
COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
PROFESSIONAL STUDENT SERVICES PERSONNEL
BARGAINING UNIT (P.S.S.P.)
OF DISTRICT 3**

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.

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

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

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

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

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

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

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

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

Funding shall be made retroactive to September 1, 2019.

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

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

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

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

C10.5 Benefits Committee

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

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

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

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

- iii. Where an employee is accessing sick leave, 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

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

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

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

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

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

Please check one:

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

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

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

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

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	---	---

2B: COGNITIVE (please complete all that is applicable)

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

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

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

3: Health Care Professional to complete.

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

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Benefits

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

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

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

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

1.0.0 GOVERNANCE

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

1.2.0 The parties confirm their intention to do the following:

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

2.0.0 ELIGIBILITY and COVERAGE

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

3.0.0 FUNDING

3.1.0 Start-Up Costs

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

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

3.2.0 On-Going Funding

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

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

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

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

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

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

8.0.0 CLAIMS SUPPORT

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

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

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

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

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

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

4. Retirement Gratuities

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

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

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

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

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

5. Long Term Disability (LTD)

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

PART B – LOCAL TERMS

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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 force from date of ratification by both parties to August 31, 2022 and shall thereafter continue for a further period of one (1) year 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. Notwithstanding the period of notice cited above, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, that it desires to negotiate this agreement, in accordance with the Ontario Labour Relations Act.

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

ARTICLE L3 – SCOPE AND RECOGNITION

L3.01 a) The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for all persons employed by Rainbow District School Board as Psychologist, Psychological Associate, Psychometrist, Speech and Language Pathologist, Attendance Counsellor, Administrator of Performing Arts, Aboriginal Support Worker and Social Worker, save and except Chief Psychologist and persons covered by existing collective agreements.

- 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 that no permanent or probationary employee hired prior to the expiration of this agreement shall, as a result of such contracting out, lose employment.

- (ii) The duties and responsibilities of contract employees, under the direction of the Principal of Special Education, will be performed in accordance with the relevant sections of the Special Education Plan (e.g. assessment, categories and definitions).
 - c) The Board recognizes that certain employees in L3.01(a) are required to hold membership in their respective Ontario Professional College/Regulatory Body. The Board recognizes that an employee, in this capacity, has an obligation to abide by his/her code of ethics and professional standards. It is also recognized that employees must abide by Board policies and practices.
- 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 "FULL-TIME EMPLOYEE" shall mean an employee who is regularly scheduled to work the normal full-time hours referred to in Article L11.
- L3.05 "PART-TIME EMPLOYEE" shall mean an employee who works less than the normal full-time hours referred to in Article L11.
- L3.06 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.
- L3.07 The term "permanent employee" when used in the Agreement refers to an employee who has successfully completed the probationary period.
- L3.08 "AGREEMENT" shall mean the agreement between the Rainbow District School Board and the Professional Student Services Personnel Unit.
- L3.09 "BOARD" shall mean the Rainbow District School Board and where applicable, any predecessor Boards.
- L3.10 "DAY" shall mean an employee's working day unless otherwise defined.
- L3.11 "DISTRICT" shall mean District 3 of O.S.S.T.F.
- L3.12 "EMPLOYEE" shall mean any person working for the Rainbow District School Board and covered by this Agreement.

L3.13 "FIELD SECRETARY" is a member of the O.S.S.T.F. secretariat assigned to the O.S.S.T.F. district and therefore to all bargaining units in that district.

L3.14 "GRIEVANCE" shall mean any matter arising from the interpretation, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

L3.15 "MEMBER" shall mean a member of the Union.

L3.16 "O.S.S.T.F." shall mean the Ontario Secondary School Teachers' Federation.

L3.17 "PARTY" shall mean the Union and/or the Board.

L3.18 "UNION" shall mean the Professional Student Services Personnel Unit of O.S.S.T.F.

L3.19 "WORKPLACE" shall mean each location where one or more members of the Union is/are employed.

