR,
COMMUNICATIVE DISORDER ASSISTANT AND
LEVEL 1 BEHAVIOR THERAPIST**

Experience	Sept 1, 2019	Sep 1-2020	Sept 1 2021
0 Years	\$ 43,263	\$ 43,696	\$ 44,133
1 Year	\$ 44,271	\$ 44,714	\$ 45,161
2 Years	\$ 45,275	\$ 45,728	\$ 46,185
3 Years	\$ 50,087	\$ 50,588	\$ 51,094

**BEHAVIOUR COUNSELLOR AND BRIEF
LEVEL 2 INTERVENTION SCHOOL BASED PRACTITIONER**

Experience	Sept 1, 2019	Sep 1-2020	Sept 1 2021
0 Years	\$ 51,662	\$ 52,179	\$ 52,701
1 Year	\$ 52,860	\$ 53,389	\$ 53,923
2 Years	\$ 54,060	\$ 54,601	\$ 55,147
3 Years	\$ 59,489	\$ 60,084	\$ 60,685

LEVEL 3 ATTENDANCE COUNSELLOR SOCIAL WORKERS,

Experience	Sept 1, 2019	Sep 1-2020	Sept 1 2021
0 Years	\$ 54,354	\$ 54,898	\$ 55,447
1 Year	\$ 56,969	\$ 57,539	\$ 58,114
2 Years	\$ 59,564	\$ 60,160	\$ 60,762
3 Years	\$ 67,207	\$ 67,879	\$ 68,558

**PSYCHO-EDUCATIONAL CONSULTANT,
SPEECH LANGUAGE PATHOLOGIST AND
LEVEL 4 BOARD CERTIFIED BEHAVIOURAL ANALYST**

Experience	Sept 1, 2019	Sep 1-2020	Sept 1 2021
0 Years	\$ 78,258	\$ 79,041	\$ 79,831
1 Year	\$ 80,519	\$ 81,324	\$ 82,137
2 Years	\$ 82,778	\$ 83,606	\$ 84,442
3 Years	\$ 91,944	\$ 92,863	\$ 93,792

LEVEL 5 PSYCHOLOGIST

Experience	Sept 1, 2019	Sep 1-2020	Sept 1 2021
0 Years	\$ 89,931	\$ 90,830	\$ 91,738
1 Year	\$ 94,199	\$ 95,141	\$ 96,092
2 Years	\$ 98,463	\$ 99,448	\$ 100,442
3 Years	\$ 102,771	\$ 103,799	\$ 104,837

L12.02.01 PSSP Members/Employees shall be placed on the salary grid of L12.02 above based on related experience. PSSP Members/Employees will move on the grid after each completed year of service in the position on the anniversary date of hire until maximum is reached. Members/Employees moving from EA to PSSP positions and returning to the EA position will revert back to their salary and anniversary level. Experience gained in the PSSP position does not exempt the Member/Employee from completing the requirements in L12.01.02.

- L12.02.02 PSSP Members/Employees hired before February 1, 2000 shall be placed in their respective salary grid level as follows:
- i. Each PSSP Member/Employee whose salary (as determined from L12.02 above) is higher than the maximum of the grid for that Member's/Employee's level, shall be red circled at that higher salary level.
 - ii. Beginning on September 1, 2000 and continuing annually thereafter, each PSSP Member/Employee shall receive a salary increment until the maximum salary level is reached.

L12.03 The hourly rate for each DECE shall be as follows:

Effective	Sept 1, 2019	Sep 1-2020	Sept 1 2021
Letter of Permission	\$ 19.78	\$ 19.98	\$ 20.18
Qualified - 0 Yrs Exp.	\$ 21.44	\$ 21.65	\$ 21.87
Qualified - 1 Yrs Exp.	\$ 23.08	\$ 23.31	\$ 23.54
Qualified - 2 Yrs Exp.	\$ 24.72	\$ 24.97	\$ 25.22
Qualified - 3 Yrs Exp.	\$ 26.37	\$ 26.63	\$ 26.90
Qualified - 4+ Yrs Exp.	\$ 28.03	\$ 28.31	\$ 28.59

L12.04 Members/Employees shall be paid every two weeks throughout the year by direct deposit to a chartered bank or credit union of the Member's/Employee's choice. For PSSP Members/Employees payments will be made on a twelve (12) month basis and for EA/DECE Members/Employees on a ten (10) month basis. The payment shall be deposited electronically and payment information (pay stub) shall be maintained in the Human Resources Portal, which can be printed by the Member/Employee.

L12.05 Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately preceding.

L12.06 The salary, benefits and working conditions for any newly created Union position, not presently covered by the scope of this Collective Agreement, shall be mutually agreed upon by the Board and the Union prior to the job posting.

L12.07 Errors in pay creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered.

The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered.

Notwithstanding the foregoing, an ESSP Member/Employee may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall an ESSP Member/Employee have monies deducted by the Board in conjunction with the Article without first advising the Member/Employee. Errors in pay creating an underpayment shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

L13.0 - WORKING CONDITIONS

L13.01 The normal hours of work for full-time Members/Employees shall be – 6.5 hours/day for EAs/DECEs and 7.0 hours per day for PSSPs. Part-time Members/Employees shall be assigned appropriate hours of continuous work as per Article [L3.08](#) by the Principal/Supervisor.

- L13.02** Each Member/Employee will be permitted a fifteen (15) minute rest period for each half day worked that shall be scheduled to the satisfaction of the Member/Employee and the Supervisor.
- L13.03** Members/Employees working a full day shall be entitled to a minimum unpaid lunch period of 40 continuous minutes, exclusive of travelling time between assignments, during which they shall be free from supervisory or other duties.
- L13.04** The Employer shall ensure that each Member/Employee has reasonable access to work areas, records, copies of IEP'S and Behaviour Management Plans, supplies and all other amenities necessary to the duties assigned. Some registered PSSP staff may be granted full access to the student's OSR to perform their regulated responsibilities.
- L13.05** Overtime work is voluntary (excluding emergencies). Members/Employees who agree to work overtime hours shall be paid for all work performed at the request of the Employer, in excess of the regular hours/day or weekly working hours at the rate of one and one half (1 ½) of the Member's/Employee's regular rate of pay per hour or as lieu time. Only the immediate Supervisor may authorize overtime hours. The Member/Employee will be provided with a copy of the written approval.
- L13.06** At the Member's/Employee's request, flex time may be considered by the Principal/Supervisor.
- L13.07** No Member/Employee will be required by the Board to drive students as part of their job.
- L13.08** During a legal strike undertaken by members of another bargaining unit against the Board, no Member/Employee shall be required to perform duties beyond the scope of his/her regular duties.
- L13.09** Members/Employees covered by this Agreement who are required to administer medication or perform health support services shall follow the administrative guideline. Any concerns may be brought forward to the Common Concerns Committee.
- L13.10** DECEs are an integral part of the Full Day Early Learning Kindergarten classes and as such Principals will endeavor to assign DECEs to supervision duties of Kindergarten students during the work day.
- L13.11** Issues related to Supervision will be brought forward to the Common Concerns Committee for a collaborative discussion.
- L13.12 Health and Safety**
The Employer and Union recognize their obligations to provide a safe, secure and healthy environment for Employees. As well, the Employer and the Union recognize their obligations to carry out all duties and obligations under the [Occupational Health and Safety Act](#) and its accompanying Regulations.

