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**COLLECTIVE AGREEMENT**

**between**

**RAINBOW DISTRICT SCHOOL BOARD**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
EDUCATIONAL SUPPORT STAFF UNIT (E.S.S.U.)  
OF DISTRICT 3  
OFFICE, CLERICAL, TECHNICAL**

**Effective September 1, 2019 to August 31, 2022**

## **PART A – CENTRAL TERMS**

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

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

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

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

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

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

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

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

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

### C3.00 DEFINITIONS

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

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

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

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

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

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

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



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

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

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

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

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

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

**C5.4 Grievance Shall Include:**

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

**C5.5 Referral to the Committee**

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

**C5.6 Voluntary Mediation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **C10.00 BENEFITS**

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

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

### **C10.3 Funding**

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

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

Funding shall be made retroactive to September 1, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Supplemental Employment Benefits (SEB)**

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

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

## **C12.00 SICK LEAVE**

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

- a) **Sick Leave Benefit Plan**

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

- b) **Sick Leave Days**

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

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

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

- d) **Eligibility and Allocation**

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

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



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

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

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

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

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

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

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

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

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

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

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

**g) Administration**

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

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

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

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

## **C13.00 MINISTRY INITIATIVES**

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

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

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

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

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

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time.  
Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.

First Day of Absence:

General Nature of Illness (please do not include diagnosis):

Date of Assessment:  
dd mm yyyy

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

#### PHYSICAL (if applicable)

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

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above</b> <b>shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
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**2B: COGNITIVE (please complete all that is applicable)**

<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

**3: Health Care Professional to complete.**

From the date of this assessment, the above will apply for approximately:	Have you discussed return to work with your patient?
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	<input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable):	Start Date:                      dd           mm           yyyy
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	

4: Recommended date of next appointment to review Abilities and/or Restrictions:                      dd           mm           yyyy

<b>Completing Health Care Professional Name:</b> (Please Print)	
<b>Date:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Signature:</b>	

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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



**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**RE: Job Security**

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

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**BETWEEN**

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

**AND**

**The Crown/Couronne**

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

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

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

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

## **LETTER OF AGREEMENT #4**

### **BETWEEN**

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

### **AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

**The Council of Trustees' Associations/  
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(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  
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**AND**

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

**AND**

**The Crown**

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

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

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

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

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Benefits**

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

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

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

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

**1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

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

## **2.0.0 ELIGIBILITY and COVERAGE**

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

## **3.0.0 FUNDING**

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

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

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

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

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
  - a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

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

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



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

#### **4.0.0 TRANSITION COMMITTEE**

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

#### **5.0.0 PAYMENTS**

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

#### **6.0.0 ENROLMENT**

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

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

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

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

#### **8.0.0 CLAIMS SUPPORT**

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

#### **9.0.0 PRIVACY**

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

#### Appendix A – HRIS File

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

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

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

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

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

**1. Pregnancy Leave Benefits**

Definitions

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

Common Central Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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LETTER OF AGREEMENT – Return to Work/Accommodation Plan  
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## ARTICLE L1 - GENERAL PURPOSE

L1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Board and the employees, to provide for an ongoing means of communication between the Union and the Board, and the prompt and equitable disposition of grievances, and the final settlement of disputes, and to establish and maintain terms and conditions of employment in accordance with the provisions of this Agreement.

## ARTICLE L2 - EFFECTIVE PERIOD

L2.01 This Agreement shall be in effect from date of ratification by both Parties to August 31, 2022 and shall remain in effect from year to year thereafter unless either Party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.

L2.02 In the event that either Party gives notice as defined in Article L2.01, the Parties will meet to negotiate within fifteen (15) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.

L2.03 This Agreement shall supersede all previous agreements. Except for error, inadvertence or omissions, it shall form the basis for determining all salaries and other conditions defined herein. Amendments to the provisions herein contained shall be made only by mutual written consent of the Parties.

L2.04 Notwithstanding the above, amendments and/or revisions to this Agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

## ARTICLE L3 – SCOPE AND DEFINITIONS

L3.01 a) The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive Bargaining Agent for all Office, Clerical and Technical employees employed by the Rainbow District School Board save and except Executive Assistants, Facilities Supervisors, Assistant Managers (and all persons above the rank of Assistant Manager), Payroll Supervisor, Human Resources Staff, Executive Assistants – Academic, Communications Officer, Accountant, Technology Information Supervisor and all other persons covered by an existing collective agreement.

b) (i) The parties agree that for the term of this agreement, there shall be no restriction on contracting out by the Employer of work or services now performed by union employees, provided the job posting process outlined in Article L10 has been exhausted and that no permanent or probationary employee hired prior to the expiration of this agreement shall, as a result

of such contracting out, lose employment or suffer a reduction of regular daily or weekly hours of work.

- (ii) The Board agrees to advise the Bargaining Unit President prior to contracting out any bargaining unit work.

- c) No volunteer(s) or Co-op student(s) shall have access to any information covered by the *Freedom of Information and Protection of Privacy Act*.

L3.02 The Board recognizes the right of O.S.S.T.F. to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

L3.03 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

L3.04 a) "Full-time employee" as referred to in Article L11 means an employee who is normally and regularly scheduled to work 35 hours per week (or two half-time positions of 17.5 hours) worked in five (5) days of seven (7) hours each Monday to Friday. Normally and regularly scheduled hours shall not commence prior to 7:00am.

- b) "PART-TIME" employee means an employee who shall work fewer hours than a full-time employee as defined in Article L3.04 a). The number of hours worked shall be the number specified in the job posting for any particular position.

L3.05 A "temporary employee" is an employee hired to work in excess of three (3) months either full-time or part-time for:

- a) a specific term or task, or
- b) replacement of an employee who is absent.

L3.06 A "casual employee" is an employee hired to work on an irregular basis during periods of heavy workload and in cases of emergency, for a period not exceeding three (3) months.

It is understood and agreed that casual employees may be employed on a full or part-time basis. A casual employee shall not be deemed to have seniority or be a probationary employee.

- L3.07 The term “probationary employee” when used in this Agreement, refers to an employee employed by the Board within the bargaining unit of this Agreement, who has not completed the probationary period outlined in Article L7.
- L3.08 The term “permanent employee” when used in the Agreement refers to an employee who has successfully completed the probationary period.
- L3.09 “Itinerant employee” shall mean any employee whose assignment includes duties in more than one work location in a day.
- L3.10 “Agreement” shall mean the agreement between Rainbow District School Board and the Educational Support Staff Unit, District 3 OSSTF.
- L3.11 “Board” or “employer” shall mean Rainbow District School Board and where applicable any predecessor Boards.
- L3.12 “Day” shall mean an employee’s working day unless otherwise defined.
- L3.13 “Department” shall refer to each of the following Board Office Departments:  
  
Finance Department, Information Services Department, Human Resources Department, Facilities Department.
- L3.14 “District” shall mean Rainbow District 3 of OSSTF.
- L3.15 “Employee” shall mean any person working for Rainbow District School Board and covered by this Agreement.
- L3.16 “Field Secretary” is a member of the OSSTF secretariat assigned to the OSSTF district and therefore to all bargaining units in that district.
- L3.17 “Grievance” shall mean any matter arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- L3.18 “Member” shall mean a member of the Union.
- L3.19 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- L3.20 “Party” shall mean the Union and/or the Board.
- L3.21 “Union” shall mean the Educational Support Staff Unit of District 3 OSSTF.
- L3.22 “Workplace” shall mean each location where one or more members of the Union is/are employed, and shall include departments.