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, retire, 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 members of the Union to have OSSTF representative(s) present during disciplinary meetings with the Board representative(s) where the conduct or competence of the member is being considered or where an allegation of misconduct is being investigated. The Board will inform the employee that he/she has the right to have an OSSTF representative present. If the employee elects to have OSSTF representation, the representative will arrive in a timely fashion and no discussion of the issue will take place until the OSSTF representative is present.

L4.04 The Board agrees that testing performed for the purpose of determining a diagnosis/identification, as referred by the school staff, will be the responsibility of members of this bargaining unit unless contracted out in accordance with Article L3.01.

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 the O.S.S.T.F. according to the Constitution and By-laws of O.S.S.T.F. 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 O.S.S.T.F.'s Constitution and By-laws, and to remit such monies to the Treasurer of O.S.S.T.F. 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 and number of days worked 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.

ARTICLE L6 – UNION RIGHTS

L6.01 The Board shall advise all new employees at the time of hire that a Collective Agreement is in effect and give an electronic copy of the Collective Agreement to the employee and direct the employee to the Union President.

L6.02 Union Leave

- a) 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 the OSSTF at the provincial or local level.
- b) Subject to the seniority and layoff provisions, 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 this provision upon the provision of an invoice to the Union by the Board representing those costs.

L6.03 a) Negotiation Leave

Three (3) members of the Union Negotiating Team shall be released from their regular duties on days when negotiation meetings are held with the Board. The three (3) members of the Union Negotiating Team shall receive their wages, benefits and experience as if they were actively at work. The Union agrees to reimburse the Employer for the actual cost of the employee absent on Negotiation Leave.

b) Local Union Business

The Union shall be entitled to up to fifteen (15) 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 taken by Union members will be to a maximum of ten (10) days per school year per member. Such leave shall be scheduled at a time mutually agreeable to the employee and the Supervisor with a minimum of five (5) days' notice. The Union agrees to reimburse the Employer for the actual cost of the employee absent on Leave.

c) Provincial Union Business

The union shall be entitled to up to twenty (20) 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 taken by Union members will be to a maximum of ten (10) days per school year per member. Such leave shall be scheduled at a time mutually agreeable to the employee and the Supervisor with a minimum of five (5) days' notice. The union agrees to reimburse the employer for the actual cost of the employee absent on Union Leave.

ARTICLE L7 – PROBATIONARY PERIOD

L7.01 All new employees hired into permanent positions with the Board, shall be considered to be on probation for a period of one (1) year from date of last hire.

ARTICLE L8 - **COMPENSATION**

L8.01 Effective September 1, 2019

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Psychologist	83,142	86,502	89,865	93,225	96,587	99,950	103,313
Psychological Associate	75,888	79,098	82,309	85,519	88,727	91,936	95,146
Speech & Lang. Pathologist	70,235	73,523	76,812	80,098	83,385	86,672	89,961
Social Worker	64,073	67,310	70,546	73,785	77,021	80,257	83,494
Psychometrist	64,073	67,310	70,546	73,785	77,021	80,257	83,494
Attendance Counsellor	59,726	62,745	65,763	68,783	71,800	74,818	77,837
Admin. Perf. Arts	59,726	62,745	65,763	68,783	71,800	74,818	77,837
Aboriginal Support Worker	36,762	38,698	40,632	42,568	44,504	46,439	48,374

****Note:** The salary noted for the Aboriginal Support Worker is calculated based on a 44-week work year.

Effective September 1, 2020

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Psychologist	83,974	87,367	90,763	94,157	97,553	100,949	104,346
Psychological Associate	76,647	79,889	83,132	86,374	89,615	92,856	96,098
Speech & Lang. Pathologist	70,938	74,258	77,580	80,899	84,218	87,539	90,860
Social Worker	64,714	67,984	71,252	74,522	77,791	81,059	84,329
Psychometrist	64,714	67,984	71,252	74,522	77,791	81,059	84,329
Attendance Counsellor	60,324	63,373	66,421	69,471	72,518	75,566	78,615
Admin. Perf. Arts	60,324	63,373	66,421	69,471	72,518	75,566	78,615
Aboriginal Support Worker	37,130	39,085	41,039	42,994	44,949	46,903	48,858