L14.0 - COMMON CONCERNS/PROFESSIONAL DEVELOPMENT COMMITTEE

L14.01 There shall be a Common Concerns/Professional Development Committee comprised of maximum of five (5) members from each of the parties to meet every other month or whenever necessary within a reasonable period of time at the call of one the Parties to explore system concerns in an attempt to informally resolve any issues that may arise. The intent of the Committee is to serve the mutual needs of the Board and of the Union in order to facilitate the maintenance of a harmonious relationship between the two parties.

L14.01.01 The parties agree that issues related to: medical procedures, supervision, duties, performance appraisal, training, newly created positions, will be brought to Common Concerns for review and recommendations.

L14.02 The Board recognizes from time to time Members of the Union will be called upon by the Board to participate on Board Committees, which are convened during the working day. Members/Employees who serve on Board Committees shall receive full wages and benefits while attending committee meetings. Such leave shall not reduce the number of days available under Article [L9.03](#). The Board shall pay mileage at the Board rate.

14.03 The Board and the Union will discuss and make plans for the following year PD/PA days for the purposes of required training for the employees/members from the board and professional development training.

L15.0 - EMPLOYEE BENEFITS

L15.01

Employees employed by the Board shall be enrolled in the prevailing benefit plan. Employee benefits including Life, Extended Health and Dental Coverage for members covered by benefits are provided by the Employee Life and Health Trust (ELHT) in the Central agreement.

L15.02 All permanent Members/Employees shall be enrolled in the LTD plan. ESSP Members/Employees in their last year, prior to retirement, may withdraw from the participation in the LTD plan. The LTD plan shall be fully paid by the Members/Employees.

a. The Board agrees to deduct at source any required premium payments incurred by the Members/Employees.

L15.03 Subject to the restrictions of the plan, Members/Employees receiving Long Term Disability Benefits shall be permitted to pay the full cost of any employee benefits in which they participated at the commencement of the Long Term Disability.

L15.04 The amount of the Employees' share of the refundable Employment Insurance Rebate shall be refunded and in turn submitted to the Bargaining Unit by the last day in February each year for the previous calendar year.

L16.0 - PENSION PLAN

- L16.01** All eligible Members/Employees must enroll in the [Ontario Municipal Employees' Retirement Pension Plan \(O.M.E.R.S\)](#) or the [Ontario Teachers' Pension Plan \(OTPP\)](#) in accordance with the provisions of the plan upon employment with the Board.
- L16.02** For Members of the former East Parry Sound Board, the mandatory enrolment date shall be September 1, 1998. Eligible Members/Employees have the option of applying for prior service credits. Any costs associated with the enrolment date and/or purchase of prior credits shall be the responsibility of the Member/Employee.

L17.0 - STATUTORY HOLIDAYS

- L17.01** All Members/Employees within the scope of this Agreement shall be paid a normal day's pay at the regular rate for each of the following paid holidays.

New Year's Day	Victoria Day	Thanksgiving Day	Family Day
Good Friday	Canada Day	Christmas Day	
Easter Monday	Labour Day	Boxing Day	

- L17.02** In the event that any of the above mentioned paid holidays fall on the Member's/Employee's regular day off, he/she shall be granted the day off with pay in lieu thereof on a day to be mutually agreed upon by the Member/Employee and the Board.
- L17.03** In the event that any of the above mentioned holidays fall on a day set out below, the following schedule of days off with pay shall be observed by all Members/Employees:

Holiday	Falling on	Day off with pay
New Year's Day	Saturday	Friday preceding
New Year's Day	Sunday	Friday preceding
Canada Day	Saturday	Monday following
Canada Day	Sunday	Monday following
Christmas Day	Saturday	Friday preceding
Christmas Day	Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Tuesday following

- L17.04** A Member/Employee required to work on a statutory holiday will be compensated in accordance with the Employment Standards Act.

L17.05 When a Member/Employee is absent because of sickness other than on paid compensation (WSIB) such Member/Employee shall be paid for statutory holidays that occur during the time that the Member/Employee is entitled to and is receiving sick leave credit.

L18.0 - VACATION PAY

L18.01 PSSP vacation compensation is included in their salary and working hours. DECE's vacation is recognized during the Christmas and March Breaks.

L18.02 Vacation pay for EAs is calculated on the basis of completed years of active service based on the anniversary date of the first day worked. The vacation plan is pro-rated as required.

Up to and including three (3) years of continuous active service = 4%

4 years to 9 years of continuous active service = 6%

10 years to 14 years of continuous active service = 8%

15 years or more of continuous active service = 10%

L18.03 Vacation pay shall be paid on each pay period as it accrues as per Article L18.02.

L18.03.01 Vacation may not be carried forward and must be used as indicated in L18.01.

L19.0 – SPRING STAFFING (Applicable for the ensuing school year)

L19.01 Spring Staffing Process

The Common Concerns Committee will meet by May 15 each year to review the staffing needs and placement of ESSPs for the following school year in accordance with the Collective Agreement. The committee may extend the May 15 timeline to a later date if further financial information is required to assist the committee in determining the calendar for postings and surplus placements. The timelines for staffing will be set annually by the Common Concerns Committee, and will include dates for:

→ up to three (3) weeks of Rapid Round Postings;

→ when available jobs will be posted; and

→ the Union and the Board to meet to place surplus Members/Employees.

L19.02 For information purposes only, a Locations' List showing the seniority of all ESSPs, their work site and their FTE status shall be forwarded to the Bargaining Unit President on September 30 and two (2) days prior to the meeting of the Staffing Committee as per Article L19.01.

L19.03 This procedure will be in effect for up to three (3) weeks, and the timelines for postings will be set by the Common Concerns Committee and communicated to the Members/Employees before the staffing procedure begins.