L3.23 "Surplus" shall mean a member whose current position is no longer available to that member, and who has rights to the bumping process outlined in Article L19.

#### **ARTICLE L4 - MANAGEMENT RIGHTS**

L4.01 The Union recognizes the right of the Employer to manage its school system in accordance with the laws and regulations, and to make, enforce, and amend, from time to time, reasonable rules and regulations to be observed by employees.

L4.02 The Union recognizes the right of the Employer, subject to any provisions of this Agreement and appropriate legislation to manage the affairs of the Board including the right to hire, direct, classify, transfer, promote, demote and lay-off.

The parties agree that no employee shall be:

- a) Disciplined, suspended or discharged, except for just cause; and
- b) Notwithstanding L4.02 (a), the parties agree that the Board may dismiss a probationary employee at a lesser standard.

L4.03 The Board recognizes the right of District 3 OSSTF to represent a member at a meeting where discipline is to be imposed or where an allegation of misconduct is being investigated. The Board will inform the member that he/she has the right to have a District 3 OSSTF representative present. If the member elects to have District 3 OSSTF representation, no discussion of the issue will take place until the District 3 OSSTF representative is present in a timely fashion.

L4.04 The Board shall notify the Union, in writing, within three (3) working days when an employee is promoted, demoted, transferred, disciplined or terminated.

#### **ARTICLE L5 - UNION MEMBERSHIP AND FEE DEDUCTION**

L5.01 All employees of the Board covered by this Agreement shall, as a condition of employment, become and remain members in good standing of OSSTF according to the Constitution and By-laws of OSSTF. The OSSTF shall be the sole judge of the good standing of its members.

L5.02 The Board agrees to deduct from the wages of every employee covered by this Agreement those dues and assessments levied in accordance with the OSSTF's Constitution and By-laws, and to remit such monies to the Treasurer of OSSTF no later than the 15th day of the month following the month in which the deduction was made.

The Board shall accompany such remittance with a list identifying the names, work locations, all members on approved leave, amounts deducted for all employees from whose wages, monthly dues and assessments were deducted. A copy of the lists shall also be sent to the President of the Union.



### **L5.03 Local Levy**

The Board agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of the Union in June of each year for the upcoming year. The Board agrees to remit monies collected under this provision to the local Union office on a monthly basis.

L5.04 Any monies deducted under L5.02 and L5.03 shall be reflected as a deduction on employees' T4 slips.

L5.05 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

L5.06 The Board shall advise all new employees at the time of hire that a Collective Agreement is in effect and give a copy of the Collective Agreement to the employee and direct the employee to the Union President.

## **ARTICLE L6 – HUMAN RESOURCES FILE**

### **L6.01 Board Office Human Resources Files**

- a) An employee and/or their authorized designate shall have access during normal business hours to his/her human resources file at the Board Office. The employee must give written permission to the Board that allows a designate access to the file. The employee/designate may copy any material contained in these files. Requests to view files must be arranged in advance.
- b) If an employee disputes the accuracy or completeness of material in the human resources file, the Board shall, within 15 days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information. In any event, the employee shall be at liberty to contest the accuracy of completeness of such information and have the same recorded in his or her file.
- c) When the Board amends information under (b) above, the Board shall, at the request of the employee, notify within 5 school days all persons who received a report based on the inaccurate information.

### **L6.02 School and Department Files**

- a) An employee and/or designate shall have access, during normal business hours to his/her file in the department/school. The employee must give written permission to the Principal, which allows a designate access to the file. The employee/designate may copy any material contained in these files.
- b) At the request of the employee, the employee may be accompanied by one other person who shall have access to such information.
- c) (i) If the employee disputes the accuracy or completeness of material in the department/school file, the Principal shall, within 15 days from receipt of a written

request by the employee stating the alleged inaccuracy, either confirm or amend the information. In any event, the employee shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.

- (ii) When the Principal amends information under c) (i) above, the Principal shall, at the request of the employee, notify within 5 school days all persons who received a report based on the inaccurate information.
- d) The Principal will ensure that an employee receives copies of any material that may be placed in his/her school file within three working days of the material being filed. Failure to give a copy does not negate the existence of the document and will only result in a copy being provided once the oversight has been discovered.

L6.03 At the employee's request, documents contained in an employee's Human Resources, department or school file of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, violence or theft, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the employer's Human Resources, department or school files.

#### ARTICLE L7 – **PROBATIONARY PERIOD**

L7.01 All new employees other than temporary and casual of the Board, shall be considered to be on probation for a period of six (6) continuous months from date of permanent hire.

L7.02 If retained after the probationary period, the employee shall be credited with seniority from date of last hire.

# ARTICLE 8 – **COMPENSATION**

<u>Salary Schedule</u>		<u>Hourly Rates</u>		
		<u>Sept 1/19</u>	<u>Sept 1/20</u>	<u>Sept 1/21</u>
<u>Category I</u>	Min	17.32	17.49	17.67
Library Clerk	Step 2	18.19	18.37	18.56
	Step 3	19.06	19.25	19.44
	Step 4	19.93	20.13	20.33
	Step 5	20.78	20.98	21.19
	Max	21.65	21.87	22.09
<u>Category II</u>	Min	19.60	19.80	20.00
Video Resource Distributor	Step 2	20.62	20.83	21.04
Finance Clerk	Step 3	21.59	21.81	22.03
Media Centre Resource Distributor	Step 4	22.58	22.81	23.04
Payroll Clerk	Step 5	23.58	23.82	24.06
Facilities Clerk	Max	24.57	24.82	25.07
Secretary – Co-op Ed				
Support Clerk – Education Centre				
Support Clerk - FNMI				
<u>Category III</u>	Min	21.58	21.80	22.02
Communications Clerk	Step 2	22.65	22.88	23.11
ONSIS/MISA Support Clerk	Step 3	23.72	23.96	24.20
Secondary Administrative Assistant	Step 4	24.81	25.05	25.30
Senior Payroll Clerk	Step 5	25.89	26.15	26.41
Senior Facilities Clerk - Capital	Max	26.93	27.20	27.47
Senior Facilities Clerk - Operations				
<u>Category IV</u>	Min	24.72	24.97	25.22
Night School/Adult Ed. Administrative Assistant	Step 2	25.95	26.21	26.47
Information Services Clerk	Step 3	27.19	27.46	27.74
Administrative Lead	Step 4	28.43	28.72	29.00
	Step 5	29.66	29.96	30.26
	Max	30.91	31.22	31.53
<u>Category V</u>	Min	28.33	28.61	28.90
Education Centre Administrative Assistant	Step 2	29.76	30.06	30.36
Elementary Administrative Assistant	Step 3	31.18	31.49	31.81
Library Technician	Step 4	32.59	32.92	33.25
Information Technology Support Technician	Step 5	34.04	34.38	34.72
Programmer	Max	35.46	35.82	36.17
Alternative School Secretary				
<u>Category VI</u>	Min	30.87	31.17	31.49
Analyst	Step 2	32.38	32.70	33.03
Senior Administrative Assistant - Secondary	Step 3	33.93	34.27	34.61
Technical Director Performing Arts	Step 4	35.46	35.82	36.17
Sr. Information Technology Support Technician	Step 5	36.99	37.36	37.73
	Max	38.50	38.89	39.28
<u>Category VII</u>	Min	32.95	33.28	33.61
Technical Services Co-ordinator	Step 2	34.60	34.95	35.30
	Step 3	36.27	36.63	37.00
	Step 4	37.94	38.31	38.70
	Step 5	39.58	39.98	40.38
	Max	41.25	41.66	42.08
<u>Casuals</u>		16.08	16.24	16.40