****Note:** The salary noted for the Aboriginal Support Worker is calculated based on a 44-week work year.

Effective September 1, 2021

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Psychologist	84,813	88,241	91,671	95,099	98,529	101,959	105,389
Psychological Associate	77,414	80,688	83,963	87,238	90,511	93,784	97,058
Speech & Lang. Pathologist	71,647	75,001	78,355	81,708	85,061	88,414	91,769
Social Worker	65,361	68,663	71,964	75,268	78,569	81,870	85,172
Psychometrist	65,361	68,663	71,964	75,268	78,569	81,870	85,172
Attendance Counsellor	60,927	64,006	67,085	70,166	73,243	76,322	79,401
Admin. Perf. Arts	60,927	64,006	67,085	70,166	73,243	76,322	79,401
Aboriginal Support Worker	37,501	39,476	41,449	43,424	45,398	47,372	49,346

****Note:** The salary noted for the Aboriginal Support Worker is calculated based on a 44-week work year.

L8.02 All employees covered by this Agreement will receive their pay bi-weekly by direct deposit in the bank of their choice.

L8.03 New employees will be hired at Step 1 on the salary grid unless they possess related experience as approved by the Board. Each year of related experience as approved will be used to advance the starting rate for new employees to the next level but not beyond Step 6.

L8.04 Each permanent employee will advance from his/her present level to the next level set out in the salary schedule, twelve (12) months after he/she was last advanced on his/her anniversary date, until he/she reaches the maximum. If an employee is absent without pay in excess of thirty (30) calendar days during a twelve (12) month period, his/her anniversary date will be extended by the length of such absence in excess of thirty (30) calendar days. Periods while on statutory pregnancy/parental/adoption leave shall not be used to extend the date for the annual increment.

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 make 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 thirty (30) working 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 thirty (30) working days, it shall be taken up as a grievance in the following manner and sequence:

L9.04 Formal Procedure

Where the informal attempts to resolve the matter outlined in L9.03 have failed, the following procedure shall apply:

L9.05 Step 1

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

L9.06 Step 2

- a) Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Director of Education (or designate) within ten (10) working days who shall

render a decision within ten (10) working 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.

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

L9.07 Step 3

- a) Failing satisfactory settlement at Step 2, 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 2.
- b) The party referring the grievance to arbitration as provided above shall at the same time indicate the desire for either a sole arbitrator or an arbitration board. The other party shall respond in writing within ten (10) days either agreeing to the request for a sole arbitrator and providing the name of three (3) arbitrators for consideration of the other party, or giving notice to the grieving party, indicating the name and address of its appointee to the Arbitration Board.
- c) Within seven (7) days after the receipt of such notice, the grieving party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- d) 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.
- e) 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.
- f) 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.
- g) No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- h) 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 Timelines

- a) Timelines may be extended if mutually agreed upon in writing at any stage of the grievance/arbitration proceeding.
- b) "Days" in Article L9 shall mean working days.

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 All vacancies for permanent positions within the bargaining unit shall be posted internally to employees on the seniority list. Postings will be distributed electronically. The posting shall occur at least three (3) working days before applications are due. Copies of both internal and external postings will be forwarded to the OSSTF District 3 Office.

L10.02 Such postings shall contain at least the following information: nature of position, classification, requisite knowledge and education, ability and skills, location, salary range.

L10.03a) Given equal knowledge, skill, ability and qualifications, the most senior applicant shall be appointed.

b) If no qualified permanent employee within this Bargaining Unit applies, the position will then be advertised externally.

c) Any bargaining unit members on contract with the board may apply to the external posting and will be given serious consideration.