- L19.04** All the vacancies that have been declared by the Board for the ensuing school year shall be posted for the consideration of all permanent and surplus Members/Employees by noon on the first day. The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills, full- time equivalent (FTE) status and rate of pay. Part-time Members/Employees may not increase their time during the rapid round postings.
- L19.05** Members/Employees interested in the position will notify the Manager of Human Resources or designate within two (2) days by fax or email.
- L19.06** Vacancies shall be filled on the basis of seniority in the Bargaining Unit provided that the senior applicant possesses the skills and qualifications to perform the job as outlined in the posting.
- L19.07** Members/Employees must make their decision to accept at the time the position is being offered. Once a position is accepted, the Member/Employee may accept one other position during the Rapid Round Posting process.
- L19.08** The Manager of Human Resources/or designate will notify the successful candidates within two (2) school days. If the most senior applicant is not offered the position, the Board will provide supporting reasons, based on the criteria in the posting.
- L19.09** After the process outlined above has been completed, the following will apply to remaining surplus Members/Employees, in seniority order, provided the Member/Employee has the qualifications and skills to do the job:
1. The Member/Employee shall be offered any vacancy that exists in the family of schools, or if no vacancy exists
 2. The Member/Employee may choose to bump the most junior Member/Employee in any school within their family of schools, provided the FTE status of the person being bumped is equal to or less than the bumping Member/Employee, or
 3. The Member/Employee may choose to bump a Member/Employee with less seniority than themselves outside the family of schools, provided the person being bumped is below them on the seniority list and has an FTE status that is equal to or less than the bumping Member/Employee, or
 4. The Member/Employee may choose to be placed on the recall list.
- L19.10** Members/Employees who are declared surplus and placed on the recall list by the Board shall be notified in writing by the Manager of Human Resources or designate by June 10 or later by the mutual consent of the Board and the Bargaining Unit. Copies of such notifications shall be forwarded to the President of the Bargaining Unit
- L19.11** When all surplus and/or laid off Members/Employees have been placed, or offered available positions, the Board will fill the vacancy(s) externally.
- L19.12** EAs and DECEs who accept positions outside of their geographic area or family of schools have the right to return to a position for which they have the qualifications and skills to perform the

job within their original geographic area or family of schools for a period of up to two (2) school years. Conditional upon the following: The Member/Employee may choose to refuse return on the first available position. If the Member/Employee refuses a second request to transfer, then the Member/Employee forfeits any further rights to return to his/her original area.

L19.13 Subject to seniority, PSSP Members/Employees who have changed positions or job classifications under this Article shall have the right to reinstatement in their former position or classification if such becomes available within two (2) years from the date of accepting the new position.

L20.0 – Surplus (Applicable during the school year)

L20.01 During the school year, Members/Employees who are declared surplus to the school or the needs of the system will be provided with a minimum of five (5) days of notice in writing by the Manager of Human Resources or designate. Copies of such notifications shall be forwarded to the President of the Bargaining Unit.

L20.02 The following will apply to surplus Members/Employees:

1. EAs or DECEs declared surplus in one school shall be transferred to a vacant position within the same family of schools without posting or may be offered any vacancy outside of their family of schools without posting.
2. Should no position be available, the EA or DECE shall bump within three (3) working days the most junior full-time or part-time EA or DECE within the family of schools or geographic area of the Board provided the senior Member/Employee has the skills and qualifications to perform the job and the FTE status of the person being bumped is equal to or less than the bumping Member/Employee or,
3. Surplus Members/Employees have the right to waive their right to displace a junior Member/Employee and will be placed on the recall list in accordance with Article [L22.0](#).

L20.03 EAs or DECEs who accept positions outside of their geographic area have the right to return to a position for which they have the qualifications and skills to perform the job within their original geographic area for a period of up to two (2) school years. Conditional upon the following: The Member/Employee may choose to refuse return on the first available position. If the Member/Employee refuses a second request to transfer, then the Member/Employee forfeits any further rights to return to his/her original area.

L20.04 Subject to seniority, PSSP Members/Employees who have changed positions or job classifications under this Article shall have the right to reinstatement in their former position or classification if such becomes available within two (2) years from the date of accepting the new position.

L21.0 – EXCHANGES AND TRANSFERS

L21.01 Employee Exchanges

- L21.01.01 By mutual consent of the Members/Employees, the Principals/Supervisors and the Manager of Human Resources an exchange may be arranged for any reason. The Members/Employees wishing to exchange must request the exchange by submitting in writing a letter by April 30 to the Manager of Human Resources indicating where the Member/Employee wishes to be transferred for the next school year. The letter should include any information that would assist in facilitating this process. The Board shall facilitate this process during the month of April or during the annual staffing cycle.
- L21.01.02 The Members/Employees shall be informed of the Board's decision of the proposed exchange as soon as possible, and no later than the last working day in June.
- L21.01.03 All exchanges shall be for one (1) year. By mutual agreement of the Members/Employees and with the consent of the Principals/Supervisors and the Manager of Human Resources, the exchange may be extended for an additional year provided that the Members/Employees notify the Manager of Human Resources no later than April 15 of the second year of the exchange.
- L21.01.04 By mutual consent of the Members/Employees and with the consent of the Principals/Supervisors and the Manager of Human Resources, the exchange may be converted to a permanent placement provided that this does not displace any other Members/Employees as per Article [L23.0](#).
- L21.01.05 For the purposes of Article [L23.0](#), the Members/Employees who are on an exchange shall be considered to belong to the staff of the originating school.

L21.02 Administrative Transfers

- L21.02.01 Administrative transfers may be carried out at any time during the school year. If it becomes necessary to transfer a Member/Employee, the Board will endeavor to place the transferee in a position which is mutually satisfactory to both parties. The following steps shall apply:
- Members/Employees involved in these transfers shall be informed five (5) school days in advance of the transfer.
 - Should a vacancy occur in the school from which the Member/Employee was transferred, the Member/Employee may request to be returned to that school.
 - The Administrative Transfer must be approved by the Manager of Human Resources or designate, after consultation with the Bargaining Unit
- L21.02.02 The Member/Employee shall receive a mileage allowance for two years as described below:
- North Bay to Mattawa -\$75/month
 - North Bay to Sturgeon Falls - \$50/month
 - North Bay to Almaguin - \$75/month
 - North Bay to Parry Sound - \$150/month

Almaguin to Parry Sound -\$75/month

These amounts are for either direction of travel, and a PSSP Member/Employee traveling from A to B via C shall receive the sum of the amounts from A to B plus B to C.

If the Member/Employee lives in the same municipality as the new school to which he/she is administratively transferred, then no allowance is paid. If a decision to relocate occurs any time during the first year, 100% of the relocation allowance as described in Article L21.02.03 shall be paid. If a decision to relocate occurs any time during the second year of employment, 100% of the relocation allowance less any money paid for travel in the second year shall be paid. At no time shall the Member/Employee receive less than 50% of the actual costs of relocation as eligible under Article L21.02.03 up to a maximum of \$2641.00. The Member/Employee shall receive the allowance only if she/he is actually "out of pocket" (i.e. when carpooling as a passenger or if the transfer results in no increase in distance traveled, the allowance will not be paid).

- L21.02.03 The Board shall pay, per Member/Employee or per family, actual moving costs to a limit of \$1,321.00 and actual related expenses (i.e. real estate fee, legal fee, and appraisal fee related to selling a home and legal, survey, registration and land transfer fees and the cost of arranging a mortgage when purchasing a home) to a limit of \$3960.00.