#### L8.02 Increments for Permanent Employees

- (a) Each permanent employee will advance to the next step on the salary schedule commencing with the anniversary date of the employee's date of hire in the permanent position (referred to as the service review date).
- (b) Periods of absence without pay in excess of thirty (30) calendar days during a twelve month period shall cause the date for the employee's annual increment to be extended by the length of such absence in excess of 30 continuous calendar days. Periods while on statutory pregnancy/parental/adoption leave shall not be used to extend the date for the annual increment.
- (c) A permanent employee who is temporarily placed in a job in a higher category and who is subsequently permanently promoted to a job in that same category, will have his/her temporary service recognized for one step on the salary schedule of the permanent position provided:
  - (i) the service in the temporary position was a minimum of 12 continuous months; and
  - (ii) there was no break between the temporary and permanent positions excluding any school holidays.

A new service review date for future increment purposes will be determined based on the start date in the permanent position.

#### L8.03 Relieving Rate

A permanent employee who replaces temporarily in a higher paid category (either through a temporary posting or if requested by the Board) will be placed at the salary in the higher category which represents the next highest amount above the employee's present rate of pay. The next highest amount will not be less than 4% above the employees' present rate of pay.

When the employee returns to his/her former position the time served in the higher position will be used for increment purposes in the employee's permanent position.

#### L8.04 Promotion Rate

- a) A permanent employee who is promoted to a job in a higher category within the bargaining unit will be placed on the level of the salary schedule of the higher rated category so that he/she will receive no less an increase in salary than the equivalent of one step in the previous category (provided that it does not exceed the salary range of the category to which he/she has been promoted). Where the employee was at maximum of his/her previous category, the employee will be placed on the level of the salary schedule of the higher rated category so that he/she will receive no less an increase in salary than four percent (4%). Where

the employee has previous permanent experience with the Board in the same position to which he/she has been promoted within six (6) years of the promotion, such experience will be recognized for placement on the salary scale. A new service review date will be determined based on the start date in the new position.

The employee who moves to a job in a lower rated category will be placed at a level on the grid, if any, which most closely recognizes his/her experience level on the other grid.

- b) Where an employee is promoted from a temporary or casual position to a permanent position for which she/he already has previous permanent experience with the Board, the experience will be considered in determining placement on the grid up to Step 3.
- c) Where an employee moves to a job in a lower rated category, he/she will be paid the higher of:
  - i) the grid step that reflects the years of experience in the higher category; or
  - ii) if the employee moves to a lower rated job which he/she held prior to being promoted, he/she will be placed in the same grid step he/she was in prior to the promotion.

#### L8.05 Method of Payment

All employees covered by this Agreement will receive their pay by direct deposit in the bank of their choice.

All employees will be paid bi-weekly.

L8.06 The board will provide the annual T4 form to employees electronically. An employee who wishes to receive their T4 form by hard-copy will advise payroll by e-mail prior to January 31<sup>st</sup>.

- L8.07 i) Itinerant Information Technology Support Technicians are required to use their personal vehicle to transport school board equipment.
- ii) The employer shall complete a T2200 form for all Itinerant Information Technology Support Technicians prior to February 28<sup>th</sup> each year.

## ARTICLE L9 – GRIEVANCE AND ARBITRATION

### L9.01 General

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with as outlined below.

L9.02 No individual member or members of the Union or the Board may initiate a grievance except through the appropriate party.

### L9.03 Informal Procedure

It is the mutual desire of the parties hereto that complaints of employees be addressed as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of addressing his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within ten (10) days, it shall then be taken up as a grievance in the following manner and sequence:

### L9.04 Step 1

The Union may make written grievance to the immediate supervisor on the appropriate grievance form indicating the section of the collective agreement alleged to be violated.

The immediate supervisor shall deliver his/her decision in writing within ten (10) days following the day on which the grievance was presented to him/her.

The grievance shall contain:

- i) identification of the article or articles alleged violated;
- ii) a description of the alleged violation;
- iii) the relief sought; and
- iv) the signature of the duly authorized official of OSSTF and the member concerned.

### L9.05 Step 2

Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Superintendent of Business/Chief Financial Officer (or designate) within ten (10) days who shall render a decision within ten (10) days from the date on which the written grievance was presented to him/her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

A group grievance may be filed at Step 2, and a Union or Policy grievance shall be filed at Step 2 within ten (10) days following the circumstances giving rise to the complaint or grievance.

#### L9.06 Step 3

Failing satisfactory settlement at Step 2, the Union may within ten (10) days of receipt of the Step 2 answer submit the grievance to the Manager of Human Resources who will convene a meeting with the Board's Grievance Committee. The Committee shall meet with the Union within ten (10) days of receipt of the written request and shall answer the grievance in writing within ten (10) days of the meeting.

#### L9.07 Arbitration

- a) Failing satisfactory settlement at Step 3, of any grievance between the parties, such grievance may be submitted to arbitration provided that such a written request is received within thirty (30) days after the decision under Step 3.
- b) The party referring the grievance to arbitration as provided above shall at the same time indicate the desire for a sole arbitrator or an arbitration board. The other party shall respond in writing within ten (10) days responding to the request for a sole arbitrator and providing the names of three (3) arbitrators for consideration of the other party. If mutual agreement cannot be reached, the following procedure shall apply:
  - i) The party referring the grievance shall give notice to the other party, indicating the name and address of its appointee to the Arbitration Board.
  - ii) Within seven (7) days after the receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
  - iii) The two (2) appointees so selected shall, within ten (10) days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board.
  - iv) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour upon request of either party.
- c) The Arbitrator shall mean the Sole Arbitrator or the Arbitration Board, as the case may be. The Arbitrator shall be governed by the following provisions:
  - i) the Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it.