L10.04 If the successful applicant is a bargaining unit member, the applicant and the Union will be notified within five (5) working days of the closing of the posting date.

L10.05 The Employer will advise unsuccessful applicants from the bargaining unit in writing within five (5) working days after the position is filled.

L10.06 No newly hired employee with similar qualifications and experience shall have a salary exceeding that of an existing employee in the same job classification.

ARTICLE L11 – **HOURS OF WORK/VACATION**

L11.01 **Lunch Periods**

Employees covered by this Agreement shall be entitled to a minimum unpaid lunch period of one-half (1/2) hour during which they shall be free from responsibility.

L11.02 **Rest Periods**

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

L11.03 For all full-time employees covered under this agreement, the normal hours of work on-site shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours each Monday to Friday. These hours are subject to reasonable flexibility to be arrived at by mutual agreement by employee and immediate supervisor.

- L11.04a) Employees will not be required to work during the Christmas and March breaks or during the balance of the summer break that is not vacation. This time off with pay will be in lieu of any additional hours worked beyond the normal work day in order to fulfil the requirements of the job. Entitlement to days off with pay in lieu of overtime will be pro-rated in direct proportion to the number of months worked in the previous school year divided by 10. Any time not covered by overtime will be deemed unpaid leave.

Notwithstanding the above, where an employee is off on paid sick leave for a period of up to three consecutive months, the employee will be permitted to request to work extra time to make up the lieu time they did not work during the period of their paid sick leave. This additional lieu time will be limited to five days per school year for the three month sick leave period and may be scheduled to be worked either before or after the sick leave period as determined by the supervisor.

- b) Employees will be on vacation for 6 weeks during July and August commencing the second week of July. Entitlement to paid vacation will be pro-rated in direct proportion to the number of months worked or on paid sick leave in the previous school year divided by 10. Any time not covered by paid vacation will be deemed unpaid leave.
- c) Employees will report to their worksite for four (4) days, including PD days, prior to the first instructional day of the school year for students.
- d) The employer will provide to the union president and the district office the calculation of in lieu time in September of each year.

Note: Article L11.04 a), b), c) and d) shall not apply to the position of Aboriginal Support Worker since the position does not have a 52 week per year schedule.

- e) Overtime is not a requirement for the position of Aboriginal Support Worker.
- f) The position of Aboriginal Support worker will be allocated 20 days of vacation for the period of September 1 – June 30 of each school year. This vacation time is to be used during the Christmas and March breaks. Up to 3 days of vacation may be taken during the school year with prior approval of the Principal. Any remaining vacation will be paid out to the employee at the time of the temporary layoff for the summer.
- g) All employees other than 52 week employees will receive annually the balance of their unused vacation entitlement up to June 30th as vacation pay effective May 31st. The pay will be calculated and included on the first regular pay in June.
- h) Employees who receive vacation pay in accordance with (g) above are not entitled to schedule any vacation days during May or June.

L11.05 An employee who leaves the employ of the Board for any reason after September 1st in any school year shall be entitled to receive pay for a portion of the following July and August pro-rated to the number of months worked from September until the date of separation divided by 10.

L11.06 Work Locations

- i) Employees shall be notified of their tentative school distribution for the purposes of their assignments by June 15th each year. Notwithstanding this notice, the Board has the right to re-assign staff during the school year to meet student needs. Staff will be given three (3) days' notice of such reassignment.
- ii) Employees assigned to the Gord Ewin Centre and who are required to travel to Manitoulin Island as part of their work assignment shall be permitted to schedule their contacts with students each week such that travel to Manitoulin Island will usually be limited to twice weekly.

ARTICLE L12 – SENIORITY

L12.01 Effective September 1, 2014, when a new permanent employee is placed on the seniority list, their seniority shall include any period of continuous employment without a break. For the purposes of this article, a break will not include the school summer lay-off period.