L22.0 - POSTING OF VACANCIES

- L22.01** When the Board determines that a vacancy exists within the coverage of this Agreement, the Board shall give first consideration without posting the position to those Members/Employees on recall (see Article [L23.08](#)) provided that the Member/Employee has the necessary skills. Should there not be any Members/Employees on the recall list, the Board shall post the position on the Board portal for five (5) working days during which time regular Members/Employees will have the opportunity to apply. The Board shall forward each posting to the Bargaining Unit President at the same time as the position is posted in all work locations. Probationary Members/Employees may not apply to internal posted positions until they have completed their probationary period.
- L22.02** The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills, Full-Time Equivalent (FTE) Status and rate of pay.
- L22.03** Vacancies shall be filled on the basis of seniority in the Bargaining Unit provided that the senior applicant possesses the skill and qualifications to perform the job.
- L22.04** The Board may fill the position temporarily while the notice is posted, pending filling of the position permanently

L22.05 The Board agrees to notify the Bargaining Unit President in writing of the name of the successful applicant as soon as possible after the appointment is made.

L22.06 During the summer months, Members/Employees may review job vacancies on the Near North District School Board Web Site. These vacancies shall be updated every 2nd Friday. If interested in such positions, the Member/Employee may fax their application to the Human Resources Department at 705-472-5412 or email as indicated in the posting.

L23.0 - SENIORITY, LAY-OFF, and RECALL

L23.01 The Board shall maintain a seniority list of all Members/Employees of the Bargaining Unit. Seniority shall mean any Member's/Employee's continuous service with the Board or predecessor Boards measured from the first day worked in the Bargaining Unit. When addressing seniority issues, all ties shall be broken based on the following criteria in order:

L23.01.01 Continuous service with the Board since the date of last hiring measured from the first day worked.

L23.01.02 Total non-continuous years of service with the Board.

L23.01.03 By lot in the presence of the Bargaining Unit President (or designate) by placing in a hat the names of all Members/Employees who are tied. The Manager of Human Resources will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.

L23.02 A Seniority List of all Members/Employees and their job classifications shall be forwarded by the Manager of Human Resources to be posted in each work place by January 31 and brought up to date once yearly. Any questions related to the accuracy of the seniority list must be submitted in writing within thirty (30) working days of the posting, following which the dates will be considered to be correct. Copies of the seniority list will be supplied to the Union

L23.03 New Members/Employees shall serve a probationary period of three (3) calendar months after which their continuous service shall date back to the first day worked.

L23.04 A Member/Employee who is absent from work due to an approved leave of absence shall continue to accumulate seniority during the period of such absence.

L23.05 Seniority will be considered to have been terminated when a Member/Employee:

- i. Resigns or retires;
- ii. Is discharged and is not re-instated;
- iii. Fails to return to work upon being recalled in accordance with the provisions of this Agreement;
- iv. Is laid off beyond the period during which the Member/Employee was entitled to be recalled

L23.06 Lay-off

L23.06.01 In the event of lay-off, the Board shall lay off Members/Employees in the reverse order of their seniority.

L23.06.02 A surplus Member/Employee will be entitled to bump according to the following:

- a. The Member/Employee may bump the least senior Member/Employee in any school within their family of schools, provided the person being bumped is the least senior and is below them on the seniority list and has an FTE status that is equal to or less than the bumping Member/Employee, or
- b. The Member/Employee may choose to bump a Member/Employee with less seniority than themselves outside the family of schools, provided the person being bumped is the least senior in the school and is below them on the seniority list and has an FTE status that is equal to or less than the bumping Member/Employee.

L23.06.03 The laid-off Member/Employee must exercise displacing rights, within three (3) working days from the date of notification of lay-off. Displacing rights shall be limited to positions within a family of schools unless the Member/Employee chooses to relocate or commute to another family of schools.

L23.06.04 Subject to seniority, PSSP Members/Employees who have changed positions or job classifications under this Article shall have the right to reinstatement in their former position or classification if such becomes available within two (2) years from the date of accepting the new position.

L23.07 The Board shall notify the Bargaining Unit of lay-off within five (5) working days of the Board having made a decision to lay-off Unless [The Employment Standards Act](#) is more favourable to the Members/Employees, the Board shall notify Members/Employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the Member/Employee has not had the opportunity to work the days as provided in this Sub-Article, the Member/Employee shall be paid the days for which work was not made available.

L23.08 Recall

L23.08.01 Members/Employees shall be recalled in accordance with their seniority ranking provided they have the skills and qualifications to perform the work. Upon request, the Bargaining Unit shall have access to the names of Members/Employees who are on the current recall list.

L23.08.02 Notice of recall to permanent positions shall be made by phone call. If the Human Resources Dept. is unable to reach the Member/Employee by telephone, an email, with a copy to the Bargaining Unit President, will be sent to their Board email address. The Member/Employee must indicate intentions to return to work within three (3) working days of receiving recall notice. It shall be the Member's/Employee's

responsibility to notify the Board of any changes in phone number and/or address including summer information.

- L23.09** Seniority and right of recall shall be maintained for a period of two (2) years from the date of layoff
- L23.10** No new Members/Employees will be hired until those Members/Employees laid off have been given the opportunity of recall.
- L23.11** The Board shall give first consideration for any temporary position to Members/Employees on the recall list. During the temporary assignment, subject to the provisions of Article [L3.04.01](#), the Member/Employee shall be paid the rate of a temporary employee. The Member/Employee who accepts a temporary assignment shall retain full recall rights
- L23.12** Members/Employees who were part-time at the time of lay-off shall be recalled to part-time positions only, as long as there are full- time Members/Employees with recall rights and greater seniority. In addition, once the conditions of Article L23.10 have been met, part- time Members/Employees shall be given first consideration to work increased hours on a temporary basis to cover absences as per Article [L3.04.01](#) and be paid the temporary rate as determined by the Board, provided this does not impair their ability to perform the responsibilities of their permanent position. For a part-time Member/Employee, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the part- time Member's/Employee's assignment, excluding the temporary assignment, bears to a full-time assignment as defined in Article [L3.01.03](#) and [L3.02.02](#).
- L23.13** A Member/Employee previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- L23.14** Members/Employees have the right to refuse one permanent assignment if that assignment is within their family of schools without losing the right of recall. It is understood that the Member/Employee will have resigned their position and relinquish any rights to recall if they refuse a second offer of a permanent assignment within their family of schools. Members/Employees have the right to refuse an assignment if that assignment is outside their family of schools without losing the right of recall.
- L23.15** Benefits will not accrue during lay-off periods. However, benefits will be paid to the end of the month in which the Member/Employee is laid off.

L24.0 - SICK LEAVE

Please see Article [C12.0](#) Sick Leave in Part A of the Collective Agreement for further information.

- L24.01** A sick leave system is hereby established for every Member/Employee of the Bargaining Unit. The administration of the system shall be vested in the Superintendent of Support Services or Designate.
- L24.02** The Superintendent of Support Services or Designate shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction therefrom.
- L24.03** When a Member/Employee is absent due to illness, the Board may require the Member/Employee to submit a certificate from a qualified medical or dental practitioner of the Board's choice. The cost of such a certificate shall be paid by the Board.

