

COLLECTIVE AGREEMENT
between
LIMESTONE DISTRICT SCHOOL BOARD
and
PROFESSIONAL STUDENT SERVICES PERSONNEL, DISTRICT 27
(PSSP)
of the
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

September 1, 2019 – August 31, 2022



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OSSTF EDUCATION WORKERS – PART A: CENTRAL TERMS

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of 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 workweek, defined as no less than thirty-two;
- (32) hours per week; and,
- regularly work at least ten (10) months of the year (including paid vacation).

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

The full-time work year for all employees employed in EA and ECE job classes shall be a minimum of 194 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.

a) 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.

b) 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 they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

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

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

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

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

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

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

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

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

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

h) *Pension Contributions While on Short Term Disability*

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete

a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification of Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

C13.00 MINISTRY INITIATIVES

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

Functional Abilities Form

Employee Group:	Requested By:
WSIB Claim: ☐ Yes ☐ 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			
2. Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.			
A: PHYSICAL (if applicable)			
Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (please specify):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (please specify):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (please specify):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (please specify):

Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (please specify):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (please specify):	☐ Use of hand(s): Left Hand Right Hand ☐ Gripping ☐ Gripping ☐ Pinching ☐ Pinching ☐ Other (please specify): ☐ Other (please specify):		
☐ Bending/twisting repetitive movement of (please specify):	☐ Work at or above shoulder activity:	☐ Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	☐ Yes ☐ No ☐ Yes ☐ No

B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision- Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ 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: ☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days	Have you discussed return to work with your patient? ☐ Yes ☐ No
Recommendations for work hours and start date (if applicable): ☐ Regular full time hours ☐ Modified hours ☐ Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: ☐ Yes ☐ No	
Has a referral to another Health Care Professional been made? ☐ Yes (optional - please specify): _____ ☐ No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ 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, EXTENDED UNTIL AUGUST 31, 2019

HISTORICAL 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:
 - a. 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.

- b. 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 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).

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

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

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 the 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.

LOCAL AGREEMENT

ARTICLE I PURPOSE

- L1.1.0 It is the purpose of the Parties to this Collective Agreement, hereinafter referred to as the “Agreement” to establish and maintain effective working relationships by setting forth certain terms and conditions of employment and to establish a process for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.
- L1.2.0 This Agreement supersedes all previous or existing written or oral agreements outlining terms and conditions of employment affecting employees covered by this agreement.

ARTICLE 2 RECOGNITION

- L2.1.0 The Board recognizes the Ontario Secondary School Teachers’ Federation as the sole and exclusive bargaining agent for all those employed by it as, or performing the functions of MA Clinical Consultant, Psychologist, Psychological Associate, Speech Language Pathologist, School Attendance Counsellor, Student Support Counsellor (formerly Home/School Liaison, Child Care Worker, and Behaviour Resource), Adolescent Care Worker, Social Worker, and Board Certified Behaviour Analyst save and except those employees for which any other bargaining agent holds a certificate.
- L2.1.1 The Board recognizes the negotiating team of the Bargaining Unit as the group duly authorized to negotiate on the Bargaining Unit’s behalf.
- L2.1.2 The Bargaining Unit recognizes the negotiating team of the Board as the group duly authorized to negotiate on the Board’s behalf.
- L2.2.0 The parties recognize their respective right to seek assistance from, and have present for negotiations, representatives from their principals or legal counsel, as the case may be.

ARTICLE 3 MEMBERSHIP

- L3.1.0 As a condition of employment all employees who are members of OSSTF shall continue membership and all newly-hired employees, including term employees, shall become members of OSSTF immediately upon hiring.

ARTICLE 4 COMMUNICATIONS

- L4.1.0 Unless otherwise indicated, correspondence regarding this Agreement shall pass between Human Resources Services - Support Staff and the President of the Bargaining Unit and the District President.
- L4.2.0 The Bargaining Unit shall notify the Board in writing of its elected or appointed officers for the school year, wherever possible prior to the commencement of the school year.
- L4.3.0 The parties agree to establish and maintain a Board/Federation Committee of Equal representation with at least two regular members each for the purpose of discussing items of concern arising out of the administration of this agreement or any other items of mutual concern affecting employees covered by this Agreement.

Proposed Board policies or changes to existing Board policies affecting employees form proper topics for Board/Federation discussion in advance of Board consideration.

- L4.4.0 The Board shall provide the Bargaining Unit with the following necessary information in writing, on a current basis, by October 15th of each year:
 - a. a list of employees showing their names, work location, home addresses and classifications, ranked according to seniority;
 - b. OSSTF shall indemnify and save the Board harmless from any claims or liability as a result of personal information being supplied to OSSTF in accordance with article 4.04 a) above.
- L4.5.0 The Board shall provide the Bargaining Unit with the following information on a current basis, no later than 30 days after:
 - a. job postings and promotions
 - b. written warnings, suspensions, demotions, discipline and/or discharge
 - c. transfers, layoffs, recall
 - d. extended sick leave(s) and other leaves
 - e. resignations, retirements, death.
- L4.6.0 Notification of the names of all new hires shall be made to the District President of OSSTF within five (5) working days of the approval of the Board.

- L4.7.0 Employees shall endeavour to give the Employer at least (2) weeks notice on resignation/retirement but shall endeavour to notify the Employer at least six weeks in advance or by May 15th if the retirement/resignation commences at the beginning of the next school year.

ARTICLE 5 MANAGEMENT RIGHTS

- L5.1.0 The Board has the right to manage its school system and all rights shall remain exclusively vested with the Board except as specifically limited by the provisions of this Agreement.
- L5.2.0 The Board has the right to discipline, suspend, and discharge an employee for just cause, subject to the right of the employee concerned to lodge a grievance in a manner and to the extent provided herein.
- L5.3.0 The Board agrees to continue to exercise its management rights in a manner in which is consistent with the terms and conditions of this Agreement.
- L5.4.0 When a Supervisor calls a Member to a meeting which may result in discipline, the Supervisor shall inform the Member about the nature of the meeting. For such a meeting the Member is entitled to OSSTF representation.
- L5.5.0 A member is entitled to be notified at a meeting with management of the reasons for imposing discipline or discharge unless the member is a danger to themselves or others. Management shall advise the member and the Federation representative in advance of the time and place of the meeting. The member, at their discretion, may be accompanied by a Federation representative. The Principal or Supervisory Officer shall inform the member of the right to OSSTF representation.
- L5.6.0 A member shall be notified in writing of the grounds for discipline or discharge. The Federation, at the discretion of the member, shall receive a copy of this notification when it is sent to the employee.

ARTICLE 6 PROBATIONARY PERIOD

- L6.1.0 Each newly-hired employee shall serve a probationary period of ninety (90) actively worked days from the date of hire.
- L6.1.1 For employees working less than five (5) days per week as their regular position, the probationary period will be a total of ninety (90) worked days

from the date of hire, or until they have worked all scheduled work days in a six (6) month period following the date of hiring, whichever is the lesser.

ARTICLE 7 REPRESENTATION

L7.1.0 The Bargaining Unit shall be entitled to have representation on any legislated joint committees, and any other committees of the Board where representation is appropriate.

L7.2.0 Where an employee requests a representative from OSSTF District 27, the President, District President or Designate or a representative from the Provincial OSSTF at a meeting held to discuss the employee's work performance, the Board shall accommodate the request.

Federation Leave

L7.3.0 The Bargaining Unit shall be entitled to twenty (20) equivalent working days leave per school year for the purpose of carrying out OSSTF duties. This leave shall be without loss of wages, benefits, experience and seniority. The first ten (10) days shall be at no cost to the Bargaining Unit. For the second ten (10) days, the Bargaining Unit shall reimburse the Board for the cost of salaries for the employees taking the leave at the occasional teacher rate. Additional leave beyond the twenty (20) days for the purpose of carrying out OSSTF duties shall be granted at the Board's discretion, which will not unreasonably be withheld. The Bargaining Unit shall reimburse the Board for the cost of salaries of the employees taking the leave.

The Board shall provide the Bargaining Unit with the following information no later than October 1st of each school year:

1. List of all staff, including FTE, in all work sites.
2. List of all members on leaves (LTD, sick leave, secondments, various statutory leaves, Federation, Self-funded (X/Y) leaves, and unpaid leaves.

L7.4.0 Where Bargaining Unit Officers are requested to attend Board-called meetings, time so spent shall be without loss of salary, benefits, experience and seniority.

L7.5.0 Negotiations shall, wherever possible, be conducted during working hours. Time spent negotiating by members of the Bargaining Unit's negotiating team, during working hours, shall be without loss of salary, benefits, experience, or seniority.

- L7.6.0 At the request of the Federation, the Board shall permit up to two (2) members (or equivalent), designated by the Federation, to act as members on Federation leave. The members shall be released from their professional duties on a full-time or part-time basis, without loss of salary, employee benefits (including applicable pension contributions), and seniority. In all respects, the PSSP member will remain full-time (or part-time if applicable) with the Board. The Federation shall reimburse the Board for the cost of salaries and benefits of the member who replaces the member on leave.
- L7.6.1 Each member on Federation Leave shall receive the salary (including allowances) and benefits that they would have normally received had they been working for the Board.
- L7.7.0 The Federation shall give at least three (3) months' notice to the Board of its intention to designate a PSSP member to the positions of District President and/or members on Federation Leave for a given school year.
- L7.7.1 The costs to the Board associated with the District President Position shall be the total costs (salary + benefits) associated with the PSSP member who assumes that position with the Federation.
- L7.7.2 Each member on Federation Leave shall receive the salary (including allowances) and benefits that they would normally receive if they had not gone on leave.

ARTICLE 8 PERSONNEL FILES

- L8.1.0 The only recognized personnel file of an employee shall be maintained at the Board Office and shall be available and open to the employee for inspection in the presence of the Superintendent of Human Resources or designate. Arrangements to access the file shall be made with the Superintendent of Human Resources or designate at a mutually agreeable time.
- L8.2.0 Employees personnel files shall be stored in a secure location within Human Resources in a completely confidential manner. Human Resources staff who have access to personnel files have signed an oath of confidentiality and are governed by and adhere to the Municipal Freedom of Information and Access to Privacy Act.
- L8.3.0 Upon written request to the Superintendent of Human Resources or designate, the employee shall be given an opportunity to review their personnel file at a mutually agreeable time in the presence of the Superintendent of Human Resources or designate, at the Board office.