L12.02 Seniority is defined as length of continuous service in the bargaining unit since date of last hired, and in accordance with article L12.01 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.

L12.03 The Employer shall maintain a seniority list showing each employee's name, seniority ranking and classification. By September 30th and March 31st of each year, the Employer shall post an electronic copy of an up-to-date seniority list in all work locations with members covered by this Agreement. The Union will receive an electronic copy.

L12.04 Any question as to the accuracy of the seniority list must be submitted by the Union to the Manager of Human Resources in writing, within sixty (60) working days of the posting of the list.

L12.05 In compiling the seniority list, all ties shall be broken based on the following criteria in order:

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

L12.06 An employee who is absent from work due to illness, accident, approved leave of absence, or while laid off during the period of entitlement to recall, shall continue to accumulate seniority during the period of such absence.

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 layoff in accordance with the provisions in this Agreement.

L12.08 If retained after the probationary period, the employee shall be credited with seniority from date of last hire and in accordance with article L12.01.

ARTICLE L13 – **JOB CLASSIFICATION AND RE-CLASSIFICATION**

- L13.01a) Should the Board create a new position under this Collective Agreement, the Board shall notify the Union, and the parties shall negotiate and reach an agreement on the annual salary before an appointment is made. If no agreement is reached, the matter will be submitted to arbitration in accordance with the provisions of this agreement.
- b) The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.
 - c) The Board will consult with the Union prior to implementing substantive changes to the job duties of the members.

ARTICLE L14 – **PERSONNEL FILE**

L14.01 **Human Resources Files**

- a) An employee and/or their authorized designate shall have access, during normal business hours, to his/her human resource file at the Board office. The employee must give written permission to the Board 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 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 or completeness of such information and have the same recorded in his or her file.

- (ii) When the Board amends information under d(i) 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.
- d) An employee may request and the Board shall consider removal of documents from the employee's file.

L14.02 Department Files

- a) An employee and/or their authorized designate shall have access, during normal business hours, to his/her file in the department. 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 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) An employee may request and the Principal shall, after consultation with Human Resources, consider removal of documents from the department file.
- e) Effective September 1, 2003, the Principal will ensure that an employee receives copies of any material that may be placed in his/her department 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.

L14.03 At the employee's request, documents contained in an employee's Human Resources or department 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, theft, or any discipline related to physical, emotional or psychological harm to

students or other employees of the Board will remain in the employee's Human Resources and Department files.

ARTICLE L15 – BENEFIT PLANS

All employees covered by this Collective Agreement shall be entitled to the following benefits up to age 65 in accordance with the terms of the carriers contract.

The Board is not the insurer of the employee benefits. The terms of the carrier's contract shall prevail at all times. In the event that the Board decides to change carriers of the insured benefit plans, the Board agrees to implement the same coverage as described in the master policies. No amendments to the plan shall be made without the consent of the Union.

L15.01 Long Term Disability

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.

ARTICLE L16 – REIMBURSEMENT OF COURSE FEES

L16.01 The Board will reimburse permanent employees covered by this Collective Agreement 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 fees (to a maximum of \$400 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 \$400 in any one school year).
- c) Approval of the reimbursement of course fees must be obtained from the Manager of Human Resources prior to taking the course.

ARTICLE L17 – PERFORMANCE APPRAISALS

- L17.01a) 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) The board will consult with the Union in the development of, and prior to making changes to, the Board's policies and procedures regarding performance appraisals.
 - e) The extent of an employee's participation in voluntary activities shall not be the subject of adverse commentary in a performance appraisal.

ARTICLE L18 – TRAVEL ALLOWANCES

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

L18.02 An employee shall have one work location designated as home location of record.

ARTICLE L19 – LAYOFF

L19.01a) In the event of a reduction in the number of employees covered by this Agreement, employees will be laid off in reverse order of their overall seniority.

b) For the purpose of this Article “qualified” shall mean having the required qualifications as determined by the Board in addition to any legally required qualifications to perform the requirements of the job.