- ii) the Arbitrator shall determine procedure, but shall give full opportunity to all parties to present evidence and make representation.
  - iii) the Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
  - iv) the parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.
  - v) the Arbitrator shall have the power to amend the grievance; modify penalties, including discharge and disciplinary penalties; and take whatever action or make whatever decision considered by the Arbitrator to be just and equitable in the circumstances.
  - vi) the Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
  - vii) in the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.
- d) No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- e) Each of the parties hereto will bear the expense of the nominee appointed by it (if applicable) and the parties will share equally the fees and expenses, if any of the arbitrator.

L9.08 An employee whose presence is necessary at a hearing at any stage of the grievance process, including grievance and/or arbitration hearings, shall be released from duties in order to attend. The grievor(s) and the Union President or designate shall be paid for regular hours lost under this provision. The Union shall reimburse the Board for the time of all other employees whose presence is required by the Union.

#### L9.09 Time Lines

- a) Time lines may be extended if mutually agreed upon in writing at any stage of the grievance/arbitration proceeding.
- b) "Days" in Article L9 shall mean school days.
- c) Grievances will be held in abeyance from July 1<sup>st</sup> to August 31<sup>st</sup>.

L9.10 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, 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.



The timelines 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/ arbitration procedure shall continue from the point at which they were frozen.

#### ARTICLE L10 – **JOB POSTINGS**

L10.01 When a permanent vacancy occurs or a new position is created inside the bargaining unit, prior to April 1<sup>st</sup>, the following procedure shall apply:

- a) When a half-time position increases to fulltime, the incumbent shall be offered the position first without requiring a posting. If the incumbent refuses the opportunity to increase to a fulltime position, the position will be deemed to be a fulltime vacancy and the provision of b) and (c) will apply. The halftime incumbent will utilize the provisions of Article L19.01 c) to obtain a position.
- b) Employees with recall/reinstatement rights will be offered the position in accordance with Article L19.02
- c) The position will be posted electronically within 10 working days of confirming the vacancy for a minimum of three (3) working days. Employees on the seniority list will be able to make written application on the Reply to Posting Form. The resulting vacancies will be posted for a minimum of three (3) working days. Postings that are advertised externally will be posted electronically.
- d) Vacancies that are confirmed after April 1<sup>st</sup> will be held until the board has issued surplus notices to permanent employees.

L10.02 When a temporary vacancy occurs which is known to be a minimum of five (5) months, it will be internally posted electronically for a minimum of three (3) working days. Only the original position shall be posted. Upon the completion of the temporary assignment, the employee shall be returned to his/her former position and wage level.

L10.03 Excluding board office positions and positions working 52 weeks per year, any vacancy that becomes available during July/August will be posted during the two week period prior to the start of the school year.

L10.04a) When the Board fills a vacancy or new position, the following factors shall be considered:

- i) knowledge, skill and ability to perform the requirements of the job;
- ii) seniority.

It is understood that where the qualifications referred to in factor (i) above are relatively equal, then the employee with the greatest seniority shall be appointed.

- b) The Board shall evaluate factor (i) and factor (i) shall be considered to include, for the purpose of judging ability, the relevant elements such as skill, experience, knowledge, training and work record with the Board.
  - c) The Board shall first determine whether any of the applicants are qualified. If, in the Board's opinion, none of the applicants are qualified, or if there are no applicants able or willing to become qualified within three (3) months, then the Board will seek applications from outside the bargaining unit and from temporary and casual employees.
- L10.05a) It is understood that if an applicant is placed in the position on a three (3) month trial period, the position vacated during the trial period shall not be posted.
- b) In the event such employee proves unsatisfactory in the position, or the employee feels unable to perform the duties of the new position during the aforementioned trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority and the filling of the subsequent vacancies, if applicable, will likewise be reversed.
  - c) The implementation of this sequence of events may result in the lay-off of an employee in accordance with the provisions of this agreement.
- L10.06The Board shall have the right to fill any vacancy until the posting procedure provided herein has been complied with and, arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- L10.07An employee who is the successful candidate for a job posting need not be considered for another job posting for a period of up to three (3) months from the date of appointment unless the posting represents an increase in Job Category or an opportunity to change geographic regions.
- L10.08After a position has been posted and if the successful candidate for that position leaves within one (1) calendar month, the Board will have the option of either selecting the next highest ranking candidate in accordance with L10.04a) or re-posting the position. The Board will advise the union president if the position is not going to be re-posted.
- L10.09Internal applicants for positions will be given written notice via e-mail by the board within three (3) days of advising the successful applicant.
- L10.10The Board will maintain a casual list of qualified office, clerical and technical staff. The Board will provide the union with a copy of the casual list on September 30<sup>th</sup> and January 31<sup>st</sup> of each school year. Members on the casual list may be called upon to replace employees absent from work for a period not to exceed three (3) months. Laid off members who have recall rights are to be called and offered this work before others on the casual list.

## ARTICLE L11 - HOURS OF WORK

L11.01 For all full-time employees covered under this agreement, the normal hours of work shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours each, Monday to Friday. Normally and regularly scheduled hours shall not commence prior to 7:00am.

### L11.02 Lunch Periods

- a) Employees covered by this Agreement shall be entitled to a minimum unpaid lunch period of one-half (1/2) hour to a maximum of one (1) hour during which they shall be free from responsibility.
- b) Notwithstanding L11.02a), elementary administrative assistants who work a 6-hour workday, shall be entitled to a minimum unpaid lunch period of one-half (1/2) hour to a maximum of 45 minutes during which they shall be free from responsibility.

### L11.03 Rest Periods

Employees shall be entitled to a fifteen (15) minute rest period in each three (3) hour period worked.

### L11.04 Itinerant Employees

Itinerant employees will not be required to travel during their lunch period or break periods.

## ARTICLE L12 - SENIORITY

- L12.01 a) Seniority is defined as length of continuous service in the bargaining unit since date of permanent hire inclusive of b) below, and shall include service with the Board, including any predecessor Boards, prior to the certification of the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.
- b) Effective September 1, 2015, an employee who has reached temporary status and has worked continuously without a break exceeding 15 work days will be placed on the seniority list with the seniority date that recognizes this continuous employment upon being hired into a permanent position.
- c) Any break in continuous employment due to school holidays shall not constitute a break for the purpose of seniority.
- d) Where seniority as defined in a) and b) is equal, ties shall be broken after September 1, 2003 by totaling all periods worked as a temporary employee.

- e) Where seniority is equal, and ties cannot be broken using b), c), or d), placement on the list shall be determined by lot conducted jointly by the parties.

L12.02 The Employer shall maintain a seniority list showing each employee's name, seniority ranking and job title. By September 1 and April 1 of each year the Employer shall post a copy of an up-to-date seniority list electronically.

L12.03 Any questions as to the accuracy of the seniority list must be submitted by the Union to the Manager of Human Resources in writing, within thirty (30) working days of the posting of the list.

L12.04 In compiling the seniority list, all ties shall be broken based on the following criteria in order:

- a) total experience with the Board;
- b) total experience on the same job function with the Board; or
- c) by lot in a manner to be determined by the Employer and the Union.

L12.05 An employee who is absent from work due to illness, accident, or approved leave of absence shall continue to accumulate seniority during the period of such absence.