- L8.3.1 An employee shall be entitled upon request to copies of any materials contained in the employees personnel file.
- L8.4.0 Any letter of Counsel (non-disciplinary), letter of reprimand, suspension or other sanction, or any notes related to such shall be removed from the personnel file, at the written request of the employee to the Superintendent of Human Resources, two years following the receipt of such letter, suspension or other sanction provided that the employees record/file has been clear of any disciplinary letter for the past two years. Any such letter of Counsel, letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.
- L8.4.1 The aforementioned two year sunset clause shall not apply in circumstances wherein an employee has received discipline with respect to an issue that may have led to a complaint under the Child and Family Services Act or discipline related to physical, emotional or psychological harm to students or other employees of the Board. Such disciplinary record(s) shall remain on the employees personnel file.
- L8.4.2 Notwithstanding the aforementioned, an employee may apply to the Superintendent of Human Resources in writing to request removal of such record(s) after two years have lapsed.
- L8.5.0 The Federation may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.
- L8.6.0 The Board shall ensure that all records and information (including the annual offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of The Education Act are stored in a secure location and in a confidential manner. Access to such records and information shall be strictly limited to the employee, the Superintendent of Human Resources and a limited number of confidential personnel designated by the Superintendent. The delegates shall not be members of this bargaining unit.

ARTICLE 9 SALARY

- L9.1.0 Employees shall be paid for time worked as provided for in this Agreement. Salary shall be paid in accordance with the Salary Schedules attached to and forming a part of this Agreement (Appendix A).

- L9.2.0 In addition to the salary in 8.01, each FTE (full-time equivalent) Registered Psychologist and Registered Psychological Associate shall receive the following responsibility allowance:

School Year	Allowance
September 2009	\$1591.35
September 2010	\$1639.09
September 2011	\$1688.26
September 1, 2016	\$1705.14
February 1, 2017	\$1713.67
September 1, 2017	\$1739.38
September 1, 2018	\$1756.77
February 1, 2019	\$1774.34
August 31, 2019	\$1783.21
September 1, 2019	\$1801.04
September 1, 2020	\$1819.05
September 1, 2021	\$1837.24

- L9.3.0 At the request of the Federation, the Board shall permit up to two (2) members (or equivalent), designated by the Federation, to act as members on Federation leave. The members shall be released from their professional duties on a full-time or part-time basis, without loss of salary, employee benefits (including applicable pension contributions), and seniority. In all respects, the PSSP member will remain full-time (or part-time if applicable) with the Board. The Federation shall reimburse the Board for the cost of salaries and benefits of the employees taking the Federation Leave.
- L9.4.0 Employees are ten-month employees who shall have their salary as outlined in Appendix A spread over twenty-six (26) (or twenty-seven (27) as the case may be) equal bi-weekly installments between September 1 and August 31 of each year.
- L9.5.0 Employees will be paid bi-weekly. The Board will provide each employee with an itemized statement of the employee's wages and deductions.
- L9.6.0 Newly hired employees who provide proof of previous employment experience in the same or a related field as outlined in Articles 17.03 and 17.04 acceptable to the Parties, shall receive credit on the salary schedule based on aggregate employment experience to the nearest full year where five or more months experience equals a full year.

- L9.7.0 From the salary payment of each employee the Board shall deduct OSSTF Provincial dues and remit them to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 by the fifteenth of the month following the month in which dues are deducted. OSSTF will notify the Board of dues to be deducted.
- L19.7.1 OSSTF shall indemnify and save the Board harmless from any claims or liability as a result of the deduction of Provincial dues authorized by OSSTF.
- L9.8.0 Should the Bargaining Unit notify the Board that its membership has authorized the collection of an annual levy for purposes approved by the Bargaining Unit the Board shall deduct such fees as instructed by the Bargaining Unit and remit them to the Treasurer of OSSTF District 27. The Bargaining Unit agrees to give the Board eight (8) weeks notice of any levy to be deducted.

Pay Equity

- L9.9.0 The parties agree that full compliance with the Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates outlined in Appendix A reflect full compliance. The Bargaining Unit agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and all proportional value adjustments were paid thereafter.
- L9.9.1 Twice each year (January and August) the Parties shall meet and review the plan to ensure the plan continues to remain compliant in accordance with Section 7 of the Pay Equity Act. At this meeting the Employer will provide OSSTF with any relevant information with respect to salary, benefits, and/or any other relevant compensation material for the comparator group(s).

ARTICLE 10 EXPENSE REIMBURSEMENT

- L10.01 An itinerant employee shall be reimbursed for traveling expenses between assigned work locations. Reimbursement shall be at the rate determined by the Board policy which is in effect at the time the expense is incurred.
- L10.02 Effective September 1, 2019, the Board shall reimburse upon proof of payment the fees required to maintain membership in good standing in the following professional regulatory bodies: The College of Audiologists and Speech Language Pathologists of Ontario, The Ontario College of Social Workers and Social Service Workers (OCSWSSW), and the Behaviour Analyst Certification Board, Inc. (BACB).

ARTICLE 11 EMPLOYEE BENEFITS

- L11.1.0 As of April 2017, employee benefits are administered centrally through the provincial Employee Life and Health Trust (ELHT). As such, all enquiries should be directed to OSSTF or the Ontario Teachers' Insurance Plan.
- L11.2.0 The Board will deduct from each participating employee's pay the premium for a Long Term Disability Group Insurance Plan. Participation in the Plan shall be a condition of employment for all newly-hired employees and all employees currently enrolled.
- L11.3.0 It is agreed that, when an employee is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:
- a) The employee shall receive benefits equivalent to 85% of their regular net pay
 - b) there shall be no deduction of sick leave credits from the employee.
 - c) Further, the Board will top-up this benefit to 100% of their regular net pay without deduction from sick leave. The top-up amount will be provided for a maximum of four (4) years and six (6) months. From Central Table
 - d) It is understood that employee benefits shall not be provided by the Board beyond the one year requirement as stipulated in Section 25 of the Workplace Safety & Insurance Act.
 - e) Employees, whose WSIB claim extends beyond one year, who wish to maintain their employee benefits while in receipt of WSIB must remit to the Board the full cost of the monthly premiums.
- L11.4.0 An employee who is off payroll and in receipt of benefits from the Long Term Disability Plan shall, upon written request, be entitled to continue to participate in all of the benefits which they might choose from the collective agreement in effect between the Bargaining Unit and the Board, until they reach age 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the Board in full. Such continuance is dependent upon satisfying the carrier's conditions.
- L11.5.0 An employee who is off payroll and in receipt of benefits from the Workplace Safety and Insurance Board shall, upon written request, be entitled to continue to participate in all of the benefits which they might choose from the Collective Agreement in effect between the Bargaining Unit and the Board, until they reach the age of 65. The Board agrees to continue to pay all applicable premiums, provided the employee

reimburses the Board in full. Such continuance is dependent upon satisfying the carrier's conditions.

- L11.6.0 Continuance of coverages referred to in 11.04 and 11.05 above is dependent upon the employee meeting the following requirements:
 - a) they must notify the Board in advance, in writing, of their intention to continue coverages, and
 - b) they provide the Board with the money needed to cover the applicable benefits prior to the required billing date(s).
- L11.7.0 Term employees shall receive a 12% payment in addition to their regular wages in lieu of all benefits except vacation.
- L11.8.0 It is agreed that the employee's share of the annual E.I. premium reduction will be retained by the employer to offset the cost of benefit plans provided for in this Agreement.
- L11.9.0 The Board agrees to provide the PSSP President and the District President with the FTE reported on Appendix H by November 15 and May 15 of each calendar year.
- L11.9.1 The Board agrees to discuss the numbers above and how they calculate the FTE at the Board/Fed meeting following the reporting dates above.

ARTICLE 12 HOLIDAYS

- L12.1.0 The paid holidays recognized by the Board will be as follows:
 - New Year's Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving
 - Christmas Day
 - Boxing Day

- L12.1.1 Whenever a holiday listed above falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be declared a holiday at the discretion of the Board.

The Civic Holiday is in reference to twelve month employees only.

- L12.2.0 A total of four (4) Paid Holidays will be used during the Christmas Holiday shutdown period. The Bargaining Unit will be notified by the Board with respect to the actual dates scheduled.

ARTICLE 13 VACATION

- L13.1.0 Attendance Counsellors, Clinical Consultants, and Speech and Language Pathologists, hired prior to December 31, 1989, shall earn vacation credits at the following rates:

- a) one and one-quarter ($1 \frac{1}{4}$) days per month during the first four years of continuous service (10 months = 12.5 days);
- b) one and two-thirds ($1 \frac{2}{3}$) days per month after four years of continuous service (10 months = 16.7 days);
- c) two and one-twelfth ($2 \frac{1}{12}$) days per month after thirteen years of continuous service (10 months = 20.83 days).

- L13.2.0 Attendance Counsellors Clinical Consultants, and Speech and Language Pathologists, hired on or after December 31, 1989, Student Support Counsellors, and Adolescent Care Workers, are ten-month employees paid over a twelve-month period, having Christmas and March Break periods off from employment.

- L13.3.0 If a paid holiday falls or is observed during an employee's vacation period, they shall not have a vacation day deducted for that day.

- L13.4.0 Vacation pay shall be at the rate effective immediately prior to the vacation period.

- L13.5.0 An employee is entitled to vacation credits under Article 12.01 in respect of a month or part thereof in which they are at work, or on leave with pay, or on pregnancy/parental leave.

- L13.6.0 An employee is not entitled to vacation credits under Article 12.01 in respect of a whole month in which they are absent from duty for any reason other than paid vacation or leave of absence with pay.