L25.0 - SHORT-TERM LEAVES

- L25.01** A leave of absence requested by the Member/Employee for any of the following reasons shall be granted by the Member's/Employee's immediate Supervisor and shall be with pay and without loss of sick leave:
- L25.01.01 Where a Member/Employee is writing examinations and;
1. the examination is written in conjunction with improvement of professional standing, and the examination is written during school hours, or
 2. the examination is written outside school hours, but travel time during school hours is necessary to reasonably arrive at the examination location.
- L25.01.02 Where a Member/Employee is attending his/her own graduation exercises or the graduation of his/her spouse, son, daughter or parent (grade 8, secondary, post-secondary) and;
1. the exercise occurs during school hours, or
 2. the exercise occurs outside school hours, but travel time during school hours is necessary to reasonably arrive at the graduation location.
- L25.01.03 For absence occasioned by the birth or adoption of a son/daughter, a leave of absence not exceeding one day.
- L25.01.04 In the event of the death of a family member, the provisions of bereavement leave shall be as follows:
- i. In the case of immediate family as defined below, a leave of absence up to a maximum of five (5) days. Such days are not required to be taken consecutively.
 - ii. In the case of a member outside the immediate family as defined below, or a friend, one (1) day.
- Definition of Immediate Family: Parent, parent-in-law, spouse as defined in Section 1 of the Family Law, child, brother, sister, and grandparent, and grandchild.—However, there may be other exceptional situations. In such cases, the Member/Employee may be granted leave, subject to the approval of the Manager of Human Resources.

- L25.01.05 A leave shall be granted without deduction of salary or sick leave credit for illness or medical appointments for a member of the immediate family as a result of which the Member/Employee is required to be away from work. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family, in this case, shall be limited to son, daughter, spouse, mother or father. It is to be established that every reasonable effort has been made to take care of the situation by other means
- L25.01.06 Where a Member/Employee is absent due to quarantine by order of the Medical authorities;
- L25.01.07 Where a Member/Employee is absent from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the Member/Employee pays the Board any fee, exclusive of travelling allowance and living expenses that he/she receives as a juror or witness.
- L25.01.08 Special Domestic or Sexual Violence Leave is a job-protected leave of absence.

L25.02 Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

Under the [Workplace Safety and Insurance Act](#) the Board shall provide protection for the Members/Employees by way of insurance for partial loss of salary due to injury sustained in the course of duty. The Board will augment (top-up) the compensation award so that full net salary will be paid up to a maximum of four (4) years and six (6) months, after which the Member/Employee shall receive only the compensation award.

Members/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.

L26.0 - PREGNANCY AND PARENTAL LEAVE

L26.01 This Article shall be in accordance with the [Employment Standards Act](#) Part XI. Nothing in this Article shall remove from the Member/Employee any entitlement under the Act or the Collective Agreement

L26.02.01 A Pregnancy Leave means a leave of absence under subsection 35 (1) of the [Employment Standards Act](#).

L26.02.02 A pregnant Member/Employee who started employment with the Board at least thirteen (13) weeks before the expected birth date is entitled to Pregnancy Leave.

- L26.02.03 The Member/Employee may begin pregnancy leave no earlier than 17 weeks before the expected birth date.
- L26.02.04 The Member/Employee must give the Board;
- At least two (2) weeks written notice of the date the leave is to begin;
 - A certificate from a legally qualified medical practitioner stating the expected birth date.
- L26.02.05 Article L26.02.04 does not apply when a Member/Employee stops working due to complications caused by pregnancy, or because of birth, stillbirth or miscarriage that happens earlier than the Member/Employee was expected to give birth. In such case the Member/Employee shall, within two (2) weeks of stopping work, give the Board:
- i. written notice of the date the pregnancy leave began or is expected to begin, and
 - ii. a certificate from a legally qualified medical practitioner that
 - a. states, in the case of a Member/Employee who stops working because of complications caused by her pregnancy, the Member/Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - b. states, in any other case, the date of the birth, stillbirth or miscarriage and the date the Member/Employee was expected to give birth.
- L26.02.06 The Pregnancy Leave ends:
- i. for a Member/Employee who is entitled to take parental leave seventeen (17) weeks after the leave began, or
 - ii. for, a Member/Employee who is not entitled to take parental leave, the later of the day that is seventeen (17) weeks after the leave began or the day that is six (6) weeks after the birth, stillbirth or miscarriage, or
 - iii. at an earlier day than provided for in (i) or (ii) if the Member/Employee gives the Board at least four (4) weeks written notice of that day.

L26.03 Short-term Parental Leave

- L26.03.01 A Short-term Parental Leave means leave taken for the purposes of caring for or adopting a child. This leave shall be equivalent to "Parental Leave" as defined in subsection 36(1) of the [Employment Standards Act](#) Part XI.
- L26.03.02 A Member/Employee who had been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to Short-term Parental Leave following:
- i. the birth of a child, or
 - ii. the coming of the child into custody, care and control of a parent for the first time.

- L26.03.03 Short-term Parental Leave may begin no more than thirty- five (35) weeks after the day the child is born or comes into the custody, care and control of the Member/Employee for the first time with the exception as noted in L26.03.06.
- L26.03.04 For a Member/Employee who has taken pregnancy leave, Short-term Parental Leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the Member/Employee for the first time.
- L26.03.05 The Member/Employee must give the Board at least two (2) weeks written notice of the date the Short-term Parental Leave is to begin, with the exception as noted in L26.03.06.
- L26.03.06 In the event that the child comes into custody, care and control of the Member/Employee for the first time sooner than expected, the Short-term Parental Leave begins the day the Member/Employee stops working. The Member/Employee must give the Board written notice of the wish to take Short-term Parental Leave within two (2) weeks of stopping work.
- L26.03.07 Short-term Parental Leave ends thirty-five (35) weeks after it began or on an earlier day if the Member/Employee gives the Employer at least four (4) weeks written notice of that day.

L26.04 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave

- L26.04.01 A Member/Employee who has given notice to begin Pregnancy Leave or Short-term Parental Leave may change the commencement of the leave:
- i. to an earlier date if the Member/Employee gives the Board at least two (2) weeks written notice before the earlier date, or
 - ii. to a later date if the Member/Employee gives the Board at least two (2) weeks written notice before the date leave was to begin.
- L26.04.02 A Member/Employee who has given notice to end leave may change the date of return to work:
- i. to an earlier date if the Member/Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
 - ii. to a later date if the Member/Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

L26.05 Supplementary Employment Benefit Plan (SEB Plan) for Pregnancy Leave

During a period of Pregnancy Leave (L26.05) or Short term Parental Leave involving the adoption of a child who has not attained school age (L26.06), payments made according to the SEB Plan will consist of the following:

- a. The Employer shall provide for permanent employees and employees in term assignments known to extend beyond ninety (90) working days but not more than the school year 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 leave 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.
- l. 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 as in L26.05. For greater clarity, eligible employees will receive 6 weeks at 100% and an additional 11 weeks at 95% as indicated below.
- m. While on Pregnancy Leave, the Board shall continue to pay its portion of all employee benefits in which the Member/Employee is participating at the commencement of the leave. The Board shall

also arrange for the Member's/Employee's portion of these benefits unless the Member/Employee elects, in writing, not to do so.