L19.02a) The surplus employee will bump the employee with the least seniority for whose position the surplus employee is qualified.

b) In the event more than one employee is declared surplus, first access to the “bumping process” (i.e. first choice) will be on the basis of seniority.

L19.03 An employee whose weekly hours have been reduced shall have the right to either:

- a) accept the reduction in hours; or
- b) displace a member of the bargaining unit with less seniority in a position for which the employee holds the requisite qualifications.

L19.04a) Employees who are laid off shall be eligible for recall for a period of thirty-six (36) months from the date of layoff.

- b) Employees shall be recalled on the basis of their overall seniority provided they are qualified.
- c) The names of those employees on the recall list will be maintained. These employees may be called upon to replace for relief (e.g. sick leave and leaves of absence).
- d) The Board will consider employees on layoff for contract/temporary positions, for which they are qualified, before posting externally.
- e) Acceptance of a contract/temporary assignment will have no impact on an employee's recall rights.

L19.05 Employees who have changed positions under this Article shall have the right to reinstatement in their former position or classification if such becomes available within

two (2) years from the date of accepting the new position. The employee shall be reinstated at the salary step that would have been attained had there been no change in positions.

L19.06 No new employee will be hired, and no bargaining unit work will be contracted out until all persons on full or part-time layoff have been given an opportunity for recall in accordance with this Article.

L19.07 Employee with recall rights under L19.04 and employees with reinstatement rights under L19.05 will exercise these rights on the basis of seniority prior to posting vacancies as required under Article L10.01.

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 responsible for Special Education and/or designate shall meet up to four (4) times 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. The mandate of the committee will include discussion of the professional development and training opportunities for members.
- c) The President of the Bargaining unit will contact the Manager of Human Resources in the first week of school each year to schedule the two meetings.
- d) The mandate of the committee will include a discussion on how best to utilize the monies generated, by the union's reimbursement to the Board for union leaves, to deliver programs and services to students.

ARTICLE L21 – **SICK LEAVE**

L21.01 A statement of sick leave usage will be issued annually to each permanent employee by October 15th, indicating the amount of sick leave as of August 31st of the preceding year. Errors or omissions, if any, are to be reported in writing to the Manager of Human Resources prior to December 15th of the current school year.

L21.02 Absences

a) LTD Qualifying Period

Employees are eligible to use sick leave as outlined in Article C12 in Part A of the Collective Agreement (excluding the summer period outlined in Article L11.04 a) and b) or the layoff period outlined in Article L11.04 f) 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.

- b) 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.
- c) Notwithstanding subparagraph (b), 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.

ARTICLE L22 – **NO STRIKE OR LOCKOUT**

L22.01 The Union agrees there shall be no strike and the Employer agrees there shall be no lockout so long as the 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 COLLECTIVE AGREEMENTS**

As soon as possible after ratification of the Collective Agreement, each member of this bargaining unit shall receive an electronic copy by e-mail.

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 Reinstatement Following Pregnancy/Parental Leave

An employee who takes a pregnancy/parental leave (including adoption leave) as provided under L24.01 shall be returned to the position occupied at the time of leave if it still exists or to a comparable position subject to the provisions of Article L19.

L24.03 Extensions to Pregnancy/Parental Leave

An employee may request an extended pregnancy/parental leave to a maximum of one additional year beyond the statutory provisions. Following the extended leave of absence, the employee will be placed in his/her previous position subject to the provisions of Article L19.

- L24.04a) In addition to Parental Leave under L24.01, the Board may grant leave in order that an employee may assist or be present at the birth of his child.
- b) Such leave shall be up to two (2) days in duration and shall be without loss of pay and without deductions from sick leave. Should complications arise, additional leave without pay may be granted by mutual consent of the parties concerned.