L12.06 Any employee whose employment has been terminated in accordance with the provisions of the seniority and lay-off procedures of this Agreement shall be eligible for recall for a period of thirty-six (36) months from the effective date of termination and shall maintain relative position on the seniority list for that period of time.

L12.07 Seniority and service shall be deemed to have been terminated when an employee:

- a) is discharged for just cause and is not reinstated through the grievance or arbitration procedure;
- b) resigns;
- c) is laid off beyond the period during which the employee was entitled to be recalled; or
- d) fails to return from lay-off in accordance with the provisions in this Agreement.

#### **ARTICLE L13 – JOB CLASSIFICATION**

L13.01 The agreed to OSSTF Job Evaluation System shall be used in the classification of new positions created by the Board and to re-evaluate positions where skills, effort, responsibilities or working conditions have changed.

L13.02 The Joint Job Evaluation Committee shall consist of 3 representatives of the Bargaining Unit and 3 representatives of the Board.

L13.03 The rules of procedure for the Joint Job Evaluation as agreed by the parties shall be followed when evaluating new positions or re-evaluating positions when significant changes have occurred to the duties.

- L13.04a) When the Board creates a new position, the Board shall:
- i) provide the Bargaining Unit with the new job description;
  - ii) establish the salary category;
  - iii) advise the Bargaining Unit President of the assigned category; and
  - iv) within one year, refer the job to the Joint Job Evaluation Committee.
- b) When the Board refers a job to the Joint Job Evaluation Committee, the Joint Job Evaluation Committee shall, within three months:
- i) review the job description prepared by the Board and the OSSTF Job Analysis Questionnaire prepared by the employee;
  - ii) interview the employee(s), if necessary;
  - iii) interview the immediate supervisor, if necessary; and
  - iv) evaluate the position.

L13.05a) When an existing position has been altered significantly, the employee may submit a written request for a review of the position to the President of the Bargaining Unit with a copy to the Manager of Human Resources who shall refer the matter to the Joint Job Evaluation Committee.

- b) Upon receipt of a request to review a position, the Joint Job Evaluation Committee shall, within three months:
- i) review the job description prepared by the Board and the changed duties as submitted by the employee;
  - ii) interview the employee, if necessary;
  - iii) interview the immediate supervisor, if necessary; and
  - iv) re-evaluate the position.

L13.06 All decisions of the Joint Job Evaluation Committee shall be final and binding on all parties and shall not be the subject of a grievance.

L13.07a) When an evaluation results in a lower salary category being assigned, the employee's salary shall be red-circled until such time as the incumbent's salary meets or exceeds the salary in the lower salary category.

- b) When an evaluation results in a higher salary category being assigned, the new rate shall be retroactive to the time when the position was first filled by the employee or the date of the written request for the review.

L13.08 Notwithstanding the above, all job evaluations and re-evaluations shall be in accordance with the *Pay Equity Act* and the Pay Equity Plan posted by the parties.

## ARTICLE L14 - OVERTIME

L14.01 Any employee who works more than 7 hours per day or 35 hours per week shall be entitled to overtime at the rate of 1 ½ times the regular rate. The rate for any employee who works on a statutory holiday will be based on double time and a half for all hours worked. Overtime work should be avoided if possible. All overtime must be pre-approved in writing by the appropriate supervisor. The number of hours or part hours are to be reported to the Board Office and have prior authorization by the appropriate Superintendent, Principal or Manager. Accumulated overtime will be taken as time off at a later date at a time mutually agreeable to the employee and the immediate supervisor based upon one and one-half hours off for each hour of overtime accumulated, or be paid on the basis of one and one-half times the employee's regular rate at the election of the employee.

L14.02 Any overtime over thirty-five (35) hours per calendar year for one employee must have prior approval of the Superintendent of Business/Chief Financial Officer or designate.

### L14.03 Overtime for Part-time Employees

The hours of work for part-time employees shall be set in accordance with the requirements of the Board with overtime applying for any work performed over the normal full-time hours outlined in Article L11.

## ARTICLE I15 - BENEFITS

### L15.01 Long Term Disability

- a) The Board agrees to make a Long Term Disability Plan available to the employees at no cost to the Board. Participation in this LTD Plan will be a condition of employment for all new employees. An employee who has LTD coverage must apply for benefits within the waiting period as defined by the policy.
- b) Employees who have indicated in writing their intention to retire may also request that they be removed from the LTD plan and premiums not be deducted within the length of the plan's waiting period. Once an employee has been removed from LTD coverage, the decision cannot be reversed.

L15.02 Spouses of deceased board employees may remain in the Board's Extended Health Care and Dental Plans for the earlier of:

- i) a period not exceeding two years; or
- ii) the first of the month following the date on which the employee would have attained age 65 if still living.

The spouse is required to remit to the board in advance the full monthly premium cost of the benefits maintained.

## ARTICLE L16 - REIMBURSEMENT OF COURSE FEES

L16.01 The Board will reimburse permanent employees upon the successful completion of approved courses on the following basis:

- a) For approved courses involving improvement of working skills required on the job - 100% of course fee (to a maximum of \$600 in any one school year).
- b) For credit courses leading towards a University Degree or Community College Certificate - 75% of course fee (to a maximum of \$600 in any one school year).
- c) Approval for the reimbursement of course fees must be obtained from the Manager of Human Resources prior to taking the course.

## ARTICLE L17 - PERFORMANCE APPRAISALS

- L17.01
- a) The employee will be given a copy of the appraisal report.
  - b) The employee will be given an opportunity to initial the appraisal and to make written comments if he/she so desires.
  - c) All employees will have access to all reports filed on them.
  - d) A performance appraisal shall be completed every five (5) years, or after one (1) year when an employee changes positions, or when an employee has a new supervisor. However, the employer has the right to do or the employee has the right to request an interim appraisal if the need arises.

## ARTICLE L18 - TRAVEL ALLOWANCES

L18.01 All employees travelling on authorized Board business shall be reimbursed at the current Board rate per kilometre.

## ARTICLE L19 - LAY-OFF

L19.01 In the event of a reduction in the number of permanent employees or a reduction of greater than 5 hours in the normal weekly hours of work of one or more permanent employees, employees shall be laid off in reverse order of their overall seniority.

An employee who is declared surplus or an employee who has his/her weekly hours reduced by greater than 5 hours or an employee who has been displaced under the provisions of Article L19.01(c) or (d) may:

- a) Accept the lay-off and be placed on the recall list, or
- b) Accept the reduction in hours at his/her permanent location, or

- c) Displace another employee in accordance with the following process:
- i) displace the least senior full-time or part-time employee (as chosen by the surplus employee) with the same job title in the same geographic area; then
  - ii) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in the same salary category in the same geographic area; or,
  - iii) displace the least senior full-time or part-time employee (as chosen by the surplus employee) with the same job title in one of the other geographic areas; then,
  - iv) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in a lower salary category in one of the other geographic areas.
- d) For Category I employees only, displace the least senior employee in Category I with equivalent hours. If there is no employee with equivalent hours, then displace the least senior employee with less hours in descending order. The Category I employee displaced may then repeat the process until the least senior employee is laid off.
- e) An employee who is unable to displace a junior employee through the process outlined in L19.01(c) or (d) shall be laid off.
- f) Employees who displace another employee and are placed into a position in a lower salary category shall have their salary red-circled for a period of four (4) months.

L19.02 Employees with recall rights under (a) who were laid-off from the same job title as the vacancy or employees with the right to be reinstated under (b) will be offered permanent vacancies in seniority order prior to the job posting process in Article L10.01.

a) Recall

Employees who are laid-off shall have recall rights to available positions for which they are qualified, provided they possess the knowledge, skill and ability required for the position. Recall to available positions shall be offered in seniority order. Recall rights expire 3 years from the date of layoff. Recall will be limited to the same or lesser category from which the employee was laid off. An employee shall have the right to refuse an offer of recall if it is not to the geographic area, and/or it is not of equivalent hours and job category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.



b) Reinstatement

- i) Employees who have changed positions under the process in L19.01(c) or L19.02 (a) shall have the right to be reinstated, in seniority order, in their former job title first, then category, provided they possess the knowledge, skill and ability required for the position if such becomes available within 3 years from the date of accepting the new position. The employee shall be reinstated at the salary step that would have been attained had there been no change in positions.
- ii) An employee shall have the right to refuse an offer of reinstatement if it is not within the geographic area, or it is not the equivalent number of hours as the employees' former position. The employee shall not forfeit any rights of reinstatement under this article for such refusal.

L19.03 For the purposes of Article L19, the three Geographic Areas are the work locations within the former Espanola, Manitoulin and Sudbury Boards of Education.

L19.04 In the event more than one employee is declared surplus, first access to the bumping process in Article L19.01(c) will be on the basis of seniority of the employees in surplus positions.

L19.05 School/Department Closures

Employees in schools/departments that are closed will follow the process outlined in this article.

L19.06 The names of those employees on the recall list will be maintained and available to all schools and the Board Office. These employees shall be called upon to replace for relief - e.g. sick leave, and leaves of absence not exceeding three (3) months prior to calling casuals.

L19.07 No new employee will be hired until all persons on the recall list have been given an opportunity for recall in accordance with Article L19.02.

L19.08 Sudbury Student Services Consortium

- (a) No employee shall be required by the Board to transfer to the Sudbury Student Services Consortium.
- (b) Should the Sudbury Student Services Consortium assume responsibility for a job classification in this agreement, the employees in that classification will not be required to transfer to the consortium. Any affected employee will remain an employee of Rainbow District School Board and continue at his/her present salary level until the employee attains another position within the Board.

## ARTICLE L20 - REPRESENTATION AND COMMITTEES

### L20.01 EMPLOYEE RELATIONS COMMITTEE

- a) A committee consisting of up to four (4) representatives of the bargaining unit and up to four (4) persons appointed by the Superintendent of Business/Chief Financial Officer shall meet at least twice a year to discuss matters of mutual concern. Special meetings may be called for the purpose of discussing matters of urgent concern. Where possible, agenda items will be exchanged in writing at least one (1) week prior to the meeting.
- b) The purpose of the committee includes promoting and providing effective and meaningful communication of information.

L20.02 The parties shall notify each other of the names of their respective representatives prior to each meeting. The Union's contact will be the President. The Board's contact will be the Manager of Human Resources.

## ARTICLE L21 - SICK LEAVE

### L21.01 Annual Sick Leave Statement

A statement of sick leave credits will be issued annually to each permanent employee no later than November 1<sup>st</sup>. Errors and omissions must be reported to Human Resources prior to December 15 of that year.

### L21.02 LTD Qualifying Period

Employees are eligible to use sick leave as outlined in Article C12 in Part A of the Collective Agreement until the expiration of their STLDP or the date of eligibility for LTD benefits, whichever is the earlier date. The date of eligibility for LTD benefits is 6 months from the date of disability.

### L21.03 Workplace Safety and Insurance Board (WSIB) Top Up Benefits

Permanent employees are entitled to receive WSIB top up without deduction from sick leave to a maximum of four (4) years and six (6) months.

Permanent employees who are 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 prior to September 1, 2012.

### L21.04 Medical Documentation

- a) No sick leave with pay shall be allowed unless a certificate of a qualified medical or dental practitioner is supplied to Human Resources, certifying the inability of

the employee to attend to his/her duties for five (5) or more consecutive days of absence due to sickness.

- b) Notwithstanding subparagraph (a), the Board may require an employee to submit the certificate required thereunder for a period of absence of less than five (5) consecutive days. The Board may also require that an employee obtain a second certificate from a different physician and should any costs be personally incurred by the employee they will be paid by the Board.

#### L21.05 Retirement Gratuity

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

a) Eligibility

A retirement gratuity will be paid to an employee who has a minimum of 10 years' continuous service with the Board and who:

- i) retires with an immediate TPP or OMERS pension, or
- ii) retires for reasons of disability as certified by a qualified medical practitioner, or
- iii) to an employee's estate in the event of death, either before or after retirement, but before recovering the full benefits of his/her accumulated sick leave credit bank.

b) Calculation

Fifty percent (50%) of the number of the employee's days of accumulated sick leave at retirement date, multiplied by the employee's per diem salary rate at the time of retirement.

The maximum retirement gratuity shall not exceed six months' salary.

- c) All benefits provided under this article shall be paid within one (1) year after retirement, or as arranged to the mutual satisfaction of the employee and the Board.
- d) Only days accumulated in the employ of this Board or transferred from its predecessor Boards will be used in this calculation.

#### ARTICLE L22 – NO STRIKE OR LOCKOUT

L22.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given to them in the *Ontario Labour Relations Act*.

## ARTICLE L23 – DISTRIBUTION OF THE COLLECTIVE AGREEMENT

L23.01 As soon as possible after ratification of the collective agreement, each member shall receive from the board an electronic copy of the collective agreement by e-mail. Upon ratification, each party will be provided with one fully-executed copy of the collective agreement.

## ARTICLE L24 - PREGNANCY AND PARENTAL LEAVE

### L24.01 Pregnancy Leave Benefits

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Casual employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.
- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

#### L24.02 Parental Leave (Including Adoption Leave)

Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*.

The Board shall continue to pay its share of premiums for benefits coverage for the statutory period of parental leave unless the employee elects in writing not to continue the coverage. The employee will accrue service for the purpose of movement on the salary schedule during the statutory period of leave.

#### L24.03 Reinstatement Following Pregnancy/Parental/Adoption Leave

An employee who takes a leave as prescribed under L24.01 or L24.02 will be entitled to return to the position occupied at the time of the leave if it still exists or to a comparable position. An employee returning must give at least 4 weeks written notice of the date of return.

#### L24.04 Extensions To Parental /Adoption Leave

An employee may request an extended parental/adoption leave of up to two (2) years to coincide with the end of a semester or school year. An employee on extended leave beyond the statutory period of leave may continue to participate in the benefit plans provided for in Article L16 of this Agreement by prepayment of the full cost of the relevant benefit premiums. Following the extended leave of absence, the employee will be placed in the same school/workplace subject to the provisions of Article L19.

## ARTICLE L25 – LEAVE OF ABSENCE

The Board will grant leave of absence in the following cases:

### L25.01 Jury Duty/Subpoena

When a permanent employee is required to be absent because of jury duty, or subpoena, he/she shall be subject to neither loss of pay nor deductions from sick leave credit provided the employee:

- i) notifies the Board immediately on his/her notification that he/she will be required to attend court and provided the employee is not a party to the action;
- ii) presents proof of service requiring his/her attendance.
- iii) and deposits with the Board the full amount of compensation received excluding mileage, travelling and meal allowances.

Temporary employees will be granted leave without pay.

### L25.02 Bereavement Leave

When a permanent or temporary employee is required to be absent because of the death of a member of his/her immediate family, he/she should be granted up to five (5) consecutive working days in conjunction with the day of the funeral without loss of pay or deductions from sick leave credit. The five days may be split between days required for the funeral and days required for the spring interment or memorial service. Immediate family would include father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, spouse, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and guardian.

When at the discretion of the Principal/Supervisor, an employee other than temporary or casual, is required to be absent because of the death of any other person, he/she should be granted one (1) day without loss of pay or deduction from sick leave credit.

### L25.03 Conferences or Professional Development

When a permanent employee is required by the Board to be absent for professional purposes, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences or professional development. Such leave must have the prior approval of the Manager of Human Resources. Expenses for attendance at conferences or professional development will be reimbursed in accordance with Board policy.

#### L25.04 Personal Reasons

When permanent employees are required to be absent for personal reasons and submit a completed HR-10 form or equivalent, 5 days in advance, where possible, they shall be granted up to six (6) half-days per school year. The scheduling of these absences must be approved by the Principal/Immediate Supervisor. The purpose of such leave is to attend to personal matters which require the employee's attendance and which cannot be scheduled outside the normal work day. Such days taken individually, or in combination, shall be without loss of pay or deduction from sick leave credit. Personal days can be used in conjunction with bereavement leave as per L25.02 not to exceed the year's allotment. An employee may be granted a leave when requested for family medical concerns under this clause.

#### L25.05 Examinations

For the purpose of writing a final examination of a course toward a university degree or for a higher professional certificate, if the examination is written locally during the day, the full day during which the examination is written will be granted to permanent employees without loss of pay or deduction of sick leave credit. If the examination is not written locally, but is written on a regular work day, two (2) days will be granted, on the same conditions. Where an examination is written on a week-end but not locally, one (1) day will be granted on the same conditions.

#### L25.06 Convocation

For the purpose of attending convocation ceremonies where a degree or diploma is being conferred on a permanent employee or on his/her daughter, stepdaughter, son, stepson, husband, wife, mother or father, one (1) day will be granted if the convocation is held locally during a regular work day. Should the convocation be on a regular work day but not held locally, two (2) days will be granted. If it is held out-of-town on a week-end, one (1) day will be granted. In all cases, the time off will be without loss of pay or deduction from sick leave.

#### L25.07 Quarantine

Leave with pay and without deduction from sick leave shall be granted to a permanent employee for a period of quarantine when declared by the medical officer of health. Temporary employees will be granted a leave without pay.

#### L25.08 General Leave

Written requests from permanent employees for general leave for a period of no less than five (5) months and up to one (1) year at a time without pay or benefits will be considered on an individual basis by the Manager of Human Resources. Such requests shall be granted provided the employee gives at least two (2) months' notice in an e-mail to the Manager of Human Resources and copied to the Union President. Lesser notice may be accepted in exceptional circumstances. The Manager of Human

Resources will reply to the request in writing. For each day of such absence, an amount equivalent to the per diem rate shall be deducted. An extension for a general leave may be considered upon written request to the Manager of Human Resources three (3) months before the leave is scheduled to end. Upon completion of the leave, the employee will be returned to his/her former position if such position exists. If such position does not exist, upon return of the employee from leave, Article L19.01 shall apply.

Such temporary vacancies shall be posted in accordance with article L10.02.

#### **L25.09 Early Leaving/Late Returning**

Early leaving/late returning to and from holidays will not be granted. However, where unavoidable developments occur in returning, salary will be deducted at the daily rate for each day of absence.

L25.10 When an employee has been absent from work on a Leave of Absence, Sick Leave, Workers Safety Insurance Benefits, or L.T.D. for a period exceeding 24 months, his/her position shall be posted on a permanent basis. If this employee were to return to work, Article L19 Lay-Off provision shall be applied.

#### **L25.11 Compassionate Leave**

An employee shall be granted an unpaid leave of absence for compassionate reasons at the discretion of the Director. Such leave will be for a maximum of four (4) weeks in duration. There will be no reduction in the sick leave allocation for absences covered by this clause.

### **ARTICLE L26 - JOB EXCHANGE PROGRAM**

L26.01 The Board will consider position exchanges between two (2) employees in the same job title and category where the immediate supervisors of the employees and the Manager of Human Resources are in agreement.

Employees participating in this program shall assume the hours of the exchange position.

L26.02 The exchange may be terminated within three (3) months of the start of the exchange by the Manager of Human Resources at the request of either employee or supervisor. The Manager of Human Resources will notify all parties to the exchange in writing ten (10) working days prior to the termination of the exchange.



## ARTICLE L27 – UNION LEAVE

- L27.01a) The Board shall grant a leave of absence to a member of the Union who has been elected or seconded to serve as an officer of OSSTF at the provincial or local level.
- b) Subject to Article L19 – Layoff, at the end of the leave of absence, if the leave is less than 24 months, the member shall return to the same position held by the member immediately prior to the commencement of the leave, if it still exists, or to a comparable position, if it does not.
- c) The Union shall reimburse the Board for the full costs of salary and benefits of the member granted a Union Leave under L27.01.

### L27.02 Negotiation Leave

Five (5) members of the Union Negotiating Team shall be released from their regular duties on days when negotiation meetings are held with the Board. The five (5) members of the Union Negotiating Team shall receive their wages, benefits, and experience as if they were actively at work. The Union shall reimburse the Board for the actual cost of the member's replacement

### L27.03 Short Term Union Leave

The Union shall be entitled to up to sixty (60) equivalent days leave per school year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Union business. Leave shall be taken by Union Executive members to a maximum of ten (10) days per school year per member excluding the President and Grievance Officer with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Manager of Human Resources with a minimum of three (3) days' notice. The Union agrees to reimburse the Employer for the actual cost of the replacement used for employees absent on Union Leave.

## ARTICLE L28 - STATUTORY HOLIDAYS

L28.01 All permanent employees covered by this collective agreement who have been employed continuously for at least one (1) month immediately preceding the holiday shall be paid a regular day's pay for each of the following holidays provided that the employee has worked the day immediately preceding and the day immediately following the holiday unless absent due to:

- a) vacation granted by the Board;
- b) the employee's regular scheduled day off; or
- c) a paid leave of absence.

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Family Day

and any day proclaimed a holiday by the authorities of the municipality.

L28.02 An employee receiving WSIB for the day of the holiday shall, subject to the provisions of this article, be entitled to the difference between the amount of WSIB and the holiday pay.

- L28.03
- a) Should New Year's Day, Canada Day, Christmas Day or Boxing Day fall on a Saturday or a Sunday, employees shall be granted a day off in lieu thereof.
  - b) In place of Remembrance Day, which is not a school holiday, a day off with pay may be substituted at a time mutually agreeable to both the employee and the Board.

L28.04 For part-time employees, the statutory holiday pay will be directly related to the actual number of hours that would have been worked for that day.

## ARTICLE L29 – VACATION

### L29.01 Vacation Period – July 1<sup>st</sup> to June 30<sup>th</sup> year following.

Permanent employees covered by this Collective Agreement with the following years of service with the Board or its predecessors shall be granted annual vacations with pay based on the length of continuous service since the most recent date of hire according to the following schedule:

a) 5/6 of a day for each month or major fraction thereof of service as a permanent employee prior to June 30<sup>th</sup> but not exceeding ten (10) working days.

b) Total years of continuous service as of June 30<sup>th</sup>

From 1 -	3 years' service	13 days
	4 " "	15 days
	5 " "	17 days
	6 " "	18 days
	7 " "	19 days
8 -	9 " "	20 days
	10 " "	21 days
	11 " "	22 days
	12 " "	23 days
	13 " "	24 days
	14 " "	25 days
15 -	16 " "	26 days
17 -	18 " "	27 days
19 -	20 " "	28 days
21 -	22 " "	29 days
23 -	24 " "	30 days
	25 years of service and over	31 days plus 5 days that must be taken either during winter or spring break.

L29.02 Years of service for the purpose of vacation entitlement shall exclude all leaves in excess of one (1) month (except the statutory period of pregnancy/parental leave), all periods while on an unpaid sick leave and all periods while laid off with recall rights. The Christmas, March and summer breaks will not constitute a break in service for the purpose of calculating vacation entitlement for employees not regularly scheduled to work during those periods. Vacation will be prorated in any year when service is less than a full year. Continuous service accumulated during the statutory period of pregnancy/parental leave will entitle the employee to vacation days, however, pay for vacation days accumulated will be pro-rated based on time worked during the entitlement year.

L29.03 An employee who leaves the employ of the Board for any reason shall be entitled to receive pay for any unpaid vacation pay which has accrued to him/her to the date of separation.

L29.04 Where a paid holiday falls during the employee's scheduled vacation period, his/her vacation shall be extended by one (1) day unless the employee and the Board agree to schedule a different day off with pay.

L29.05 For the purpose of calculating vacation pay for part-time employees, pay for a vacation day will be directly related to the number of regularly scheduled hours in the work week divided by five.

- L29.06a) In arranging vacation schedules, preference will be given according to the requirements of the office or department, and the employee's seniority.
- b) Although employees in most departments will be expected to take vacation when schools are not in operation - winter, summer, and Christmas recesses - consideration will be given to granting vacations at other times of the year if no vacation relief staff is required and the efficiency of the school or department is not affected.
  - c) Employees in schools will not normally be granted annual vacations when school is in operation.
  - d) Where applicable, two (2) days of regular vacation may be used at the discretion of the employee, subject to the approval of the immediate supervisor with prior notice of two (2) weeks.
  - e) All employees other than 52 week employees will receive annually the balance of their unused vacation entitlement up to June 30<sup>th</sup> as vacation pay effective May 31<sup>st</sup>. The pay will be calculated and included on the first regular pay in June.
  - f) Employees who receive vacation pay in accordance with (e) above are not entitled to schedule any vacation days during May, June or July.

- L29.07a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced at least two full weeks prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- b) Where the employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization only shall be considered sick leave.
  - c) Notwithstanding the above, the period of layoff during the summer months is not considered scheduled vacation and no sick leave can be substituted for the layoff period.

### ARTICLE L30 - PENSIONS – Ontario Municipal Employees Retirement System (OMERS)

The Board will enter into an Agreement under the OMERS plan for employees covered under the terms of this Agreement. The above will be administered subject to the rules and regulations established by OMERS and the *Pension Act*.

- a) Enrolment in OMERS is compulsory for all employees working thirteen (13) hours per week or more, in accordance with OMERS rules, regulations and requirements.
- b) The Board will match the employees' contributions to OMERS.

### ARTICLE L31 – RETIREMENT

Employees will normally advise the Board prior to April 30<sup>th</sup> of their intention to retire prior to September 1<sup>st</sup> of that year.

### ARTICLE 32 - CRIMINAL BACKGROUND CHECKS

L32.01 The Board shall ensure that all records and information (including offence declaration and Canadian Police Information Centre (CPIC) record) obtained pursuant to regulation 521/01 of the Education Act or any subsequent regulation or law which contains a criminal record are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Director of Education and or designate(s).

L32.02 Notwithstanding a legal obligation to release information, the Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the employee except for the purpose of recommending disciplinary action against the member.

L32.03 The Union 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.

### ARTICLE 33 – INCLEMENT WEATHER

In the event buses are cancelled due to severe weather, employees are expected to report to work. An employee who reports to work late will not suffer a loss of pay.

An employee who is unable to report to work will notify their immediate supervisor as soon as possible and will continue to keep in touch with the supervisor throughout the day. If an employee is not able to report for the balance of the day, the employee will use a personal day or leave without pay.



DATED AT SUDBURY THIS 18<sup>th</sup> DAY OF May, 2021

SIGNED AND AGREED ON BEHALF OF RAINBOW DISTRICT SCHOOL BOARD:

CHAIRPERSON:

Doreen Dewar

M. Blag

DIRECTOR OF EDUCATION:

SIGNED AND AGREED ON BEHALF OF THE NEGOTIATING UNIT:

PRESIDENT – E.S.S.U.

Linda Eulistone

REPRESENTATIVE

Blanca





## LETTER OF AGREEMENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF), DISTRICT 3  
EDUCATIONAL SUPPORT STAFF UNIT (ESSU)

**Subject:** Return to Work/Accommodation Plan

An employee may request union representation at any meeting where an accommodation plan is being discussed. Where such a request is made, a meeting will be convened in a timely manner.

Date at Sudbury this 18<sup>th</sup> day of May, 2021.

For Rainbow District School Board:

*M. Bourget*  
*B. Bourget*  
\_\_\_\_\_

For OSSTF District 3, ESSU:

*Hinda L. Lestona*  
*W. Corrie*  
\_\_\_\_\_



## LETTER OF AGREEMENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF), DISTRICT 3  
EDUCATIONAL SUPPORT STAFF UNIT (ESSU)

Subject: Equity and Diversity

The Board and Union agree to meet for the Union to offer input into the development of the Board's hiring practice with a lense towards equity and diversity.

Date at Sudbury this 18<sup>th</sup> day of May, 2021.

For Rainbow District School Board:

Mango  
B. Bourget  
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For OSSTF District 3, ESSU:

Linda Eccleston  
Blumen  
\_\_\_\_\_  
\_\_\_\_\_