- n. A Member/Employee on Pregnancy Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the Member/Employee been actively employed.
- o. A Member/Employee returning from Pregnancy Leave to active employment shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the Member/Employee.
- p. Notwithstanding this provision, the Member/Employee is subject to Article [L23.0](#).

26.06 Supplementary Employment Benefit Plan (SEB Plan)

- 26.06.01 The Board will pay 95% of the Member's/Employee's regular salary during the first two (2) weeks of Pregnancy or Short Term Parental leave but not both.

During this leave, the Member/Employee shall receive 95% of full pay minus Employment Insurance Pregnancy or Parental benefits. In the case of Pregnancy Leave this top up amount will be for the next 15 weeks. For Short-term Parental leave this top up amount shall be for the next 10 weeks. A Member/Employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the Member's/Employee's full salary.

- 26.06.03 While on Pregnancy/Short Term Parental Leave, the Board shall continue to pay its portion of all employee benefits in which the Member/Employee is participating at the commencement of the leave. The Board shall also arrange for the Member's/Employee's portion of these benefits unless the Member/Employee elects, in writing, not to do so.

- 26.06.04 The Member/Employee must apply for Employment Insurance benefits before 95% of salary becomes payable.

- 26.06.05 No monies will be paid to a Member/Employee who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the Member/Employee has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:

- (i) serving the Employment Insurance waiting period;
- (ii) Employment Insurance benefits entitlement have been exhausted;
- (iii) insufficient insurable weeks to qualify for Employment Insurance.

26.06.06 Members/Employees do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.

26.06.07 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB Plan.

L26.07 A Member/Employee on Pregnancy/Short Term Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the Member/Employee been actively employed.

L26.07.01 A Member/Employee returning from Pregnancy/Short Term Parental Leave to active employment shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the Member/Employee.

L26.07.02 Notwithstanding this provision, the Member/Employee is subject to Article [L23.0](#).

L26.08 Extended Parental Leave

L26.08.01 Parental Leave may be extended up to two years subject to the approval of the Superintendent of Programs and Schools.

L26.08.02 When the duration specified for an extended leave is two working years or less:

- no sick leave time shall accumulate but when the Member/Employee returns to the Board from leave, the Member/Employee shall be credited with any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred (100) percent under the STLDP that the Member/Employee had before going on leave.
- notwithstanding Article [L23.0](#), upon returning from extended Parental Leave, the Member/Employee shall be assigned to a comparable position.
- the Member/Employee on extended Parental Leave shall accumulate seniority for the period of the leave.

L26.08.03 A Member/Employee shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of leave.

L27.0 - LEAVES OF ABSENCE WITHOUT PAY

L27.01 ESSPs may request a leave of absence without pay for a period of time of up to one year. The request shall be considered and may be granted by the Manager of Human Resources or designate. Requests shall not be unreasonably denied. Leaves may be extended for a second year.

- L27.01.01 If a Member/Employee decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of this decision.
- L27.01.02 For the purpose of calculating retirement gratuity and vacation pay, a Member/Employee on a leave of absence shall not be considered to have a break in service to the Board. For example, a Member/Employee who has five years of service for the purposes of calculating retirement gratuity and vacation pay prior to the leave and is granted a leave for one year shall upon return from the leave be credited with the five years of service accumulated prior to the leave being taken.
- L27.01.03 Upon return from the leave of absence the Member/Employee shall be assigned to the position previously held by that Member/Employee. If the position does not exist the Member/Employee will be placed in a comparable position.
- L27.01.04 Subject to the restrictions of the plan, a Member on a leave of absence shall be allowed to pay the costs on a monthly basis of any employee benefits participated in at the time commencement of the leave.
- L27.01.05 a) EAs/DECEs who apply in writing to the Superintendent of Programs and Schools for a one year leave of absence, on or before March 31, will be granted such a leave for the following school year.
b) PSSPs who apply in writing to the Superintendent of Programs and Schools for a one year leave of absence, on or before March 31, may be granted such a leave provided that a suitable replacement is available.
- L27.01.06 a) EAs/DECEs who wish to extend that leave for a second year shall notify in writing the Superintendent of Programs and Schools prior to March 31 of the first year of the unpaid leave. Then the additional leave for the second shall be granted.
b) PSSPs who wish to extend that leave for a second year shall notify in writing the Superintendent of Programs and Schools prior to March 31 of the first year of the unpaid leave. Then the additional leave for the second may be granted provided that a suitable replacement is available.
- L27.01.07 After April 30, the Member/Employee may apply for an additional unpaid leave for a second year to the Superintendent of Programs and School and the extension shall be at the sole discretion of the Superintendent. If the extension is not granted, the Member/Employee is expected to return to their duties according to the provisions of Article L27.01.03.
- L27.01.08 This provision does not apply to Members/Employees on Union Leave as outlined in the Union Leave Article.

L27.02 Short-term leaves without pay shall be granted in accordance with the criteria set out in the Board's Administrative Guideline. Such requests must be made in writing to the Manager of

Human Resources. The Manager of Human Resources shall respond to the application for leave within ten (10) working days from the receipt of the application.

L27.03 Any leave of absence without pay of three (3) days or less, requested by a Member/Employee, and not covered elsewhere in Article L25.0, may be granted by the immediate Supervisor.

L28.0 - DEFERRED SALARY LEAVE PLAN (DSLP)

L28.01 The DSLP will afford Members/Employees the opportunity to take a one (1) year leave of absence, financed through the deferral of salary.

L28.02 Any Member/Employee who has at least two (2) years of service is eligible to participate in the DSLP.

L28.03 A Member/Employee shall make written application to the Manager of Human Resources on or before March 1 of the school year prior to that in which the DSLP is to commence, requesting approval for participation in the DSLP and specifying the desired deferral.

L28.04 Written acceptance, denial, or suggested modifications to the request, with explanation, shall be forwarded to the Member/Employee on, or before May 15 of the school year in which the request is made.

L28.05 The DSLP shall be from four (4) to seven (7) years in length including the year of the leave. The leave shall be taken in the last year of the plan.

L28.06 Payment Formulas and Retention of Deferred Salary

L28.06.01 In each year of the DSLP preceding the leave, a Member/Employee will be paid a reduced percentage of salary.

L28.06.02 The remaining percentage of annual salary (maximum 33.33 percent) shall be placed in an individual trust account in an investment mutually agreeable to the Member/Employee and the Board.

L28.06.03 The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The Member/Employee shall receive twice-yearly statements showing the total deferred salary plus accumulated interest.

L28.06.04 The deferred salary shall be paid to the Member/Employee in the year of leave, in the same manner as his/her salary would be or in a manner mutually agreeable to the Member/Employee and the Board. Interest accrued prior to the leave shall be paid in a lump sum.

L28.06.05 Interest accrued during the year of the leave shall be paid to the Member/Employee in the year it is earned.

L28.07 Subject to Article L28.08, the Member/Employee shall be entitled to the same benefits; allowances, vacation, working experience credit and seniority as when not enrolled in the plan.

L28.08 During the period of leave, seniority will continue to accrue. Long term disability coverage shall be based on the salary the Member/Employee would have received had there not been a leave. Allowances shall not be paid and sick leave credits shall not be credited to the Member's/Employee's account during the year of leave.

L28.09 Withdrawal

L28.09.01 A Member/Employee may withdraw from the DSLP anytime up to March 1 of the school year before in which the leave is to be taken.

L28.09.02 Upon withdrawal from the DSLP, the Member/Employee shall be paid the total amount of salary deferred, plus interest accrued at the date of withdrawal in a lump sum within thirty (30) days of withdrawal or in a manner mutually satisfactory to the Member/Employee and the Board.

L28.10 On return from the leave to active employment, the Member/Employee shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the Member/Employee.

L28.11 Should a Member/Employee die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate within thirty (30) days of being notified by the executor or executrix of the estate.

L28.12 The DSLP shall be subject to the Regulations under the [Income Tax Act](#).

L29.0 - SEVERANCE ALLOWANCES

L29.01 Termination Notice

L29.01.01 A Member/Employee who is terminated for a reason other than just cause shall receive a notice in accordance with the [Employment Standards Act](#).

L29.02 Retirement Gratuity

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:

L29.02.01 A Member/Employee who meets the requirements below will qualify for a Retirement Gratuity based on the number of accumulated sick leave days and the number of years of service in accordance with the following formula:

$$G = [Y / 20] \times [N / 200] \times [S / 2]$$

Where:

G = value of gratuity

Y = number of years of service with the Near North District School Board and its predecessor Boards (maximum of 20)

N = number of accumulative sick leave days earned with the Near North District School Board and its predecessor Boards (maximum of 200)

S = annual salary

L29.02.02 The retirement allowance may not exceed 50% of the annual salary at the time of retirement.

L29.02.03 To qualify for a gratuity, a Member/Employee must have a minimum of twelve (12) years of service with the Board and be eligible for a pension and be at least fifty (50) years of age.

L29.02.04 Payment of the Retirement Gratuity shall be made on the following basis: Notice of retirement must be received by April 30, in order to receive retirement gratuity in September or such other date as the Member/Employee requests provided it is in the next budget year (budget year September to August 31).

L29.02.05 If retirement notice is not received prior to April 30, the gratuity payment will be postponed for 17 months following receipt of notice.

L29.02.06 A Retirement Gratuity shall be paid to the estate of the Member/Employee who qualifies for a gratuity under Article L29.02.03 if the Member/Employee dies while in the employment of the Board. The gratuity shall be calculated in accordance with this on the date of the Member's/Employee's death.

L30.0 - PROFESSIONAL DEVELOPMENT

L30.01 It is the Board's belief that professional development should be linked to [Ministry of Education](#) initiatives, Board initiatives and projects and school program initiatives.

L30.02 It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system and individual needs.

L30.03 A joint Common Concerns /Professional Development Committee will be developed to allocate funds as noted in L30.02 based on criteria to be set by a joint Common Concerns /Professional Development Committee.

- L30.04** A Member/Employee shall, upon request and approval of his/her immediate Supervisor, have access to the Board's in-service programs on a voluntary basis.
- L30.05** One of the Professional Development days will be designated as the Professional Development day common to both panels for all ESSP Members/Employees. The PSSP Members/Employees will continue with their regular duties on all other days designated as Professional Development Days by the Board.
- L30.06** Where the Board requests that a Member/Employee take a course all expenses, including registration, transportation, accommodation and meals while taking the course shall be paid by the Board. Where the course is delivered during the normal working hours of the Member/Employee, there shall be no loss of pay.
- L30.07** The Board shall have an administrative guideline and procedures for evaluations. Any such administrative guideline or a revision to an existing policy, shall be developed in consultation with the Union. Members/Employees shall only be evaluated in accordance with these administrative guidelines /procedures.

L31.0 - VEHICLE ALLOWANCE

- L31.01** Itinerant Members/Employees required to use their own vehicle on Board business or where Members/Employees are assigned by the Board to work at two separate locations during the day shall be reimbursed for such travel at the Board's kilometre rate.
- L31.02** An itinerant Member/Employee shall have one work location designated as home location of record.
- L31.03** An itinerant Member's/Employee's travel time shall be included in the normal working day if the Member/Employee has been assigned by the Board to work in more than one (1) location. Travel time shall not reduce the Member's/Employee's paid break time or unpaid lunch time.
- L31.04** All Members/Employees travelling on Board business authorized by the Principal/Supervisor shall be reimbursed at the current Board rate per kilometre.

L32.0 - PERSONNEL FILES

- L32.01** The only recognized file of a Member/Employee shall be maintained in the Human Resources Department of the Employer and shall be available and open to the Member/Employee for inspection in the presence of an Authorized Human Resources staff member. Requests to view files must be arranged in advance.
- L32.02** A Member/Employee shall be entitled, upon request, to copies of any materials contained in the Member's/Employee's personnel file.

- L32.03** Where a Member/Employee authorizes in writing access to his/her personnel file by another person acting on the Member's/Employee's behalf, the Employer shall provide such access, as well as copies of material contained therein, if also authorized and requested.
- L32.04** Members/Employees shall receive copies of any materials placed in their personnel files.
- L32.05** A Member/Employee shall be entitled to append notices of corrections or inaccuracies to documents within the file which, in the Member's/Employee's view, possess errors or inaccuracies.
- L32.06** No later than three (3) years after the date of issue, or less at the discretion of the Manager of Human Resources, any disciplinary documents or adverse job-related correspondence contained in a Member's/Employee's personnel file shall be removed, This does not apply to documents or correspondence, which the Board is required to retain by law. These will be kept in a sealed envelope in the personnel file and will only be opened when the Board is required by law to open them.

L33.0- GRIEVANCE PROCEDURE

L33.01 Definition

L33.01.01 A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

L33.01.02 A grievor shall be defined as:

- i. the Bargaining Unit
- ii. the Board.

L33.01.03 A Statement of Grievance shall be in writing and shall include the name of the Member/Employee, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.

L33.02 A representative of OSSTF shall be present to assist the Member/Employee at any stage of this grievance and arbitration procedure.

L33.03 If a Member/Employee, with the concurrence of the Bargaining Unit wishes to initiate a complaint the procedure will start at Step 1. If the griever is the Bargaining Unit, the procedure may begin at Step 1 or Step 2 (i). If the griever is the Board, the procedure will begin at Step 3. If the grievance deals with a Termination of a Member/Employee then the procedure will begin at Step 3.

L33.03.01 Step 1

- i. The Member/Employee and the Bargaining Unit representative will discuss the complaint with the appropriate Principal/Supervisor.
- ii. The Principal/Supervisor shall attempt to resolve the matter informally within five (5) school days of the initial discussion. The Principal/Supervisor shall answer the complaint in writing.
- iii. If the reply of the Principal/Supervisor is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Manager of Human Resources or designate. The grievor will call the meeting.

(ii) and (iii) Within ten (10) school days of this advice the grievor shall send L33.03.02

L33.03.01 Step 2

- (i) The Manager of Human Resources or designate shall attempt to resolve the grievance within ten (10) school days of referral. Failing settlement within the ten (10) school days mentioned the Manager of Human Resources or designate shall immediately advise the grievor to prepare a Statement of Grievance. Copies of the Statement of Grievance will go to the Superintendent of Support Services of designate and the Bargaining Unit.

L33.03.03 Step 3

- i. The Superintendent of Support Services of designate shall attempt to resolve the grievance within twenty (20) school days of the receipt of the Statement of Grievance.
- ii. Failing settlement of the grievance within the twenty (20) school days, either party may proceed to Step 4.
- iii. The decision of the arbitrator shall be binding on all parties.

L33.03.04 Step 4

- i. If the grievance is not deemed settled on the basis of the answer in Step 3, either party, shall within fifteen (15) school days of the receipt of the answer given in Step 3, notify the Superintendent of Support Services in writing of its desire to submit the grievance to arbitration.
- ii. The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within ten (10) school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.

L33.03.05 The cost of the arbitrator under Article 33.03.04 shall be shared equally by the Board and the Bargaining Unit.

L33.03.06 Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances.

L33.03.07 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.

L33.04 When a dispute arises where the Board is the grievor, the dispute may be referred directly to the Grievance Officer of the Bargaining Unit. If there is no resolution to the dispute within ten (10) school days, the Board may initiate a grievance under Step 3 provided such reference is made within twenty (20) school days of the occurrence giving rise to the complaint. Failing settlement of the grievance within the twenty (20) school days, the Board may proceed to Step 4.

L33.05 Grievance Mediation

L33.05.01 At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

L33.05.02 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L33.06 Parties have the right to be protected from repetitious grievances, which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.

L32.06.01 No action of any kind shall be taken against any person because of participation in the grievance of arbitration procedures under this Agreement. The fact that a grievance is raised by a Member of the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the Member's/Employee's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

L34.0– JOB SECURITY/CONTRACTING OUT

L34.01 No Member/Employee shall lose a job or suffer a reduction in hours of work due to work being contracted out or assigned to persons outside the Bargaining Unit.

L34.02 In circumstances where an outside funding source is providing funding for staffing, and insists that they use employees who are not employees of the Board and Members/Employees of the Bargaining Unit, the Board shall meet with the Bargaining Unit and provide full disclosure as to

why Board employees could not be used. An example of such funding sources may include First Nations.

- L34.03** The Parties agree that issues pertaining to the use of external agency personnel will be dealt with by the Common Concerns Committee. This review could include but not limited to, examining the impact that these personnel may have on the Bargaining Unit.
- L34.0** The participation of Members/Employees as mentors/associates of Co-op and O.Y.A.P. students is voluntary.

L35.0 – CRIMINAL BACKGROUND CHECKS

- L35.01** For existing Members/Employees, the Board shall pay all costs associated with the [Canadian Police Information Check \(CPIC\)](#) or offence declaration, pursuant to Regulation 521/01 of the [Education Act](#) or any subsequent regulation or law, provided that the Members/Employees use the Police Service designated by the Board.
- L35.02** For existing Members/Employees, the Board will require the least intrusive criminal check which will meet the requirements of Regulation 521/01 of the [Education Act](#) or any subsequent regulation or law.
- L35.03** The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the [Education Act](#) or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Support Services and/or designate and the Member/Employee and/or designate.
- L35.04** ESSP Members/Employees will complete their Declaration by May 31st each year. Offence Declarations will be completed online within the [Human Resources Portal](#). Requests related to all documentation, shall be directed to the Manager of Human Resources.

L36.0 - EXTRAORDINARY ACCOMMODATIONS OF SPECIAL NEEDS STUDENTS AND EA'S.

- L36.01** The parties agree to refer extraordinary accommodations of special needs students to the Staffing Committee referenced in Article [L19.0](#). Such an extraordinary accommodation is primarily for, but not limited to, a situation where in the opinion of the Board a student's special needs would be best served by continuing to have the specific EA assigned to the student in the event that the student moves schools. The committee shall attempt to develop a process that addresses these extraordinary accommodations subject to the approval of their respective parties.

L37.0 - PAY EQUITY JOINT MAINTENANCE COMMITTEE

- L37.01** Both parties agree to meet no later than 90 days after ratification of the agreement to establish timelines and procedures for a Pay Equity Maintenance Plan and review.
- L37.02** Both Parties agree to meet annually in November or at a mutually agreed date to initiate the Pay Equity Maintenance process.

L38.0 – PRINTING OF THE COLLECTIVE AGREEMENT

- L38.01** The Board shall provide each Member/Employee of the Bargaining Unit with an electronic copy of this Collective Agreement, within thirty (30) days of the signing of the Agreement, or acceptance of employment.

LETTER OF UNDERSTANDING

School Closure, Amalgamation, and New Schools:

The Parties agree to establish a Committee consisting of three members of the Union and three Employer representatives. This committee shall be struck as soon as practical after the ratification by both Parties of this agreement. The purpose of the committee will be to discuss issues related to school closures, amalgamation and opening of new schools that may impact the employees of this bargaining unit.

For the Board

Date

For OSSTF

Date

LETTER OF UNDERSTANDING

The parties agree that issues related to:

- Medical procedures
- Supervision
- Performance Appraisal
- Training
- Newly created positions
- Duties

will be brought to Common Concerns for review and recommendations.

For the Board

Date

For OSSTF

Date

APPENDIX 1

North Region

			Sturgeon	Mattawa
1			2	3
Chippewa Int. / Sec.	Laurentian LC	West Ferris Int. / Sec.	Northern Sec.	FJ McElligot Int. / Sec.
Alliance	ET Carmichael	EW Norman	White Woods	Mattawa
Ferris Glen	MT Davidson	Phelps		
Silver Birches	Sunset Park	Vincent Massey		
Woodland	Custody Res.	Detention Centre		


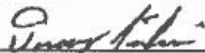
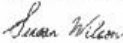

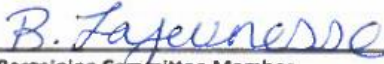

East Region

1	2	3
Almaguin Sec.	Argyle	Magnetawan
Land of Lakes	South Shore	Whitestone
South River	Mapleridge	
Evergreen		
Sundridge		

West Region

1	2	3
Parry Sound Int. / Sec.	Britt	Mactier
Parry Sound Public		
Nobel		
Humphrey		
McDougall		

SIGNATURE PAGE

For the Board	For OSSTF
 Assistant Manager of Human Resources	 Bargaining Unit President
 Principal of Special Education	 Chief Negotiator
 Bargaining Committee Member	 Bargaining Committee Member