ARTICLE L25 – ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (OMERS)

L25.01 Pensions

The Board will enter into an Agreement under the OMERS plan and the Ontario Teachers' Pension Plan (**OTPP**), where appropriate, for employees covered under the terms of this agreement. The above will be administered subject to the rules and regulations established by OMERS or the **Ontario** Teachers' Pension Plan.

- a. Enrolment in OMERS is compulsory for all employees without teaching certificates working thirteen (13) hours or more, in accordance with OMERS rules, regulations and requirements.
- b. The Board will match the employees' contribution to OMERS.

ARTICLE L26 – LEAVE OF ABSENCE

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

L26.01 Court Appearance

Where an employee is required to be absent because of jury duty, or subpoena, he/she shall be subject to neither loss of pay nor deduction 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.

L26.02Quarantine

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

L26.03Bereavement Leave

When an 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 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.

The Board recognizes that prior notice may not be possible for this type of leave.

L26.04Conferences or Professional Development

When an eligible employee is required by the Board to be absent for professional purposes approved by the Board, 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 appropriate Superintendent. Expenses for attendance at conferences or professional development will be reimbursed in accordance with Board policy.

L26.05Personal Reasons

When employees are required to be absent for personal reasons they shall be granted up to six (6) half-days per school year. Employees must inform their Principal in writing on the Board approved form that they want to take a personal day a minimum of one week in advance except in emergency situations. Only the scheduling of these absences must be approved by the Principal. 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 L26.03 not to exceed the year's allotment. An employee may be granted a leave when requested for family medical concerns under this clause.

L26.06 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 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 days will be granted, on the same conditions. Where an examination is written on a weekend but not locally, one day will be granted on the same conditions.

L26.07 Convocation

For the purpose of attending convocation ceremonies where a degree is being conferred on the employee or on his/her daughter, son, husband, wife, mother, or father, one 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 days will be granted.

If it is held out-of-town on a weekend, one day will be granted. In all cases, the time off will be without loss of pay or deduction from sick leave.

L26.08 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 rate of 1/260 of the annual salary for each day's absence.

L26.09 General Leave

Written requests for personal leave for up to one (1) year without pay or benefits, will be considered on an individual basis by the Manager of Human Resources. Such requests are to be given as far in advance as possible and a written reply will be given. For each day of such absence, an amount equivalent to the per diem rate shall be deducted. An extension for a general leave up to one (1) additional year 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 subject to seniority and redundancy provisions.

L26.10 Professional Leave

- i) The Board and the Union share a desire to improve professional standards by giving employees the opportunity to participate in conferences, short courses such as seminars and workshops and longer study periods, such as educational leaves in order to keep up to date with knowledge and skill in their respective fields. Such programs are to be arranged in consultation with and the approval of their respective superintendent or designate.

- ii) When an eligible employee is required to be absent for professional purposes approved by the Board, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences or professional development.
- iii) With the approval of the Superintendent of Special Education, one (1) day per year, fully funded by the Board, will be granted to groups of Student Services employees to hold an "in house professional development day" without loss of pay or deduction from sick leave credits.

L26.11 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.

L26.12 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 duration. There will be no reduction in the sick leave allocation for absences covered by this clause.

ARTICLE L27 – 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."

L27.01A retirement gratuity will be paid to each employee.

- a) An employee who retires under O.M.E.R.S. or the Ontario Teachers' Pension Plan shall be paid a gratuity calculated as follows:

50% of the number of days sick leave at the employee's credit multiplied by the employee's per diem salary rate at the time of retirement – at the per diem salary rate being 1/260 of the employee's annual salary at retirement.

Under no circumstances shall the maximum retirement gratuity exceed the employee's gross earnings during the six (6) months immediately preceding retirement.

- b) In the event of the death of an employee either before or after retirement but before recovering the full benefits of the accumulated sick leave as provided above, such remaining benefits shall be paid to his/her estate.
- c) All benefits provided under this section shall be paid in full 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 its predecessor Boards will be used in this calculation.