- L13.7.0 An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year plus the previous year's vacation entitlement not used, subject to Article 12.08.
- L13.8.0 An employee may accumulate vacation to a maximum of twice the annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by 31 of December of each year.
- L13.9.0 On commencing employment, an employee shall be credited with pro-rated vacation for the balance of the calendar year, but shall not be permitted to take vacation until they have completed six (6) months of employment, except for employees covered under Article 12.14.
- L13.10 Where an employee leaves the Board's employ prior to the completion of six (6) month's employment, they are entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment.
- L13.11 An employee who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date they cease to be an employee, or at the date they qualify for payments under any Long Term Disability Plan the parties may agree to, and any salary paid for unearned vacation used up to that time shall be recovered by the employer from any monies owing to that employee.
- L13.12 Where an employee has completed twenty-five (25) years of service, there shall be added on that occasion only, five (5) days of vacation to their accumulated vacation entitlement.
- L13.13 In the calendar year in which an employee retires and provided they work until June 30 of that year, they shall receive full vacation rates calculated as though they had worked the full calendar year.
- L13.14 Employees who normally work less than twelve (12) months per year shall have their actual vacation entitlements prorated. For purposes of progressing through the vacation schedule in Article 12.01, ten (10) month employees shall be credited with twelve (12) months service.
- L13.15 The vacation credits of employees noted in 12.01 shall be deducted for working days not worked during the Christmas and March breaks to avoid any pay disruption.
- L13.16 Unless otherwise agreed to by the employee and the Principal of Educational Services, an employee's vacation shall normally be taken during non-instructional days.

ARTICLE 14 LEAVE OF ABSENCE

L14.1.0 Leave of absence without pay for reasons not associated with professional enrichment and/or educational advancement may be granted with Board approval subject to the following terms and conditions:

- a. Leave of absence shall not exceed two (2) years subject to renewal.
- b. Request for leave of absence shall be made in writing at least two months in advance of desired commencement of leave to the Superintendent of Human Resources. For leaves commencing at the beginning of a school year, requests for leave of absence shall be made in writing by April 1st of the previous school year, whenever possible. A copy of the leave request shall be sent to the PSSP President and District President.
- c. A definite return to work date will be established. A subsequent request to return to work at an earlier date will require at least six weeks notice, in writing, before being considered. At least two months before the return to work, or by April 1st for return at the beginning of the next school year, the employee will contact Human Resources - Support Staff to confirm the return to work date.
- d. For a leave up to one month, service and seniority shall accumulate for the purpose of salary progression, sick leave and vacation. Service for the purpose of salary progression, sick leave and vacation shall not accumulate during a leave period greater than one month for the total of the leave period.
- e. Except for statutory leave periods, for a leave period greater than three months the employee will be responsible for the total cost of applicable benefit premiums for the total of the leave period.

L14.2.0 Leave of absence for the purpose of professional enrichment may be granted with Board approval to permanent employees subject to the following terms and conditions:

- a) Request for leave of absence shall be made in writing at least two months in advance of desired commencement of leave to the Superintendent of Human Resources. For leaves commencing at the beginning of a school year, requests for leave of absence shall be made in writing by April 1st of the previous school year, whenever possible. A copy of the leave request shall be sent to the PSSP President and District President.
- b) Leave of absence may be granted for a specific period of time related to the requirements of the enrichment program.

- c) A review of request for leave of absence shall include consideration of costs to the Board, loss of service, replacement of the employee and the employee's length of service.
- d) A definite return to work date will be established. A subsequent request to return to work at an earlier date will require at least six weeks notice, in writing, before being considered. At least two months before the return to work, or by April 1st for return at the beginning of the next school year, the employee will contact their supervisor to confirm the return to work date.
- e) For a leave period of up to one month service and seniority shall accumulate for the purpose of salary progression, sick leave and vacation.
- f) Provided the employee undertakes to reimburse the Board for their percentage share of premiums, the Board will maintain applicable fringe benefits.
- g) Leave of absence for any period may be approved by the Superintendent of Human Resources.
- h) The approval of a request for leave of absence does not guarantee a return to the same position occupied by the employee at the commencement of the leave nor does approval guarantee employment after the leave period if work for which the employee is qualified is not available.

L14.3.0 An employee returning from leave of absence which is less than one year, including pregnancy or parental leave, shall return to the same position and same percentage of full-time employment held prior to leave, or to a comparable position acceptable to the employee.

L14.4.0 The Board shall fill vacancies created by leaves of absence with professional staff having qualifications meeting the requirements of the job description of the employee on leave.

L14.5.0 X/Y Leave Plan (Self-Funded Leave Plan)

L14.5.1 The X/Y Leave Plan forms part of this agreement and is attached as Appendix C. (Note: Deadline for application is April 1st of any given year).

ARTICLE 15 FAMILY MEDICAL LEAVE

L15.1.0 A request for Family Medical Leave shall be made in writing through the Principal/Vice Principal or Supervisor and Superintendent of Human Resources. The request shall include the dates on which the employee intends to leave and return to active employment.

- L15.2.0 The employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.
- L15.3.0 An employee may take a leave under this section only in periods of entire weeks.
- L15.4.0 An employee on Family Medical Leave shall continue to be entitled to all benefits which would have been received if the employee had been actively employed. These include:
- a) accumulation of credit for sick leave, seniority, and experience
 - b) employee benefits
- L15.5.0 An employee returning from Family Medical Leave shall be reinstated to the same position held in the same worksite prior to the leave.

ARTICLE 16 OTHER LEAVES

L16.1.0 Personal Leave

- a) Personal Leave with pay may be granted for reasons which are exceptional and unavoidable, or on grounds of compassion.
- b) Personal leave, to a total of five (5) days per year, may be granted at the discretion of Human Resources, in consultation with the employee's supervisor.
- c) Days for which personal leave are granted are not deductible from accumulated sick leave.
- d) Personal leave is not accumulative.

L16.2.0 Family leave

Family leave, with pay, to a total of an additional five (5) days per school year, will be granted in the case of attending to the serious illness of a parent or guardian, child, sibling, spouse, or person with whom the employee permanently resides. Such leave is not deductible from accumulated sick leave.

L16.3.0 Bereavement Leave

- a) An employee shall be allowed up to ten (10) days leave of absence with pay in the event of the death of their spouse or common-law partner (including same-sex), son or daughter and five (5) days' leave of absence with pay in the event of the death of their mother, father,

mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian, aunt, uncle, niece or nephew. This leave is not available to employees on days outside of the regular work year as defined in Article 25.03.

- b) An employee shall be allowed up to two (2) days leave of absence with pay in the event of the death and to attend the funeral of a close personal friend. This leave is not available to employees on days outside of the regular work year as defined in Article 25.03.

L16.3.1 Bereavement leave will be granted at the discretion of the Principal, in consultation with the designated supervisory officer, and such bereavement leave will not be deducted from accumulated sick leave credits.

L16.3.2 This leave is not available to employees on days outside of the regular work year as defined in Article 25.3.0

L16.4.0 Service Participant

L16.4.1 One day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer, eulogist or service participant. It is understood that employees who access bereavement leave under Article 16.03 are not eligible for this leave.

L16.5.0 Parenting Leave

L16.5.1 Parenting Leave with pay, to a total of five (5) days per year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Superintendent of Human Resources or designate, in consultation with the employee's supervisor, and shall not be deducted from sick leave. It is understood that employees who take pregnancy leave are not eligible for this leave.

L16.6.0 Quarantine

L16.6.1 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of their duties an employee is quarantined or otherwise prevented by the medical officer of health from attending to their duties, leave will be granted without loss of pay. Such leave is not deducted from accumulated sick leave.

L16.7.0 Jury Duty

L16.7.1 Leave of absence without loss of seniority shall be granted to an employee who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which they are not a party or one of the persons charged, is absent from duty. The Board shall pay such an

employee the employee's regular salary provided the employee presents proof of service to the Board. The employee shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the employee receives as a juror or as a witness. Such leave is not deducted from accumulated sick leave.

ARTICLE 17 PREGNANCY LEAVE & PARENTAL LEAVE

L17.1.0 Pregnancy Leave

L17.1.1 "Pregnancy Leave" means leave taken for purposes related to giving birth and/or recovering therefrom.

L17.1.2 "Casual Employee" means, an employee who is not regularly scheduled to work

L17.1.3 "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

L17.1.4 Casual employees are not entitled to pregnancy leave benefits.

L17.2.0 All requests for pregnancy leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by a note from an authorized medical professional that provides the estimated due date.

L17.3.0 The Board shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than six (6) weeks of pregnancy leave less any amount received under the Employment Insurance Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP). NOTE: The provisions of this clause have been amended from the terms of the Central Agreement with the consent of all parties to reflect the additional "top up" provided in Article 17.03 below.

L17.3.1 For the remaining eleven (11) weeks of the seventeen (17) week pregnancy leave period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the employee's weekly employment insurance

benefits and sixty (60%) of the employee's regular weekly wage. It is agreed that the one week waiting period, if applicable, is included in this 11 week period.

- L17.3.2 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- L17.3.3 The employee must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- L17.3.4 Employees not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave.
- L17.3.5 Eligible permanent employees shall receive the pregnancy leave benefits herein for the entire eight (8) week or seventeen (17) week period, as eligible, throughout the course of the entire calendar year regardless of whether the employee would otherwise be required to work during the eight (8) / seventeen (17) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the employee in accordance with the Board's payroll procedure.
- L17.3.6 Employees hired in a term assignment shall be entitled to the benefits outlined in 17.3.0 above with the length of the SEB benefit limited by the term of the assignment.
- L17.4.0 If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- L17.5.0 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L17.6.0 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.
- L17.7.0 Sick Leave**
- L17.7.1 Employees who require longer than an eight (8) week recuperation period shall have access to sick leave and the STLDP.
- L17.7.2 Article 17.7.1 does not limit an employee's entitlement to medically supported sick leave prior to the commencement of Pregnancy Leave.

L17.8.0 Parental Leave

- L17.8.1 All requests for parental leave by those other than the birth mother must be submitted in writing to the Superintendent of Human Resources, or designate, at least six (6) weeks in advance and include the anticipated start and end date for the leave. Requests must be accompanied by documentation supporting proof of birth.
- L17.8.2 Parental leave shall be granted to a permanent employee as follows:
- a) Parental leave shall be for up to sixty-one (61) weeks if the employee has also taken a pregnancy leave or up to sixty-three (63) weeks if the employee has not taken pregnancy leave.
 - b) The parental leave of an employee who has taken pregnancy leave shall begin immediately when the pregnancy leave ends.
 - c) Parental leave may begin no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
 - d) Where possible, the employee shall give Human Resources at least six (6) weeks written notice of the date the leave is to begin.
 - e) An employee who wishes to end parental leave earlier than expected may do so if the employee provides Human Resources with at least four (4) weeks written notice before the desired date of return.
 - f) An employee who intends to adopt shall advise the Board as soon as possible, including the anticipated date that they will assume guardianship of the child. The Board recognizes that in some cases, the employee may need to commence the leave immediately when the child becomes available.
- L17.8.3 In the case of Parental Leave, a permanent employee shall receive one weeks' payment equivalent to sixty (60%) percent of the employee's weekly wage during the defined waiting period, if applicable, followed by up to fifteen (15) weeks payment equivalent to the difference between the weekly rate of Employment Insurance benefits and sixty (60%) percent of the employee's weekly wage. It is agreed that the one-week waiting period, if applicable, is included in this 15-week period.
- L17.8.4 Employees disentitled or disqualified from receiving E.I. parental leave benefits are ineligible for SEB top up provisions.

L17.9.0 Adoption Leave

- L17.9.1 All requests for adoption leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by supporting proof of adoption.
- L17.9.2 Parental leave shall be available to an employee who adopts a child, in accordance with Articles 17.8.1, 17.8.2 and 17.8.3.
- L17.9.3 Advance notification shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately when the child becomes available.
- L17.9.4 Leave shall be available to an employee should their presence be required in the home for pre-adoptive purposes.

L17.10.0 Provisions Applicable to Both Pregnancy and Parental Leave

- L17.10.1 An employee on Pregnancy and/or Parental Leave shall continue to be entitled to the following:
- a) Accumulation of credit for sick leave, seniority, and experience;
 - b) The Board will continue its share of the applicable benefit premiums subscribed to by the employee prior to the commencement of the leave provided the employee pays for their share of the applicable benefit premiums;
 - c) Where an employee becomes eligible for an annual increment during the period of pregnancy/parental leave, SEB top-up payments shall be adjusted accordingly; and,
 - d) An employee on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the layoff and recall provisions as set out in Article 19.

L17.11.0 Extension & Return from Leave

- L17.11.1 Further to the provision in the Ontario Employment Standards Act, as amended, the employee may take extended pregnancy/parental leave, which shall not be longer than three full academic years excluding the academic year in which the birth or adoption occurs. Seniority shall accumulate for the period of the extended leave.
- L17.11.2 The Board shall be given four months' written notice of the day upon which the employee intends to commence the extended leave of absence. Such notice shall be given unless there are reasons that are unavoidable or extraordinary.

- L17.11.3 The employee shall confirm their intention to return or not return from the Extended Parental Leave by notifying the Board in writing not later than 1 April for September of the following school year and 15 November for the second semester of the same school year.
- L17.11.4 After the completion of this extended pregnancy/parental leave, the Board shall place that employee in the employee's former position, subject to the staffing procedures of this agreement.
- L17.11.5 Experience shall only be granted for the seventeen (17) week period of pregnancy leave, and the sixty-one (61) weeks of parental leave and will not be granted for purposes of extended parental leave.
- L17.11.6 Employees on Extended Pregnancy/Parental Leave may retain membership in the Board's benefit plans as subscribed to by the employee prior to commencing the leave provided the employee pays monthly the applicable benefit premiums associated with continuing coverage and subject to the provisions of the insurance carriers.
- L17.11.7 All leaves granted under Article 17 shall be based on the employee's full-time entitlement and shall be continuous in nature.

ARTICLE 18 SICK LEAVE PLAN

- L18.1.0 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the WSIB.
- L18.1.1 All regular full time employees and temporary or part time employees on continuous employment longer than one month, shall be eligible for benefits.
- L18.1.2 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays, Christmas Break, March Break, and Summer Break periods where applicable) absent for sick leave as defined in (a). Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day. However, the parties agree that where an employee is participating in a modified work or accommodation arrangement their hours not worked shall be deducted from their accumulated sick leave bank. Should the employee's sick leave be exhausted, hours not worked shall be without pay.

- L18.1.3 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of five (5) working days, certifying that such employee is unable to carry out their duties due to illness.
- L18.1.4 A record of all unused sick leave will be kept by the Board. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.
- L18.2.0 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the employee, may be required monthly before any payment of salary for the accumulated sick leave is made.
- L18.2.1 The Board may at any time, request an employee to submit a certificate of health signed by a duly qualified medical practitioner acceptable to the Board. The Board shall ensure that reasonable notice is provided to the employee that such a certificate is required. The cost of the certificate will be at the cost of the Board.
- L18.2.2 When an Employee's sick leave credits are exhausted, they will cease to receive any salary payments and they shall cease to be entitled to any fringe benefits and shall be removed from the Group Life Insurance Plan. The Group Life Insurance Plan may be continued if the employee is entitled to a disability waiver of premiums under the terms of the Group Life Insurance Policy. The employee shall receive any holiday pay due to them at the time they cease to receive any salary payments.
- L18.2.3 The Board agrees that an employee affected by c) may continue to carry over fringe benefits, i.e. Health Insurance Plan, etc. through the Board at the employee's cost for a period up to six months provided they meet the following requirements:
- a. they notify the Board immediately of their intention to carry the plans; and
 - b. they provide the Board with the money needed to cover the cost prior to the regular billing date.
- L18.2.4 An employee, with seniority, who has been removed from payroll for period not exceeding six months because of an illness or injury, will be reinstated in their former position with no loss of seniority, provided that upon their return to work they provide an acceptable physical examination report from a licenced physician, certifying that they are physically capable of performing the duties of that position. An employee with seniority who

has been removed from payroll for a period longer than six months due to illness or injury may be re-employed under the following conditions:

- i) If the employee maintained a satisfactory record with the board prior to such illness or injury.
- ii) If a vacancy exists for which the employee is reasonably qualified.
- iii) If the employee provides an acceptable physical examination report from a licensed physician, certifying that they are physically capable of performing the full duties of that position.

L18.2.5 It is understood that should an employee be unable to perform their duties due to illness or injury for a period exceeding twenty-three (23) months, the Board will send a letter to the employee's last known address inquiring whether the employee would be able to return to work and what, if any, reasonable accommodation the employee would require in order to be able to return to work prior to the twenty-four (24) month period or shortly thereafter.

L18.2.5.1 The Employer agrees that the Federation will be consulted with respect to any return to work plans in relation to members returning on modified work or accommodation arrangement and that such participation will be from the initial stages through to the conclusion.

L18.2.5.2 Both parties recognize any rights pursuant to the provisions of the Ontario Human Rights Code prevail over any provisions in this article in the event of conflict.

L18.3.0 Severance Pay Former Frontenac Employees

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.

L18.3.1 Employees hired prior to August 31, 1998, who sever employment with the Board shall be entitled to the following severance pay from their sick leave bank at their rate of pay just prior to their severance and in accordance with the following:

- (a) An employee with over ten (10) years of service but less than fifteen (15) years of service shall receive 50% of their accumulated sick leave up to a maximum of thirty (30) working days.
- (b) An employee with fifteen (15) years of service but less than twenty (20) years of service shall receive 50% of their accumulated sick leave up to a maximum of sixty (60) days.

- (c) An employee with over twenty (20) years of service shall receive 50% of their accumulated sick leave up to a maximum of one-half (1/2) years' salary.

L18.4 Retirement Former Frontenac Employees

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.

- a) Employees hired prior to August 31, 1998, who retire because of age, illness, or on pension shall be entitled to the following retirement pay from their sick leave bank at their rate of pay just prior to their retirement:

Over eight (8) years of service, 50% of their accrued sick leave up to a maximum of one-half (1/2) year's salary.

- b) The requirement for eight years of service does not apply to an employee who retires because they have reached age 65 and did not have the opportunity of working for the employer for eight (8) years. Their retirement gratuity shall be 50% of their accumulated sick leave.

L18.5 Death

- L18.5.1 In the event of the death of an employee covered by Articles 16.04 or 16.05, their estate shall be entitled to the following gratuities:

50% of their accrued sick leave up to a maximum of one-half (1/2) year's salary.

L18.6 Former Lennox and Addington County Board of Education Employees Cumulative Sick Leave and Retirement Gratuity Plan

- L18.6.1 For employees hired prior to December 1, 1982, gratuity will be paid as follows:

An employee having not less than ten (10) years of full-time service with The Lennox and Addington County Board of Education or its predecessor Boards shall receive an amount calculated in the manner outlined below upon termination of employment with the Board

$$\text{Sick Leave Credit Gratuity} = \frac{\text{Cumulative Sick Leave}}{240} \times \text{1/2 salary of current year}$$

subject to a maximum of 1/2 year's salary.

ARTICLE 19 LAYOFF AND RECALL

- L19.1.0 Employees who successfully complete their probationary period will be granted seniority retroactive to their date of hire. Seniority will accrue to an employee on a continuous basis, providing they satisfy the following employment conditions. The employee is:
- i) actively employed;
 - ii) on a paid leave of absence including a statutory leave of absence;
 - iii) on layoff with rights of recall;
- L19.1.2 A temporary employee who subsequently becomes a permanent employee shall accrue seniority equal to the total number of days that the employee has worked as a temporary employee within the twenty-four (24) month period immediately preceding appointment to the regular position. Date of hire for seniority purposes will be backdated to reflect the total number of days worked as a temporary employee in the twenty-four (24) month period preceding employment. The Bargaining Unit shall be notified of the employee's seniority date.
- L19.2 Seniority shall terminate when an employee:
- a) quits the Board's employ;
 - b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - c) has been on layoff for a continuous period of twenty-four (24) months;
 - d) has been on an unpaid leave of absence for medical reasons for a continuous period of more than twenty-four (24) months (subject to Article 18.2.5);
 - e) fails to return to work within twenty (20) working days of having been notified by mail to the employee's last known address on file with the Board, of recall to an employment position;
 - f) fails to return to work after a leave of absence unless prevented by illness from doing so.
- L19.3 Where the seniority of employees is equal, seniority shall be predetermined for seniority list purposes. For employees having equal seniority, seniority shall be determined using aggregate seniority as follows:
- a) experience as a PSSP with the Board including experience as a temporary employee, and where such is equal;

- b) documented experience as a PSSP with an Ontario school board, and where such is equal;
 - c) documented past experience working in the employee's discipline, and where such is equal;
 - d) by lot.
- L19.4 For seniority purposes only, employees will be divided into the following groups:
- a. Speech Language Pathologists
 - b. Psychologists, Psychological Associates, MA Consultants
 - c. Student Resource Personnel (ACWs, SSCs, Attendance Counselors)
 - d. Social Workers
 - e. Board Certified Behaviour Analysts (BCBA)
- L19.5 Seniority lists which include the employee's name, classification, location and seniority date, will be revised each October and a copy of the list shall be given to the Bargaining Unit not later than the 15th of October. Any objection to the seniority list must be made in writing to Human Resources - Support Staff with a copy to the Bargaining Unit President and District President within thirty (30) days of the date the list is given to the Bargaining Unit. Failing such objection, the said list shall be deemed to correctly set forth the employee's date of hiring.
- L19.6 Where it is necessary to lay off employees, layoffs shall be effected first beginning with any employees who are not seniority-rated (i.e. temporary employees). Thereafter, employees will be laid off based on seniority within a group as specified in 19.04.
- L19.7 Employees shall be notified by May 31 of layoffs which are to be effective at the start of the next school year. For layoffs at other times, employees shall be given 90 calendar days' notification.
- L19.8 Employees shall have recall rights for twenty-four (24) months from the effective date of layoff.
- L19.9 During the period of layoff an employee shall continue to be covered by benefits plans set out in Article 10 of this Agreement in which the employee was participating prior to the commencement of layoff.

- L19.10 An employee who is terminated when recall rights are exhausted or who leaves the Board's employ before the expiry of the recall period shall be entitled to severance pay in accordance with Article 18.03.

L19.11 Bumping Rights

- L19.11.1 In the event of a layoff, all Professional Student Services Personnel will have access to bumping rights within their own affinity group as outlined in Article 19.04. Bumping will be based on an employee's right to bump the least senior employee within their own affinity group holding a position of equal FTE entitlement. It is understood that job design in relation to splitting positions remains at the sole discretion of the employer.
- L19.11.2 In the case of the Student Resource Personnel affinity group, where an ACW, SSC, or Attendance Counselor exercises bumping rights, they may bump the least senior ACW, SSC or Attendance Counselor in the same position who then may bump the least senior individual in the affinity group.
- L19.11.3 The laid off employee must exercise their bumping rights within ten (10) working days of being given the option to bump.
- L19.11.4 An employee who waives this option will be placed on a recall/seniority list for twenty four (24) months from the effective date of the layoff.
- L19.11.5 Professional Student Services Personnel who are not currently working full time or are on the twenty four (24) month recall list will be given priority for term work.
- L19.11.6 Bumping rights shall be exercised within an affinity group. If the compliment of an affinity group is reduced then the least senior employee in that affinity group will be laid off.
- L19.11.7 Once all employees with entitlement are placed and or have had an opportunity to exercise "bumping rights", any positions that become available will be considered vacant positions.
- L19.11.8 When an individual on recall who is entitled to a full-time position accepts a part-time position and subsequently a full-time position becomes available subsequent to the internal posting procedure as per Article 20.03, that individual shall be offered the full-time position, if qualified, before it is offered to the next individual on the recall list. Should an individual choose not to accept a position, then that person will remain on

the recall list and the person with the next most seniority will be contacted.

L19.12 Retraining for Positions Within the Board

- L19.12.1 The Board and the Bargaining Unit will cooperate so that employees who have received notice of permanent layoff and have been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining through flexible hours. The Board to cover the cost of tuition to a maximum of five-hundred (\$500.00) dollars, and the cost of books to a maximum of \$50.00.
- L19.12.2 Apart from any on-the-job training offered by the Board, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence.
- L19.12.3 Opportunities to fill vacancies outside of the Bargaining Unit may be offered by the Board at its discretion.
- L19.13.0 The Board will provide the Bargaining Unit with all pertinent staffing and financial information related to the layoffs.

ARTICLE 20 TRANSFERS AND JOB POSTINGS

- L20.1 An employee shall not be transferred to another work location without prior consultation with the employee.
- L20.2 When a vacancy for a permanent position occurs or a new position is created in the bargaining unit, the Employer shall post the vacancy within 15 working days. Should the Employer not be able to meet this timeline, reasons for the delay will be communicated to the President of the Bargaining Unit. The Employer shall notify the Federation and post a notice of the position internally to members of the Bargaining Unit on the Board's website for a minimum of five (5) working days. A copy of the posting will also be emailed to all permanent staff and the District President on the same day that the vacancy or new position is issued for posting. Working days for this Article are defined as the Employer's normal working days.
 - L20.2.1 Each internal posting will indicate the position, location, required qualifications, hours of work, commencement date (if known) and the deadline date for applications. Each internal posting will clearly indicate that applications shall only be considered from members of the Bargaining Unit.

- L20.3 Vacancies will be filled internally through competition by employees covered by this Agreement, including employees who are part-time and wish to be full-time or vice versa, before external applicants are considered. When an internal candidate is offered the position, they shall have one (1) working day to respond. When a vacancy occurs and an employee on recall is offered the position, they shall have three (3) working days to respond.
- L20.4 If there are no successful internal candidates for the permanent position at the closing deadline, the Employer shall re-post the position as an external vacancy, open to external candidates.
- L20.4.1 Nothing in clauses **20.02** and **20.03** shall prevent the Employer from advertising internally and externally concurrently. The parties agree however that in such cases internal candidates will be considered through competition prior to any external candidates as per Article **20.03**.
- L20.5 Temporary Positions – Less than 5 months**
- L20.5.1 When it is known in advance that a temporary vacancy will occur for a period of ten (10) *days* or longer and less than five (5) months. Every effort will be made to fill the temporary vacancy with a qualified Term Employee.
- L20.6 Temporary Positions – 5 months or Greater**
- L20.6.1 When it is known that a temporary vacancy will occur for a period of five (5) months or longer the temporary vacancy shall be posted internally to members of the Bargaining Unit.
- L20.6.2 Each temporary posting will indicate the position, location, required qualifications, hours of work, commencement date (if known), anticipated end date (if known) and the deadline date for applications.
- L20.6.3 If a permanent employee is successful in the competition for the temporary vacancy, the temporary vacancy that occurs as a result of a permanent employee moving into the temporary vacancy will be filled by a qualified Term employee. It is understood that within five (5) working days from the date of hire, the District President, OSSTF will be notified of the name of the Term employee filling the temporary position.
- L20.7 If no permanent employee is successful in the competition for the temporary vacancy, the temporary vacancy may be filled by a qualified Term employee.

- L20.8 The successful employee(s) shall revert back to their original position(s) at the end of the temporary period.
- L20.9 Term employees who are qualified retired members of the Bargaining Unit who work in the same job that they retired from shall be paid at the specific Step of the salary grid that they left at the time they retired. Term employees who are qualified retired members of the Bargaining Unit who work in a different job than that they retired from shall be paid at Step 0. All other Term employees shall be paid at Step 0 of the applicable salary grid. It is understood that the pay for Term employees shall be prorated to their percentage of time worked.
- L20.10 Term Employees shall only be covered by the Articles as defined in Article **27.2.0**
- L20.11 All time spent in the employ of the Employer as a qualified Term employee working in one of the positions covered by this Agreement, subsequent to August 31, 2008, shall count for the purposes of progressing to the next grid step should the Term employee be hired in the future as a permanent employee covered by this Collective Agreement.
- L20.12 Annual School Assignment Process for Itinerant Educational Services Staff & Team Assignments**
- L20.12.1 It is understood that the Memorandum of Agreement - Annual School Assignment Process for Itinerant Educational Services Staff & Team Assignments shall form part of this agreement.
- L20.13 Mutual Exchange/Transfer**
- L20.13.1 A member requesting a mutual exchange/transfer to be effective as of September 1 of the next school year shall submit a Request for Exchange/Transfer Form (Form A) to the Mutual Exchange/Transfer Committee no later than April 1. A copy of Form A shall be forwarded to the Bargaining Unit and Human Resources - Support Staff. The Mutual Exchange/Transfer Committee shall be comprised as follows:
- Superintendent of Human Resources or designate
 - Supervising Principal of Learning for All or designate
 - An Elementary and/or Secondary Principal as determined by the Board
 - PSSP President or designate
 - PSSP Chief Negotiator or designate

- District President or designate

L20.13.2 The request for exchange/transfer will include:

- The name of the PSSP member(s) party to the exchange/transfer.
- Whether the requested exchange is to be for one year or to be permanent.

L20.13.3 It is understood that:

- All members involved in a one-year mutual exchange who wish to make such an exchange permanent, may re-apply in the subsequent year using Form A;
- In the event that a mutual exchange is arranged and one of the parties to the exchange becomes redundant, then the exchange will not be implemented.

L20.13.4 In order to assist PSSP members in arranging mutual exchanges/transfers, the Mutual Exchange/Transfer Committee will compile and distribute to each school by April 10 a list of the names of members who have indicated an interest in a transfer or members that have indicated an interest in an exchange and have not been successful in arranging a mutual exchange:

- Members wishing their names to appear on this list must notify the Mutual Exchange/Transfer Committee in writing by April 1 using Form A;
- It is understood that members still wishing to arrange mutual exchanges may do so until May 31

L20.13.5 Mutual exchanges/transfers requested under this Article will be considered by the Mutual Exchange/Transfer Committee between May 1st and May 15th, and if recommended by the committee and supported by the appropriate principals, will be submitted to the Employer for approval. All mutual exchanges will be considered first followed by transfers.

L20.13.6 The Employer will consider the mutual exchanges no later than the regular June Board meeting.

ARTICLE 21 PERFORMANCE APPRAISALS

L21.1.1 Performance Appraisals of members will be completed in accordance with the Board's current Performance Appraisal Support Document or in accordance with any future amended Board Performance appraisal Support Document.

- L21.1.2 The Board will consult with the federation prior to making any changes to the performance appraisal procedure.
- L21.2 A member will be given, at minimum, three (3) working days' notice of the implementation of the performance appraisal. The performance appraisal report shall only include observation data collected by the evaluator during the implementation of the performance appraisal.
- L21.3 A member shall receive a copy of the written appraisal and is entitled to make written comments in response to the documentation. Such documentation and comments will be retained as part of the member's personnel file.
- L21.4 The completed performance appraisal shall be made available to the member at the earliest possible opportunity, but no later than ten (10) working days from the date of completion.
- L21.5 The Board will notify the Bargaining Unit when a member receives a "needs development" in any category.
- L21.6 No member of the bargaining unit shall evaluate or participate in the evaluation of another member of the bargaining unit.
- L21.7 Should the performance appraisal indicate that the member's performance is unsatisfactory, specific recommendations for the necessary improvements required to achieve a satisfactory performance shall be provided in an improvement plan.
- L21.8 An employee shall have the right to OSSTF representation at a meeting to receive the results from the performance appraisal procedure. If the performance appraisal results in a "needs improvement", the employee shall have the right to OSSTF representation at all subsequent meetings related to the performance appraisal procedure.

ARTICLE 22 PROFESSIONAL DEVELOPMENT AND TRAINING

- L22.1.0 The Board will continue to have a mechanism in place to provide Affinity Groups with opportunities to provide input on professional development and training.
- L22.1.1 In the fall, as part of a monthly Affinity Group meeting, members will be given the opportunity to share with their supervisor any input they may have related to professional development and training opportunities. All input should be aligned with the LDSB Strategic Plan and the LDSB Mental

Health and Wellness Strategy and should align with all Educational Services guidelines and LDSB procedures related to professional learning.

ARTICLE 23 GRIEVANCE PROCEDURE

L23.1 The following definitions shall apply to this Article:

- I. A “grievance” shall be defined as a complaint arising from the interpretation, application, administration or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.
- II. A ‘party’ shall be defined as:
 - a. the Professional Student Services Personnel Bargaining Unit; or
 - b. the Board
- III. In this Article ‘days’ shall mean school days unless otherwise indicated.

L23.2 A member shall have the right to have present a representative from the OSSTF at each stage of the grievance-arbitration procedure.

L23.3 Complaint Stage

L23.3.1 If a member is unable to resolve a complaint by informal discussion with the member’s Principal or supervisor, then the Bargaining Unit Executive or recognized representative, may initiate a complaint within twenty-five (25) days of the day the cause of the complaint becomes known, or reasonably ought to have been known, with the appropriate Principal or supervisor who shall answer the complaint within ten (10) days of receipt of the complaint.

L23.4 Grievance Procedure – Individual

L23.4.1 In the case of a grievance by the Bargaining Unit on behalf of a member, the following steps may be taken in sequence where informal attempts to resolve the matter with the Principal or Supervisor have failed.

Step 1

L23.5 If the reply of the Principal, or supervisor at the complaint stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources or designate, who shall meet with a representative from the Bargaining Unit within five days from the receipt of the grievance. The

Superintendent of Human Resources or designate shall answer the grievance in writing within ten (10) days following the meeting.

- L23.5.1 The grievance shall be in writing and shall contain:
- a) a description of how the alleged dispute is in violation of the collective agreement.; and
 - b) a statement of the facts to support the grievance, including the Article(s) claimed to have been violated; and
 - c) the remedy sought; and
 - d) the signature of the duly authorized official of the Bargaining Unit.

Step 2

- L23.6 If the reply of the Superintendent of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days of receipt of the reply to the Director of Education or designate. Should either party request a meeting, the Director of Education or designate shall meet with a representative from the Bargaining Unit within five days from the receipt of the grievance. The Director of Education or designate shall answer the grievance in writing within ten (10) days following the meeting (if applicable) or after receipt of the grievance.

L23.7 Grievance Procedure - Party

- L23.7.1 In the case of all other grievances by a party, (including a policy grievance or a grievance on behalf of a group of members, an individual member where other members are affected, a retired member or a deceased member), the party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

- L23.7.2 The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit.
- L23.7.2.1 The grievance shall be in writing and shall contain:
- a) a description of how the alleged dispute is violation of the collective agreement; and
 - b) a statement of the facts to support the grievance, including the Article(s) claimed to have been violated; and
 - c) the remedy sought ; and
 - d) the signature of the duly authorized official of the Party.

L23.7.2.2 The Director or designate shall meet with the Executive of the Bargaining Unit within ten (10) school days from the date the grievance was submitted and the parties to the meeting shall discuss the grievance. The decision of the Director or of the President of the Bargaining Unit shall be forwarded in writing, together with the reasons therefore, within ten (10) school days of the meeting, to the grievor(s).

L23.8 Grievance Mediation

L23.8.1 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.

L23.8.2 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.

L23.9 Arbitration

L23.9.1 Either party desiring arbitration of a grievance shall refer it to arbitration within twenty (20) days of the reply from Step 2 for and Individual Grievance or from Step 1 of a Party Grievance as the case may be.

L23.9.2 The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration.

L23.9.3 The parties may agree to a mutually acceptable sole Arbitrator, or upon the request of either party, the parties may mutually agree to an Arbitration Board.

L23.9.4 The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

L23.9.5 The Arbitration Board or single arbitrator as the case may be, shall not make any decision which is inconsistent with any statute or any Regulation made thereunder, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.

L23.10 Cost of Arbitration

- L23.10.1 The fees for a single Arbitrator, or the Chair of an Arbitration Board, shall be shared equally by the parties. Each of the parties shall bear the expenses of its own appointee to the Arbitration Board.
- L23.10.2 All time limits fixed herein of the grievance procedures may be extended only upon the written consent of both parties.
- L23.10.3 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this agreement.
- L23.10.4 Should the investigation or processing of a grievance require that an involved member or Bargaining Unit representative be released from regular duties, the member shall be released without loss of salary or benefits.
- L23.10.5 Each party will notify the other party of the receipt of a written reply and its intention of further correspondence within the timelines required herein.
- L23.10.6 If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to be abandoned in the case of the Griever(s) and to have been moved forward to the next step in the case of the Respondent.
- L23.10.7 This clause does not supercede the powers of the arbitrator under Sec. 48 (16) of the Ontario Labour Relations Act, as amended.

ARTICLE 24 PART-TIME EMPLOYEES

- L24.1 A full-time employee who wishes to become employed part-time or a part-time employee who was full-time prior to becoming part-time within the past two years who wishes to return to full-time employment shall apply to the Board for approval at least three (3) months prior to the day part-time employment will commence or full-time employment will resume, as the case may be.
- L24.2 A part-time employee shall be paid a pro-rated salary and where applicable, a pro-rated responsibility allowance, based on the time the employee's part-time employment bears to full-time employment.

- L24.3 The Board shall contribute one hundred percent (100%) of the premium cost for benefit plans in which a part time employee participates.

The Board shall contribute a pro-rated share of premium costs for part-time employees whose employment is less than 50%.

ARTICLE 25 WORKING CONDITIONS

- L25.1 The hours of work and the normal work week for all employees shall consist of five (5) days of seven (7) hours each, Monday to Friday, inclusive.
- L25.2 Each employee is entitled to an uninterrupted unpaid period of a minimum of forty (40) consecutive minutes for lunch, free from assigned duties, between the hours of 11:00 and 2:00 p.m.
- L25.3 The work year shall be the school year.
- L25.4 The parties agree that an employee who agrees with a request from the Board to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled with the mutual agreement of the employee and the Principal of Educational Services or designate during the course of the school year.
- L25.5 Bargaining Unit member(s) shall not be required to perform duties normally performed by other employees of the Board.
- L25.6 In the event of extremely severe weather (i.e. cancellation of bus transportation), or if a public road is not plowed for the day, the employee, after consultation with the site administrator, may be directed to report to an alternate site, or report late to their work location when road conditions permit. There shall be no loss of pay for the employee. The leave is not deducted from accumulated sick leave.
- L25.7 The Board agrees to comply with the provisions of the Occupational Health and Safety Act, as amended, and the Regulations made thereunder.
- L25.8 Additional Hours of Work**
- L25.8.1 Employees who are requested by their primary supervisor to work beyond the hours normally scheduled in the conduct of their regular and part-time assignments to meet the operational requirements of the Employer (e.g. evenings, weekends, additional days) shall be entitled to equivalent time off in lieu, at a mutually agreeable time. In situations where a secondary

supervisor requests that an employee work beyond their normally scheduled hours, it is incumbent on the secondary supervisor to communicate their request to the employee's primary supervisor before the request is completed. Lieu Time accumulated during the year is to be taken off by the end of the school year.

L25.9 Job Security

- L25.9.1 No Bargaining Unit Employee shall be laid off or be refused the right of recall as a result of the Board contracting out services normally provided by Bargaining Unit Members. The Board further agrees to not contract out positions that have been vacated as a result of retirement or resignation (i.e. attrition).
- L25.9.2 The Employer shall not contract out work regularly performed within the job classifications as set out in this Collective Agreement without the prior consent of the Bargaining Unit.

L25.10 Discrimination & Harassment in the Workplace

- L25.10.1 The Board and the Bargaining Unit shall not discriminate on the grounds of age, creed (religion), sex (including pregnancy and breast feeding), gender identity, family status (such as being in a parent-child relationship), marital status (including the status of being married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), disability (including mental, physical, developmental or learning disabilities), race, ancestry, place of origin, ethnic origin, citizenship, colour, record of offences (criminal conviction for a provincial offense, or for an offense for which a pardon has been received), association of relationship with a person identified by one of the above grounds or perception that one of the above grounds applies, as defined by the Ontario Human Rights Code, as amended.
- L25.10.2 There shall be no discrimination or harassment practiced by reason of a employee's membership or activity in the Federation.
- L25.10.3 The Board believes and is obligated to ensure that all employees are entitled to a healthy and safe environment free from harassment or discrimination in the workplace.
- L25.10.4 To this end, all employees have a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.

- L25.10.5 The Bargaining Unit may request to review Administrative Procedure AP 411, no more than once every two years through the Joint Board-Bargaining Unit Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Bargaining Unit shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Bargaining Unit may request to make representation to appropriate Board personnel and/or Committees.
- L25.10.6 It is recognized that a broader consultative process will be undertaken, which will include the Bargaining Unit.

ARTICLE 26 GENERAL PROVISIONS

- L26.1 Employees shall normally be members of the Ontario Municipal Employees Retirement System. The Board shall make the employer's share of contributions.
- L26.2 The Employer acknowledges the right and responsibility of employees to comply with the code of ethics of their respective professions. The codes of ethics recognized by the Employer and the Bargaining Units shall be: the Code of Ethics of the College of Psychologists of Ontario, the Code of Ethics of the College of Audiologists and Speech-Language Pathologists of Ontario, the Code of Ethics of the Ontario College of Social Workers and Social Service Workers, the Code of Ethics of the Ontario Association of Counselling and Attendance Services and the Professional and Ethical Compliance Code for Behaviour Analysts.
- L26.3 The Bargaining Unit shall be entitled to post notices on a bulletin board reserved for this purpose in each work location where employees are based.
- L26.4 The Board shall be responsible for printing and distributing a copy of this Agreement to each incumbent and newly-hired employee.
- L26.5 The Board agrees to negotiate the terms and conditions of employment of any newly-created professional support positions covered by this Agreement.

ARTICLE 27 TERM EMPLOYEES

- L27.1 Term employees are employees hired to fill positions
- (a) vacated by employees in the Bargaining Unit for periods of time that are ten or more consecutive working days but not more than one year, or
 - (b) created as additions to complement for periods of time that are ten or more consecutive working days but not more than one year, shall be covered by certain terms and provisions of this Agreement commencing with the tenth day of employment, as specified in Article 25.02.

- L27.2 Term employees shall be covered by the following Articles of this Agreement:

Article 1	Purpose
Article 2	Recognition
Article 3	Membership
Article 4	Communications
Article 5	Management Rights
Article 7.2	Representation
Article 9	Salary
Article 11.3	WSIB
Article 11.7	Payment in Lieu of Benefits
Article 12	Holidays
Article 13	Vacation / Vacation Pay (applicable provisions)
Article 15	Family Medical Leave
Article 16	Other Leaves
Article 18.1.1	Cumulative Sick Leave
Article 23	Grievance Procedure
Article 25	Working Conditions
Articles 26.1, 26.2	General Provisions
Article 29	Term of Agreement

- L27.3 Term Employees shall be paid in accordance with clause 19.09 of this Collective Agreement.

- L27.4 Any time spent in the employ of the Board as a qualified term employee shall count for experience for grid placement purposes should the term employee be hired as a permanent member of the Bargaining Unit.

ARTICLE 28 OCCUPATIONAL HEALTH AND SAFETY

- L28.1 It is mutually agreed that both parties will cooperate to the fullest extent in the prevention of accidents and the promotion of health and safety in the Board's facilities having regard for the Occupation Health and Safety Act.
- L28.2 The Board shall ensure that first aid and safety (including WHMIS) training programs are normally available to members during regular school hours.

ARTICLE 29 TERM OF AGREEMENT

- L29.1 This Agreement shall be in effect from **September 1, 2019** and shall automatically 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, in accordance with the Ontario Labour Relations Act.
- L29.2 If either party gives notice of its desire to negotiate amendments in accordance with 25.01 above, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- L29.3 Changes to this Agreement shall be made only with the mutual consent, in writing, of the parties. Revisions or amendments to the Agreement shall not be effective unless and until they have been ratified by the parties.
- L29.4 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lockout" shall be as defined in the Labour Relations Act.

APPENDIX A: SALARY SCHEDULES

Attendance Counsellor

	1-Sep-18	1-Feb-19	31-Aug-19	1-Sep-19	1-Sep-20	1-Sep-21
0	\$69,923	\$70,622	\$70,975	\$71,684	\$72,401	\$73,125
1	\$72,369	\$73,093	\$73,458	\$74,193	\$74,935	\$75,684
2	\$74,843	\$75,591	\$75,969	\$76,728	\$77,495	\$78,270
3	\$77,257	\$78,029	\$78,419	\$79,203	\$79,995	\$80,795

Student Support Counsellor/ Adolescent Care Worker

	1-Sep-18	1-Feb-19	31-Aug-19	1-Sep-19	1-Sep-20	1-Sep-21
0	\$58,315	\$58,898	\$59,193	\$59,783	\$60,381	\$60,985
1	\$60,770	\$61,377	\$61,684	\$62,302	\$62,925	\$63,554
2	\$63,279	\$63,911	\$64,231	\$64,874	\$65,523	\$66,178
3	\$66,018	\$66,679	\$67,012	\$67,681	\$68,358	\$69,042

Speech Pathologists

	1-Sep-18	1-Feb-19	31-Aug-19	1-Sep-19	1-Sep-20	1-Sep-21
0	\$69,844	\$70,542	\$70,895	\$71,604	\$72,320	\$73,043
1	\$72,440	\$73,164	\$73,530	\$74,265	\$75,008	\$75,758
2	\$75,031	\$75,781	\$76,160	\$76,922	\$77,691	\$78,468
3	\$77,783	\$78,561	\$78,954	\$79,744	\$80,541	\$81,346
4	\$81,777	\$82,595	\$83,008	\$83,839	\$84,677	\$85,524
5	\$85,566	\$86,421	\$86,853	\$87,722	\$88,599	\$89,485
6	\$89,436	\$90,330	\$90,782	\$91,690	\$92,607	\$93,533

Clinical Group - Registered Psychologist

	1-Sep-18	1-Feb-19	31-Aug-19	1-Sep-19	1-Sep-20	1-Sep-21
0	\$77,422	\$78,196	\$78,587	\$79,374	\$80,168	\$80,970
1	\$80,804	\$81,612	\$82,020	\$82,840	\$83,668	\$84,505
2	\$84,798	\$85,646	\$86,074	\$86,936	\$87,805	\$88,683
3	\$88,711	\$89,599	\$90,047	\$90,947	\$91,856	\$92,775
4	\$92,901	\$93,830	\$94,299	\$95,242	\$96,194	\$97,156
5	\$96,775	\$97,743	\$98,231	\$99,214	\$100,206	\$101,208
6	\$100,322	\$101,325	\$101,832	\$102,850	\$103,879	\$104,918

Clinical Group MA, Social Worker, Board Certified Behaviour Analyst

	1-Sep-18	1-Feb-19	31-Aug-19	1-Sep-19	1-Sep-20	1-Sep-21
0	\$65,179	\$65,831	\$66,160	\$66,821	\$67,489	\$68,164
1	\$70,099	\$70,800	\$71,154	\$71,866	\$72,585	\$73,311
2	\$73,787	\$74,525	\$74,898	\$75,648	\$76,404	\$77,168
3	\$77,783	\$78,561	\$78,954	\$79,744	\$80,541	\$81,346
4	\$81,777	\$82,595	\$83,008	\$83,839	\$84,677	\$85,524
5	\$85,566	\$86,421	\$86,853	\$87,722	\$88,599	\$89,485
6	\$89,436	\$90,330	\$90,782	\$91,690	\$92,607	\$93,533

Clinical Group - Registered Psychological Associate

	1-Sep-18	1-Feb-19	31-Aug-19	1-Sep-19	1-Sep-20	1-Sep-21
0	\$69,504	\$70,199	\$70,550	\$71,256	\$71,969	\$72,689
1	\$73,122	\$73,854	\$74,223	\$74,965	\$75,715	\$76,472
2	\$76,739	\$77,506	\$77,893	\$78,672	\$79,459	\$80,254
3	\$80,351	\$81,155	\$81,561	\$82,378	\$83,202	\$84,034
4	\$84,270	\$85,113	\$85,538	\$86,394	\$87,258	\$88,131
5	\$88,533	\$89,419	\$89,866	\$90,765	\$91,673	\$92,590
6	\$92,204	\$93,126	\$93,591	\$94,527	\$95,472	\$96,427

SELF-FUNDED LEAVE (X/Y) PLAN

All provisions of the Self-funded Leave Plan shall comply with the Canadian Income Tax Act.

- a) This plan is available to employees who wish to take a leave of absence, with pay, by spreading x years salary over a y year period. X shall be less than y and y must not be less than three (3) years or exceed seven (7) years. The self funded leave must be taken in the y year of the plan.
- b) The employee shall assume the responsibility of making themselves aware of the implications of the plan related to its effect on an employee's pension provisions and income tax implications.
- c) Applications shall be submitted to Human Resources. The Bargaining Unit shall be notified of those applications that have been approved. Applications shall be considered by April 1st to begin the program the following September.

The granting of such a leave shall be governed by the following criteria:

- i. the employee has been a continuous permanent employee with the Board for a period of at least two (2) years;
 - ii. the employee is unlikely to be declared surplus during the term of the plan;
 - iii. the employee must declare that, except in the case of unforeseen extenuating circumstances, they intend to serve the Board to the end of the completion of the plan;
 - iv. the potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
 - v. such other criteria as considered by the Superintendent of Human Resources to be appropriate in the individual circumstances.
- d) All leaves approved by the Superintendent of Human Resources shall be forwarded to the Board for information. Denial by the Superintendent of Human Resources shall not be considered a violation of this Agreement.
 - e) In the y years of the plan, the employee will be paid a fraction of their salary equal to x/y. The remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by the Board to help finance the year of the leave. Interest on the amount will be paid annually to the employee. The amount of salary withheld by the Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust

account” will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution’s regular “bonus” savings account.

- f) A ledger reference of each individual employee’s contribution shall be maintained by the Board. A statement of each employee’s account will be issued at the end of each school year.
- g) In the leave year (the y year) of the plan the employee shall receive an amount equal to the accumulated amount in the employee’s account as of the last banking day of the month at least one month preceding the month in which the leave commences.

This amount shall be paid to the employee during the leave in equal installments in accordance with Article 8.05.

Any residual amount in the employee’s account shall be paid to the employee in the employee’s final pay of the leave period.

- h) During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, excepting Pension or O.M.E.R.S. shall be maintained according to the Collective Agreement at a level as if the employee was being paid at their normal regular salary.
- i) The employee’s fringe benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the employee was being paid at their normal regular salary.
- j) On return from leave, an employee shall be assigned to a position similar to that held prior to going on leave. If such a position no longer exists, the placement of the employee shall be determined by applying the appropriate sections of the Collective Agreement. Notwithstanding the above, the employee may agree to accept an alternate placement, mutually agreed upon by the employer and the employee.
- k) An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year’s seniority.
- l) Sick leave credits and vacation credits shall not accumulate during the year spent on leave.
- m) Pension deductions are to be continued as provided by O.M.E.R.S. during all years that the employee is participating.

- n) An employee may withdraw from the plan at any time prior to taking their leave of absence provided that they have applied to Human Resources for withdrawal. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the employee immediately upon notification of their desire to leave the plan.
- o) Should an employee die while participating in the plan any balance in the employee's account at the time of death shall be paid to the employee's estate. Any amount due to the Board shall be an obligation of the employee's estate and binding upon the employee's heirs, executors or administrators.
- p) All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- q) Income tax shall be deducted on the actual amounts received by the employee during each of the y years of the plan, subject to the income tax regulations in effect at that time.
- r) During the self-funded leave year, the employee may engage in such plans of education and employment as they choose, except that they may not be employed as an employee of The Limestone District School Board.
- s) The financial aspects of this Article shall be administered by the Superintendent of Business Services.

Signed the _____ day of _____, 2020.

For the Board:

For the Federation:

LETTER OF UNDERSTANDING

BETWEEN

LIMESTONE DISTRICT SCHOOL BOARD

AND

OSSTF, DISTRICT 27

PROFESSIONAL STUDENT SERVICES PERSONNEL

RE: Review of Clauses 16.05, 16.06 and 16.07 - Retirement Gratuity

The Parties hereby agree to form a committee comprised of representatives as follows:

- PSSP - 3 members
- Board - 3 members

The purpose of the committee is to investigate alternative methods of providing a retirement gratuity to employees not entitled to such under the current collective agreement. The Parties shall, prior to the expiration of the current collective agreement meet to review the options and costs of alternative plans for employees not entitled to a retirement gratuity.

OSSTF District 27, PSSP agrees to bring forward proposals to be discussed. Upon mutual agreement of the Parties, specialized personnel may be brought into the discussion as required.

Signed the _____ day of _____, 2020.

For the Board:

For the Federation:

LETTER OF UNDERSTANDING

BETWEEN

LIMESTONE DISTRICT SCHOOL BOARD

AND

OSSTF, DISTRICT 27

PROFESSIONAL STUDENT SERVICES PERSONNEL

RE: Workspace for PSSP Members

The Parties understand the importance of having an adequate provision of office work space for PSSP employees as well as work space for individual PSSP employees working within a school setting.

The parties agree to the use of the Board/Federation Committee to address and resolve workspace related concerns such as privacy, suitable furniture, access to telephone or any other requirement as deemed necessary for PSSP members to perform their job requirements.

Signed the _____ day of _____, 2020.

For the Board:

For the Federation:

MEMORANDUM OF AGREEMENT

BETWEEN THE
LIMESTONE DISTRICT SCHOOL BOARD
AND THE
O.S.S.T.F. DISTRICT 27 P.S.S.P. BARGAINING UNIT

Annual School Assignment Process for Itinerant Educational Services Staff & Team Assignments

A school assignment process will be held each June for Itinerant Educational Services Staff in an effort to define school work assignments for the following work year.

For the purposes of this Memorandum, Itinerant Educational Services Staff are defined as employees represented by the OSSTF PSSP Bargaining Unit and provide service to students within a group of schools/sites.

Process

- a) By May 31st subject to budget approval, the Supervising Principal, Learning for All and/or designate will determine the Itinerant Educational Services Staff service delivery model for the following work year and share this information with the President and District President of District 27 PSSP Bargaining Unit. The information is then shared with Itinerant Educational Services Staff for the purposes of assigning school/site work assignments.
- b) Assignments will be made through extensive collaboration, teamwork and problem solving among the Itinerant Educational Services Staff and the Principal of Educational Services and/or designate.
- c) In the event that an Itinerant Educational Services Staff member finds the school/site work assignment(s) objectionable, it is understood that the parties (Itinerant Educational Services Staff member and the Principal of Educational Services or designate) and District President will make attempts within three (3) working days to collaboratively problem solve and find a reasonable solution for the Itinerant Educational Services Staff member. It is also understood that this process and solution may involve other staff members of the same affinity group and their initial assignment(s).

- d) In the event that the parties (Itinerant Educational Services Staff member and the Principal of Educational Services or designate) reach an impasse on finding a reasonable solution for the Itinerant Educational Services Staff member, school assignments will be assigned on the basis of seniority among the entire affinity group. It is understood that the OSSTF District President and a representative from the Human Resources department shall become involved at this stage to assist with the process.

It is agreed that should the Principal of Educational Services or designate determine that adjustments are required to be made to the initial school assignments (as identified in a) above), the above process will be followed to accommodate the required adjustments.

Team Assignments

The parties recognize that Educational Services Staff Team Assignments (e.g. Behaviour Action Team, Autism Team etc.) shall be determined by the Employer to meet system needs and may be formed and dissolved as required by the Employer. Should the Employer dissolve a team, the Board agrees to provide the Federation with thirty (30) calendar days notice of the date at which the position/team will be eliminated. It is understood that the composition of the teams may vary depending upon system needs. All Educational Services Staff Team Assignments are lateral assignments from regular Itinerant Educational Services Staff assignments.

Notification of new Team Assignments will be provided to all internal employees in the form of an internal assignment posting and shall include the pertinent posting information as described in Article 20.02. The parties agree that Team Assignments shall be assigned through competition as outlined in Articles 20.03 and 20.04.

If there are no successful internal or external candidates for a particular Team Assignment it is recognized that the Employer may assign or reassign as necessary.

Where an incumbent staff member wishes to leave a Team Assignment, such request must be made in writing to the Principal of Educational Services no later than April 1st to take effect the following school year. It is understood that the staff member may be required to remain in the Team Assignment should the Team Assignment remain unfilled.

It is understood that Team Assignments will not be made through the Annual School Assignment Process for Itinerant Educational Services Staff as outlined above.

Adolescent Care Workers (ACW)

Should an ACW be successful in their application for the term Educational Services Team Assignment the Secondary School ACW position vacated by the ACW filling the Educational Services Team Assignment shall be filled temporarily, for the two year term, through internal competition. Subsequent vacancies shall be filled the same way;

The ACW filling the Educational Services Team Assignment shall have the right to return to their original Secondary School ACW position for up to two (2) years. Should the ACW opt to return to their Secondary School ACW position, all subsequent staffing changes tied to the term Assignment will be reversed accordingly. If, by mutual consent, the term Educational Services Team Assignment is extended beyond the two-years, the ACW shall forfeit their right to their original Secondary School ACW position and will be deemed a Student Support Counsellor within the Educational Services department for purposes of future assignments.

Signed the _____ day of _____, 2020.

For the Board:

For the Federation:

LETTER OF AGREEMENT

Between

LIMESTONE DISTRICT SCHOOL BOARD

And

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing

OSSTF, DISTRICT 27, PROFESSIONAL STUDENT SERVICES PERSONNEL

Re: Services provided by members of the Bargaining Unit

The parties agree to create a workgroup consisting of three representatives of the Bargaining Unit and three representatives of the Board to discuss the issue of outside agencies and other parties providing services within schools of the Board which may overlap with services provided by the bargaining unit.

Signed this _____ day of _____, 2020

For OSSTF:

For the Board:

LETTER OF AGREEMENT

Between

LIMESTONE DISTRICT SCHOOL BOARD

And

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing

OSSTF, DISTRICT 27, PROFESSIONAL STUDENT SERVICES PERSONNEL

Re. Hours Reported for EI Purposes

The parties have agreed, without precedent and without prejudice that the Board will report eight (8) hours for all members of the PSSP Bargaining Unit, prorated to the employee's FTE to Service Canada for the purposes of Employment Insurance.

Signed this _____ day of _____, 2020

For OSSTF:

For the Board:

MEMORANDUM OF AGREEMENT

between

The Limestone District School Board
(hereinafter the Board)

and

Ontario Secondary School Teachers' Federation, District 27
Professional Student Services Personnel

RE: School Consolidation Bumping Procedure

The parties acknowledge that this procedure has been created to address employee surplus and layoff situations arising from school accommodation. As such, the parties hereby agree to the following process which is to be used in conjunction with Article 17 of the Collective Agreement:

An employee who is displaced from their position and becomes surplus will have the following options:

- 1) bumping the least senior individual who holds the same position, or
- 2) bumping the least senior individual within the Student Resource Personnel classification in accordance with Article 17.

For clarification, it is understood that should the surplus employee chose to bump the least senior individual who holds the same position (ACW to ACW) as indicated in number one (1) above, the employee who was made surplus as a result will have the option of bumping the least senior employee within their classification (Student Resource Personnel) as defined by Article 17.04 or accept the layoff.

It is understood that all individuals taking part in a bumping exercise must have the requisite qualifications at the time the bump is made.

Signed this _____ day of _____, 2020

For OSSTF:

For the Board:

LETTER OF UNDERSTANDING

Between

LIMESTONE DISTRICT SCHOOL BOARD

And

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing

OSSTF, DISTRICT 27, PROFESSIONAL STUDENT SERVICES PERSONNEL

Future Statutory Leave of Absence Provisions

Where a statutory leave of absence is passed into law under the Employment Standards Act, 2000 S.O. 2000 after the signing of this agreement, it is understood that the Board will review the leave and determine its qualification for Supplemental Employment Benefits (SEB), in accordance with C11.0 Statutory Leaves of Absence/SEB.

It is further understood that the Board will consult with Bargaining Unit prior to making its determination above.

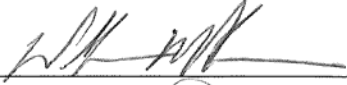
Signed this _____ day of _____, 2020

For OSSTF:

For the Board:

IN WITNESS whereof The Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

LIMESTONE DISTRICT SCHOOL BOARD

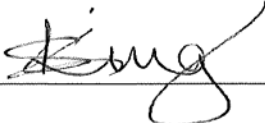


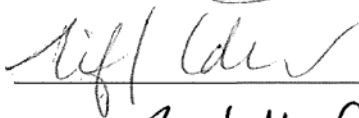


Signed the 7 day of October, 2021.

IN WITNESS whereof the Ontario Secondary School Teachers' Federation has executed this Agreement attested by the authorized representatives of the Ontario Secondary School Teachers' Federation and the Professional Student Services Personnel Bargaining Unit of the Ontario Secondary School Teachers' Federation, District #27, representing the Professional Student Service employees employed by The Limestone District School Board:

PROFESSIONAL STUDENT SERVICES PERSONNEL







Signed the 29th day of September, 2021.