ARTICLE L28 – **STATUTORY HOLIDAYS**

L28.01 All 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) legitimate illness or accident which commenced within a month of the date of the holiday;
- b) vacation granted by the Board;
- c) the employee's regular scheduled day off; or
- d) a paid leave of absence.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Victoria Day
Canada Day	Boxing Day
Civic Holiday	Christmas 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 Should New Year's Day, Christmas Day or Boxing Day fall on a weekend, employees will be deemed to have taken a lieu day during the two week Christmas break.

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 – **STORAGE OF REGISTERED HEALTH SERVICES PROVIDER FILES**

The Employer shall ensure that all registered health service provider records and files (e.g. Psychological files, Social Work files, Speech Language Pathology files) are stored in a secure location and may only be accessed with the permission of the relevant health service provider.

ARTICLE L30 – **PROFESSIONAL FEES**

The Board shall reimburse psychologists, speech pathologists and social workers for professional fees paid to their respective colleges upon receipt of proof of payment for current membership in the college.

ARTICLE L31 – **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 for 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 _____ DAY OF _____, 2021

SIGNED AND AGREED ON BEHALF OF RAINBOW DISTRICT SCHOOL BOARD:

CHAIRPERSON:

DIRECTOR OF EDUCATION:

SIGNED AND AGREED ON BEHALF OF THE NEGOTIATING UNIT:

PRESIDENT – P.S.S.P. of OSSTF, District 3

REPRESENTATIVE

LETTER OF AGREEMENT #1

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF),
DISTRICT 3,
PROFESSIONAL STUDENT SERVICES PERSONNEL (PSSP)**

Subject: ATTENDANCE COUNSELLOR ESPANOLA-MANITOULIN ISLAND

Notwithstanding article 18.02 of the collective agreement, the attendance counsellor who has been hired to provide support to students on Manitoulin Island and Espanola will be paid in accordance with the following when reporting to work in schools at the start of the work day:

- When travelling to Espanola schools, the attendance counsellor will be paid mileage from Little Current Public School to the Espanola school.

Date at Sudbury this ____ day of _____, 2021.

For Rainbow District School Board:

For OSSTF District 3, PSSP Unit:

LETTER OF AGREEMENT #2

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF),
DISTRICT 3,
PROFESSIONAL STUDENT SERVICES PERSONNEL (PSSP)**

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 ____ day of _____, 2021.

For Rainbow District School Board:

For OSSTF District 3, PSSP Unit:

LETTER OF AGREEMENT #3

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF),
DISTRICT 3,
PROFESSIONAL STUDENT SERVICES PERSONNEL (PSSP)**

Subject: TEMPORARY ABORIGINAL SUPPORT WORKER POSITIONS

Aboriginal Support Workers in a temporary contract position for a full school year shall be governed by the Employment Standards Act and any amendments thereto.

Effective September 1, 2021, an individual who is hired into a temporary contract position for one school year will be placed on the salary scale at the level which recognizes their previous consecutive contracts.

Effective September 1, 2021, an individual who is hired into a permanent position and who have continuous previous contracts without interruption shall be credited as of the date of the permanent position with the seniority and service accrued during his/her period of temporary employment and shall be placed on the salary scale at a level which recognizes the accumulated continuous service. It is understood however, that such an employee shall be subject to the full probationary period in the permanent position.

Date at Sudbury this ____ day of _____, 2021.

For Rainbow District School Board:

For OSSTF District 3, PSSP Unit:

LETTER OF AGREEMENT #4

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF),
DISTRICT 3,
PROFESSIONAL STUDENT SERVICES PERSONNEL (PSSP)**

Subject: BEHAVIOUR ANALYST POSITION

The Board and Union agree that the one current Behaviour Analyst position falls outside of the scope of the collective agreement as it is supervisory in nature.

Date at Sudbury this ____ day of _____, 2021.

For Rainbow District School Board:

For OSSTF District 3, PSSP Unit:
