

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)

AND

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
EDUCATION WORKERS**

PART B

TERMS NEGOTIATED LOCALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
SUPERVISION MONITORS AND CAFETERIA ASSISTANTS (SMACA/OSSTF)**

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

The collective agreement shall consist of two parts. Part "A" shall comprise those terms which are central terms. Part "B" shall comprise those terms which are local terms.

TABLE OF CONTENTS

OSSTF EDUCATION WORKERS – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT.....	7
C1.1	Separate Central and Local Terms.....	7
C1.2	Implementation.....	7
C1.3	Parties.....	7
C1.4	Single Collective Agreement.....	7
C2.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)	7
C2.1	Term of Agreement	7
C2.2	Amendment of Terms.....	7
C2.3	Notice to Bargain.....	7
C3.00	DEFINITIONS.....	8
C4.00	CENTRAL LABOUR RELATIONS COMMITTEE	9
C5.00	CENTRAL GRIEVANCE PROCESS	9
C5.1	Definitions	9
C5.2	Central Dispute Resolution Committee.....	10
C5.3	Language of Process	11
C5.4	Grievance Shall Include:	11
C5.5	Referral to the Committee	11
C5.6	Voluntary Mediation	12
C5.7	Selection of the Arbitrator.....	12
C6.00	EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED).....	12
C7.00	SPECIALIZED JOB CLASSES	12
C8.00	WORK YEAR	13
C9.00	STAFFING COMMUNICATION	13
C10.00	BENEFITS.....	13
C10.1	ELHT Benefits.....	13
C10.2	Eligibility and Coverage.....	13
C10.3	Funding	14
C10.4	Full-Time Equivalent (FTE) and Employer Contributions.....	15

C10.5	Benefits Committee	16
C10.6	Privacy	16
C10.7	Benefits not provided by the ELHT	16
C10.8	Payment in Lieu of Benefits	16
C11.00	STATUTORY LEAVES OF ABSENCE/SEB	16
C11.1	Family Medical Leave or Critical Illness Leave	17
	Supplemental Employment Benefits (SEB)	17
C12.00	SICK LEAVE	17
C13.00	MINISTRY INITIATIVES	21
C14.00	PROVINCIAL FEDERATION RELEASE DAYS	21
APPENDIX A – RETIREMENT GRATUITIES		23
A.	Sick Leave Credit-Based Retirement Gratuities (where applicable)	23
B.	Other Retirement Gratuities	23
APPENDIX B – ABILITIES FORM		24
LETTER OF AGREEMENT #1	RE: Sick Leave	26
LETTER OF AGREEMENT #2	RE: Job Security	27
LETTER OF AGREEMENT #3	RE: Provincial Working Group – Health and Safety	29
LETTER OF AGREEMENT #4	RE: Scheduled Unpaid Leave Plan	30
LETTER OF AGREEMENT #5	RE: Status Quo Central Items	32
LETTER OF AGREEMENT #6	RE: Additional Professional Activity (PA) Day	33
LETTER OF AGREEMENT #7	RE: Children’s Mental Health, Special Needs and Other Initiatives	34
LETTER OF AGREEMENT #8	RE: Online Reporting Tool for Violent Incidents	35
LETTER OF AGREEMENT #9	RE: Half Day of Violence Prevention Training	36
LETTER OF AGREEMENT #10	RE: Employee Life and Health Trust (ELHT) Committee	37
HISTORICAL APPENDIX OF CENTRAL TERMS - FOR REFERENCE ONLY - LOU#2		38
APPENDIX A - HRIS		45
HISTORICAL APPENDIX OF CENTRAL TERMS - FOR REFERENCE ONLY – LOU #9		46

TABLE OF CONTENTS

OSSTF EDUCATION WORKERS – PART B: CENTRAL TERMS

ARTICLE L1 - PURPOSE.....	51
ARTICLE L2 - EFFECTIVE PERIOD.....	51
ARTICLE L3 - RECOGNITION	51
ARTICLE L4 - STAFF/MANAGEMENT COMMITTEE.....	53
ARTICLE L5 - UNION MEMBERSHIP AND DUES CHECKOFF	53
ARTICLE L6 - NO STRIKE OR LOCK-OUT.....	54
ARTICLE L7 - MANAGEMENT RIGHTS	54
ARTICLE L8 - LABOUR/MANAGEMENT RELATIONSHIPS	54
ARTICLE L9 - PROBATIONARY PERIOD.....	55
ARTICLE L10 - JUST CAUSE	55
ARTICLE L11 - GRIEVANCE PROCEDURE.....	56
ARTICLE L12 - SENIORITY	59
ARTICLE L13 - JOB POSTINGS	61
ARTICLE L14 - WORKING CONDITIONS AND HOURS OF WORK	62
ARTICLE L15 - LEAVE PLANS.....	64
ARTICLE L16 - HOURLY RATES OF PAY	69
ARTICLE L17 - PAY DATES	71
ARTICLE L18 - VACATION PAY	72
ARTICLE L19 - PAID HOLIDAYS	73
ARTICLE L20 - BENEFIT PLANS.....	73
ARTICLE L21 – JOB SECURITY	75
ARTICLE L22 – JOINT RETURN TO WORK PROGRAM.....	75
ARTICLE L23 – Criminal Records Check.....	75
Letter of Understanding - Medical Documentation	77
Letter of Understanding – Job Description.....	78
Letter of Understanding – Pay Equity	78
Letter of Understanding – PD	78
Letter of Understanding – Auto Pay & Over Payments.....	79

Alphabetical List of Key Terms & Article Numbers

Title	Central Term Article	Local Term Article
Bargaining Unit Leave		L15.12
Benefits	C10.0 , LOA #2	ARTICLE L20
Benefits – Group Life and AD&D		L20.02
Criminal Records Check		ARTICLE L23
Definitions	C3.0	
Effective Period		ARTICLE L2
General Purpose		ARTICLE L1
Grievance Process	C5.0	ARTICLE L11
Holidays (Paid)		ARTICLE L19
Hourly Rates of Pay		ARTICLE L16
Job Postings		ARTICLE L13
Job Security	LOA #2	ARTICLE L21
Leave of Absence	C11.0 LOA #4	ARTICLE L15
Leaves - Bereavement Leave		L15.02 , L15.02 (a)
Leaves - Family Care	C11.1	L15.06
Leaves – Jury or Witness		L15.09
Leaves - Quarantine		L15.10
Leaves - Religious Beliefs & Practices		L15.03
Leaves – Unpaid		L15.07
Management Rights		ARTICLE L7
Maternity Leave (Pregnancy)		L15.08
Medical Documentation		LOU
No Strikes or Lockouts		ARTICLE L6
Pay Dates		ARTICLE L17
Pay Equity		LOU
Pension Plan	C6.0	L20.04
Personal Day		L15.05
Probationary Period		ARTICLE L9
Recognition		ARTICLE L3
Union Membership and Dues Checkoff		ARTICLE L5
Retirement Gratuity	C9.0 APPENDIX A	
Seniority		ARTICLE L12
Severe Weather		L15.04
Sick Leave	C12.0 , LOA #1	
Vacation Pay		ARTICLE L18
Working Conditions/Hours of Work		ARTICLE L14
Workplace Safety Insurance Board		L15.11
Forms:		
Medical Abilities Form	APPENDIX B	

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
EDUCATION WORKERS

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

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 STLD, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLD days from the previous school year's allocation.

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

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

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

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

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

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

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

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

g) Administration

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

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

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

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

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):		
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </td> <td> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </td> </tr> </table>		Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):
Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):				
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____		
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No					

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

[Return to TOC](#)

[Return to Key Terms](#)

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 (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)			
Additional comments on Limitations (not able to do) and/or Restrictions (<u>should/must</u> not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
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.

[Return to TOC](#)

[Return to Key Terms](#)

**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

- b) 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.
- c) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- d) 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.
- e) Casual employees are not entitled to pregnancy leave benefits.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- k) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- l) 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

TERMS NEGOTIATED LOCALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
SUPERVISION MONITORS AND CAFETERIA ASSISTANTS (SMACA/OSSTF)**

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

ARTICLE L1 - PURPOSE

- L1.01** The purpose of this Agreement is to promote the morale, well-being and security of all the employees in the Bargaining Unit, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salary for all employees who are subject to the provisions of this Agreement.

ARTICLE L2 - EFFECTIVE PERIOD

- L2.01** Revisions may only be made to this Agreement with the mutual written consent of the parties. Each party shall determine its respective bargaining procedures required to provide consent.

ARTICLE L3 - RECOGNITION

- L3.01** The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its Members employed by the Waterloo Region District School Board as supervision monitors and cafeteria assistants, including temporary employees assigned as such.
- L3.02** The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L3.03** The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- L3.04** A Member who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have Bargaining Unit and/or OSSTF representation.
- L3.05** The Bargaining Unit recognizes the right of the Board to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- L3.06** No discrimination, intimidation, interference, restraint or coercion will be practised by either the Board or the Bargaining Unit or by any of its officers or representatives against any Employee by reasons of membership or activity in the Union.
- L3.07** It is agreed that the Board and the Bargaining Unit or any of its officers or members shall act in accordance with the provisions in the Ontario Human Rights Code.
- L3.08** It is agreed that all Letters of Understanding that are appended to the Collective Agreement and all Appendices to this Agreement are deemed part of this Collective Agreement.

L3.09 Definitions:

- (a) “Board” means the Waterloo Region District School Board.
- (b) “OSSTF” means the Ontario Secondary School Teachers’ Federation.
- (c) “Bargaining Unit” refers to the Supervision Monitors and Cafeteria Assistants/ OSSTF District 24.
- (d)
 - (i) “Ten-month Full-Time Employee” means an Employee who is employed to work ten (10) months per year, thirty-five (35) hours per week.
 - (ii) “Ten-month Part-Time Employee” means an Employee who is employed to work ten (10) months per year, less than thirty-five (35) hours per week.
- (e) Temporary Employee shall mean an employee hired to:
 - (i) replace a permanent or probationary Employee absent due to illness, accident or leave of absence, or any other temporary reasons, for a period of time not to exceed one (1) school year;
 - (ii) work during periods of heavy workload or other temporary requirements for a period not exceeding three (3) months. Such temporary hours will be only those hours assigned in excess of the permanent hours allotted at the commencement of the school year to each school. The Bargaining Unit President shall be notified of such assignments. Notwithstanding L3.09 (e) (i) and subject to discussion with the Bargaining Unit, such period of time may be extended by mutual consent of the parties.
 - (iii) to support supervision requirements in the elementary panel as determined by Human Resource Services in consultation with Learning Services. Time assigned shall not exceed one (1) school year in length. Allocation is reviewed on an annual basis.
 - (iv) Temporary Employees shall not, by virtue of such employment, become permanent or probationary employees. The following provisions of the Collective Agreement shall be the only provisions that apply to temporary employees:
 - Article L1 - Purpose
 - Article L3 - Recognition
 - Article L5 - Union Membership and Dues Checkoff
 - Article L6 - No Strike or Lockout
 - Article L7 - Management Rights
 - Article L8 - Labour/Management Relationships (L8.01 to L8.08)
 - Article L11 - Grievance Procedure
 - Article L14 - Working Condition and Hours of Work (L14.01 to L14.10)

- Article L16 - Hourly Rates of Pay (L16.01)
- **Article L10 - Just Cause (L10.01 to L10.04)**

- (v) Where a Temporary Employee becomes permanent in the same assignment without a break in service from the temporary assignment, seniority and accumulated sick days shall be retroactive to the start date of the temporary assignment.

ARTICLE L4 - STAFF/MANAGEMENT COMMITTEE

- L4.01** The Staff/ Management Committee shall consist of up to three (3) representatives from the Bargaining Unit and up to three (3) representatives from management. Its purpose will be to consider matters of mutual interest. This committee shall meet monthly as scheduled or at the request of either party.
- L4.02** If the Board schedules such meetings during working hours, the Bargaining Unit representatives required to attend such meetings shall suffer no loss of pay.

ARTICLE L5 - UNION MEMBERSHIP AND DUES CHECKOFF

- L5.01** (a) Any employee presently a member of the Bargaining Unit and a member of the Bargaining Unit at the time of signing this agreement shall, as a condition of continued employment, remain a member of the Bargaining Unit, and further, any new employee of the Board working in the categories covered by this agreement shall, as a condition of employment, become a member of the Bargaining Unit.
- (b) On each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- (c) The OSSTF dues deducted in L5.01(b) shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- (d) Dues specified by the Bargaining Unit in L5.01(b), if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the fifteenth of the month following the date on which the deductions were made.

Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, their workplace location, annual salary, the number of days worked, salary for the period, and the amounts deducted.

- (e) OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE L6 - NO STRIKE OR LOCK-OUT

L6.01 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be defined as in the Ontario Labour Relations Act.

L6.02 In the event of a strike by other employees of the Board, no Employee covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by those other employees of the Board.

This shall not preclude participation of the Employee in duties associated with student safety, neither does this preclude the Employee from continuing to perform the duties of his/her position that would normally be assigned.

ARTICLE L7 - MANAGEMENT RIGHTS

L7.01 Both parties to this Agreement recognize that, subject to this Agreement, it is the sole right and responsibility of the Board to operate and manage the affairs of the Board in accordance with the statutes and regulations of Ontario.

L7.02 The Board agrees to precede any change to policy which affects Bargaining Unit members by written communication to the President of the Bargaining Unit.

ARTICLE L8 - LABOUR/MANAGEMENT RELATIONSHIPS

L8.01 The Board agrees to provide all Bargaining Unit members with an electronic copy of the Collective Agreement, the name of the Bargaining Unit President and the address and telephone number of the District 24 office.

L8.02 The Bargaining Unit shall notify the Board annually in writing the names of its representatives as follows: officers, including grievance officer, collective bargaining members, and branch representatives.

- L8.03** The Bargaining Unit shall be allowed to carry out Union business on the Board's premises at reasonable times and in reasonable locations **upon advance notification and approval of the Board. The Union agrees to provide the reason for the request for the Board to consider.**
- L8.04** The Bargaining Unit and its members shall have reasonable access to school fax machines in order to communicate between the worksite and District Office at a nominal fee established by school policy for non-Board business.
- L8.05** The Bargaining Unit shall continue to have reasonable access to the Board's courier service for communication with its Members and with the Board.
- L8.06** The Board agrees to provide the Bargaining Unit President, by September 30th of each year, with a list of employees who are eligible to perform temporary work as a supervision monitor or cafeteria assistant.
- L8.07** If additional names are added during the school year, notification will be provided in writing, on a monthly basis, to the Bargaining Unit President.

ARTICLE L9 - PROBATIONARY PERIOD

- L9.01** An employee, other than a temporary or casual employee, hired by the Board shall serve a probationary period no longer than six (6) consecutive working months. Extended periods of absence due to illness, leaves of absence, and Workplace Safety and Insurance Board claims are not considered part of the six (6) months.

ARTICLE L10 - JUST CAUSE

- L10.01** No Member shall be discharged, demoted, disciplined or suspended without just cause.
- The President of the Bargaining Unit shall receive copies of all correspondence regarding said breaches at the same time the Employee receives such notice.
- L10.02** When an Employee is suspended or discharged, the Employee shall be notified in writing of such suspension or discharge and the reason for same.
- The Employee is entitled to Bargaining Unit representation when notice of suspension or discharge is received.
- L10.03** It is understood that discharge or discipline of a probationary employee shall not be the subject of a grievance provided the Board was acting in good faith.

L10.04 At the employee's request, personally or through the bargaining unit, documents contained in an employee's Human Resources file of a disciplinary or negative nature, and all supporting documents shall be removed from these files thirty-three (33) months after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, 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 file.

ARTICLE L11 - GRIEVANCE PROCEDURE

L11.01 Definitions:

- (a) A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as:
 - (i) the Bargaining Unit
 - (ii) the Board
- (c) "Days" shall mean regular workdays unless otherwise indicated.

L11.02 Informal Stage:

An employee, with the concurrence of the Bargaining Unit, may initiate a complaint with the immediate supervisor **or Human Resource Services as applicable** within twenty-five (25) days from the day the cause of the grievance became known, or reasonably ought to have been known. The immediate supervisor **or Human Resource Services as applicable** shall answer the complaint in writing within **ten (10)** days after the receipt of the complaint.

L11.03 Formal Stage - Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the immediate Supervisor **or Human Resource Services as applicable** has failed.

(a) Step 1

Within ten (10) days following the reply of the immediate Supervisor **or Human Resource Services as applicable** under the informal stage, the Bargaining Unit may initiate a written grievance to the **Manager**, Human Resource **Services** responsible for the employee group.

The written grievance shall contain:

- (i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the Grievance Officer or designate of the Bargaining Unit.

The **Manager**, Human Resource **Services** responsible for the employee group shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The **Manager**, Human Resource **Services** responsible for the employee group shall answer the grievance in writing within **ten (10)** days following the meeting.

(b) Step 2

If the reply of the **Manager**, Human Resource **Services** responsible for the employee group is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within **ten (10)** days to the Senior Manager, Human Resource Services **responsible for the group**.

With the mutual consent of the Bargaining Unit and the Senior Manager, Human Resource Services **responsible for the group** or designate, the Senior Manager, Human Resource Services **responsible for the group** or designate, shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance.

The Senior Manager, Human Resource Services **responsible for the group** or designate, shall answer the grievance in writing within **ten (10)** days after receipt of the grievance, or, within **ten (10)** days following the meeting if such meeting occurred.

(c) Step 3

If the reply of the Senior Manager, Human Resource Services **responsible for the group** or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within **ten (10)** days to the **Coordinating** Superintendent, Human Resource Services.

The **Coordinating** Superintendent, Human Resource Services, or designate shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The **Coordinating** Superintendent, Human Resource Services or designate shall answer the grievance in writing within **ten (10)** days following the meeting.

If the reply of the **Coordinating** Superintendent, Human Resource Services or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration but such application must be made within twenty (20) days of the receipt of the reply.

L11.04 Grievance Procedure - Party

The Bargaining Unit and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Agreement. A party grievance shall be presented at Step 2 to the Bargaining Unit or the Senior Manager, Human Resource Services with responsibility of the group or designate as per Article L11.03 (b) and (c).

The written grievance shall contain:

- (i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the Grievance Officer or designate of the Bargaining Unit **or the Board representative.**

L11.05 Grievance Mediation

- (a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- (b) The parties agree that the cost of the mediator shall be split equally between the parties.
- (c) The timelines outlined in the grievance procedure shall be frozen at the time the parties agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L11.06 Arbitration

If no settlement is reached, the Bargaining Unit or the Board may submit the grievance to arbitration within twenty-five (25) working days of receipt of the response with a list of proposed Arbitrators.

Within twenty (20) working days thereafter, the other party shall respond in writing indicating their agreement of Arbitrator or suggesting another name. If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

The arbitrator shall not have jurisdiction or authority to alter or modify any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give

any decision inconsistent with the terms and provisions of this Agreement. It is agreed that in accordance with the Labour Relations Act of Ontario, s. 48 (16), an arbitrator shall not be permitted to extend any time limits not expressly agreed to between the bargaining unit and the employer. For clarity, s. 48(16) of the Act shall not apply.

L11.07 Cost of Arbitration

Both parties agree to pay one-half of the fees and expenses of the single arbitrator.

L11.08 Timelines may be extended if mutually agreed in writing.

L11.09 No member who is summoned to be in attendance at any stage of the grievance/arbitration procedures shall be detrimentally affected with respect to any provision within this Collective Agreement.

L11.10 One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

L11.11 Receipt of notification shall be deemed to be the date of delivery of a **couriered** letter or the date of personal delivery to the party concerned.

ARTICLE L12 - SENIORITY

L12.01 Seniority shall mean the length of continuous service in a position covered by this Agreement.

L12.02 A Member shall accumulate seniority during a leave of absence which has been approved by the Board.

L12.03 Where two or more Members are initially found to have equal seniority, the following criteria, taken in order, shall determine seniority:

- (a) length of continuous employment with the Board;
- (b) length of aggregate employment with the Board;
- (c) by lot.

L12.04 Seniority, once established for a Member, shall be forfeited and the Member's employment shall be deemed to be terminated under the following conditions:

- (a) if the Member resigns from employment with the Board;
- (b) if the Member retires;
- (c) if the Member is discharged for just cause and not reinstated through the Grievance and Arbitration Procedure;

- (d) if the Member has been laid off in excess of two (2) years;
- (e) if the Member fails to report for employment after the expiration of any leave granted, or fails to notify the Board of intention to return to work within six (6) working days after notice of recall from layoff is sent by **courier** to the last address shown on the Board's records.
- (f) **Is absent from work without authorization for three consecutive days upon which the Employee is scheduled to perform work. Extenuating circumstances may be reviewed at the sole discretion of the Board.**
- (g) **is absent due to illness for more than two years; before the Employer removes an Employee from the seniority list under the provision in this clause (g), the Employer will review the individual case.**

L12.05 Seniority lists, current as of September 30th, will be **accessible** to the Bargaining Unit each year. The seniority lists will be determined in accordance with the provisions of this article, and shall be used for the purposes of determining layoff and recall. Any objection to the seniority lists shall made to the **Manager, Human Resource Services with the responsibility of the employee group** within thirty (30) days, otherwise the listing shall be considered correct.

L12.06 Seniority lists will be prepared for the following permanent job classifications:

- (a) **Secondary** supervision monitor
- (b) Cafeteria assistant.

L12.07 A Member who has been recalled under L12.08(d) to another job classification shall be entitled to seniority within that job classification calculated, based upon continuous employment, from the date of certification of the Bargaining Unit.

L12.08 Layoff and Recall

- (a) Layoff and recall shall be on the basis of seniority, as defined under Article L12.01 among the members within the classification.
- (b) In the event of layoffs, Members within a job classification shall be laid off in the order of seniority beginning with the least senior. For the purposes of displacement (bumping) only, "Layoff" refers to a reduction of more than three (3) hours of work per week calculated from the number of hours held at September **of the current school year**.
- (c) Members shall be recalled within their own job classification in inverse order of layoff.
- (d) If there are no Members in a job classification on recall, then a Member on recall from the other job classification shall be offered an available opening in another job class for which they have the skills and ability to perform the job based upon the normal hiring criteria in a job posting. A Member who has accepted a position in another job classification retains the full rights of recall to a position within their own job classification as outlined in L12.08(e).

- (e) Members who are laid-off shall retain the right of recall for two (2) years to the job classification following the date of layoff. Member's right of recall shall be forfeited and the Member's employment in the job classification for which they were laid off shall be deemed to be terminated when:
- (i) the Member declines recall to a job classification for which the laid-off employee has seniority;
 - (ii) the Member fails to notify the Board of intention to return to employment within six (6) working days after notice of recall is sent by **courier** to the last address shown on the Board's records.
 - (iii) It shall be the duty of the laid-off Member to notify the Board promptly, in writing, of any change of address. If a laid-off Member should fail to do so, the Board shall not be responsible for failure of notice to reach the laid-off Member. Any notice sent by the Board by **courier** to the address of the laid-off Member, which appears on the Board's records, shall be deemed to have been received by the laid-off Member.
 - (iv) A Member who is recalled to a position with the Board following the effective date of termination shall be placed into a position as though there were no break in service. Notwithstanding the foregoing, if a Member who is probationary is recalled to a position with the Board more than ten (10) working days following the effective date of termination, time equivalent to the time on the recall list may be added to the remaining probationary period. Experience for grid purposes shall not accrue during any period of layoff.

ARTICLE L13 - JOB POSTINGS

L13.01 Definitions

"First consideration" shall mean that qualified Bargaining Unit applicants are to be screened, interviewed, and selected in accordance with this Article.

"Posting" shall mean electronic posting.

- L13.02** (a) Where there is a vacancy in the Bargaining Unit that is known to last for not less than six (6) months, it shall be filled as follows:
- i) In order of seniority, to an employee, who is on the recall list, or who has been declared surplus, subject to having the necessary qualification, ability, relevant knowledge, and skills to perform the job; otherwise,
 - ii) The vacancy shall be posted for at least five (5) working days prior to the closing date of the competition. For the purposes of posting positions in the months of July and August, vacancies shall be posted for at least ten (10) days.

- (b) Posted vacancies shall be filled in the following order:
- i) First consideration shall be given to applications from permanent full-time and part-time employees who hold the necessary qualifications and are not under a performance review and/or are not subject to ongoing disciplinary action; and if there are none
 - ii) Applications from probationary full-time and part-time employees who hold the necessary qualifications; and if there are none
 - iii) Applications from casual or temporary employees within the Bargaining Unit who hold the necessary qualifications; and if there are none
 - iv) External candidates from outside the Bargaining Unit.

L13.03 Job postings shall normally reflect but shall not be limited to the work location, job title, starting date, general requirements to perform the duties of the position, and to whom the applications should be sent.

L13.04 In selecting a candidate to fill a position within the Bargaining Unit, the Employer shall consider:

- (1) Skill, ability, qualifications and experience required by the position
- (2) Seniority.

Where the factors in (1) are relatively equal, in the judgment of the Employer, then factor (2) shall govern.

Where factor (2) is utilized, seniority shall be measured in accordance with Article XII (Seniority) of this Collective Agreement.

L13.05 The Employer may place a casual employee in a vacant position pending staffing of the position in accordance with this Article.

L13.06 **Access to** each job posting shall be provided **electronically** to the President of the Bargaining Unit at the time of the posting.

L13.07 Members of the Bargaining Unit shall have access to job exchange and/or job sharing consistent with Board policy as outlined in the Board's Administration Procedures.

ARTICLE L14 - WORKING CONDITIONS AND HOURS OF WORK

L14.01 Hours of Work

- (1) The normal hours of work for the Supervision Monitors shall be between 7.30 a.m. and 4.00 p.m.
- (2) The normal work hours of work for the Cafeteria Assistants shall be between 6:00 a.m. and 3.30 p.m.

(3) The hours assigned shall be established by the Employee's supervisor. A full-time equivalent position shall be considered thirty-five hours per week.

L14.02 Full-time employees shall be entitled to a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m. Part-time employees shall be entitled to one fifteen (15) minute break for each 3.5 hours of consecutively assigned work. Such breaks may be taken away from the employee's normal work area. Such breaks shall be scheduled at a time mutually agreeable to the Employee and the Employee's supervisor.

L14.03 (a) Employees shall be paid at the rate of time and one-half for all previously authorized hours worked over their regular seven (7) hour workday. The Employee may elect, with the approval of the supervisor, to take time-in-lieu of such paid overtime.

(b) If approved lieu time cannot be taken, the employee shall submit a time sheet. The employee will be paid within four (4) weeks of submission of the completed time sheet to the Payroll Department.

L14.04 Employees who are called back to work by their Supervisor shall be paid a minimum of two (2) hours at the appropriate overtime rate.

L14.05 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid the regular hourly rate for the hours worked up to and including seven (7) hours. After seven (7) hours have been worked, article L14.03 applies.

L14.06 (a) Authorized time worked on Saturdays shall be paid at the rate of time and one half.

(b) Authorized time worked Sunday shall be paid at the rate of double time.

(c) Authorized time worked on paid holidays, as listed in Article LXIX, L19.01, shall be paid at double and one-half time.

L14.07 Permanent employees shall participate in **all** scheduled Professional Activity Days including the professional activity day scheduled for the last day of the school year. It is expected that all employees will be in attendance on the scheduled professional activity days **provided by the SMACA Bargaining Unit** and each person in attendance will be paid their normal rate of pay for the day.

All supply and temporary employees shall have the opportunity to attend all **Bargaining Unit planned** Professional Activity Days without pay.

L14.08 Supervision Monitors shall not be assigned teaching duties, as provided for in the Education Act and Regulations thereunder, but will be required to perform such supervisory duties to ensure the safety and well-being of students.

L14.09 Effective September 1, 2003, the minimum number of work days assigned to supervision monitors shall be the minimum number of school days required within the Education Act.

L14.10 Effective September 1, 2003, the minimum number of work days assigned to cafeteria assistants shall be the minimum number of days from the first day of the school year for students to the Friday preceding the end of the school year.

ARTICLE L15 - LEAVE PLANS

L15.01 Bereavement Leave

- (a) Leave without loss of pay for up to five (5) school days for a bereavement in the immediate family which shall include: father, mother, sister, brother, child, spouse (or equivalent), stepfather, stepmother, stepchild, ward, fiancé(e).
- (b) Leave without loss of pay for up to three (3) school days for a bereavement in the immediate family which shall include: grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepbrother, stepsister, guardian.
- (c) Additional leave without loss of pay for up to two (2) school days may be granted for travel time, only if such is required for (a) and (b) immediately above.
- (d) Leave without loss of pay for bereavement of aunt, uncle, niece, nephew, or close personal friend subject to the conditions outlined in Miscellaneous Leaves L15.02 below.

L15.02 Miscellaneous Leaves

A Member shall be entitled to leaves with pay for up to three (3) school days per year for the following purposes and subject to the restrictions indicated:

- a) Bereavement leave for up to one (1) school day for aunt, uncle, niece, nephew, or close friend as outlined in L15.01 (d) above to a maximum of two (2) school days per year.
- b) Writing examinations, but not including preparation time, to a maximum of two (2) school days per year.
- c) Attendance at graduation ceremonies from a post-secondary institution when the Member, Member's spouse and/or children are recipients of a degree to a maximum of one (1) school day per year.
- d) Leave to observe **Religious Beliefs and Practices** required by a Member in addition to paid leave days provided in L15.03 below.

L15.03 Leave To Observe Religious Beliefs and Practices

- (a) Leave(s) to observe religious beliefs and practices shall be granted in accordance with the Ontario Human Rights Code.
- (b) Employees applying for such religious beliefs and practices days will give five (5) days written notice, and will do so via the appropriate Board webform to the Manager, Human Resource Services. Exceptions to the notice period may be considered at the discretion of the Board.
- (c) Leave(s) to observe religious beliefs and practices will be limited to a maximum of three (3) days with pay, notwithstanding Article L15.02(d). Days in excess of three (3) for such religious beliefs and practices will be without pay.

L15.04 Severe Weather

When an employee is unable to reach the employee's place of employment from the Employee's residence because of weather conditions severe enough to make it impossible for the employee to be present for their scheduled shift, there will be no pay deduction. Employees are expected to make every reasonable effort to report to work.

L15.05 Personal Leave

Each Member shall be entitled to attend to an important personal matter, to a maximum of one (1) day per school year. Arrangements for this will be made through the Member's immediate supervisor, or designate. A reason is not required for this personal leave day.

L15.06 Family Care Leave

An Employee is entitled to leave without loss of pay for up to one (1) day due to illness of father, mother, child, or spouse until suitable nursing help may be obtained. A Member may access up to two (2) additional days.

L15.07 Leave of Absence For An Extended Period

A Member who has completed their probationary period may be granted a leave of absence, for a period of up to a maximum of two (2) years without pay, and without loss of seniority on the following basis:

Written application for such leave showing good and sufficient reason for a leave must be submitted to the **Manager**, Human Resource **Services** responsible for the employee group, or designate, for **consideration**. **Notice shall be a minimum of two (2) months prior to the date on which the leave is to commence. Such leave may be approved at the sole discretion of the Board.** A shorter notice period **may be approved** under extenuating circumstances.

L15.08 Pregnancy and Parental Leave

- (a) Pregnancy and parental leave shall be granted as provided by the Employment Standards Act and the regulations established thereunder.

- (b) Sick days may be used for leave prior to the maternity leave, with a statement from a qualified medical practitioner attesting to the need.
- (c) A Member shall be entitled to a leave for up to one (1) school day in order to be with the spouse either at the time of birth or to help in the home upon the arrival at home of the newborn or adopted child.

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

- (g) total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (h) 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.
- (i) 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.
- (j) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- (k) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (l) 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.
- (m) 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

L15.09 Jury or Witness Leave

Any Member who is required to act as a juror or court witness in any proceeding to which the Member is not a party or one of the persons charged, will be granted the necessary leave of absence, without loss of pay, benefits or seniority, provided that the payment the Member receives from the court, exclusive of expenses, is turned over to the Board.

L15.10 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Member despite absence from duty in any case where, because of exposure to a communicable disease, the Member is quarantined or otherwise prevented by the order of the Public Health authorities from attending upon the Member's duties.

L15.11 Workplace Safety Insurance Board

- (a) When an Employee has submitted a claim to the Workplace Safety & Insurance Board, the Employer will advance the Employee their daily rate of pay during the absence and the Employee's sick leave account will be charged one (1) full day for each day absent

until the Employee's sick leave has expired or until the Workplace Safety & Insurance Board renders a decision, whichever comes first.

- (b) Should the Workplace Safety & Insurance Board allow the lost time, the Employee's sick leave account will be adjusted within fifteen (15) working days of the Employer receiving written confirmation from the Workplace Safety & Insurance Board, to reflect the appropriate percentage top up not covered by the Workplace Safety & Insurance Allowance. When the Employee's sick leave account has expired, the Workplace Safety & Insurance Allowance will be paid by the Workplace Safety & Insurance Board directly to the Employee and the Employee will be placed on an approved leave of absence, without pay.
- (c) Should the Workplace Safety & Insurance Board deny the lost time, the Employee's sick leave account will continue to be charged one (1) full day for each day absent until the Employee returns to work or until the Employee's sick leave account has expired, whichever comes first. The amount of any advance paid to the Employee will be converted fully to sick leave salary, necessary to remit the Employee's federal income tax, employment insurance premiums and Canada Pension Plan contributions. At the expiration of the Employee's sick leave, the procedure outlined in Article XV, L15.13(e) will apply.
- (d) Should the Member's sick leave account expire before the Workplace Safety & Insurance Board renders a decision and following consultation with the Member and the Bargaining Unit, Human Resources may place the Member on a Leave of Absence without pay.
- (e) At the expiration of an employee's sick leave benefits, the Employer shall receive from the Employer's physician and if necessary from a medical specialist, a statement which will indicate one of the following:
 - (i) The Employee should be able to resume regular duties with the Employer. The Employer is prepared to grant a leave of absence for illness for up to one (1) year under the circumstances referred to in L15.13(e) above and will guarantee to hold the Employee's position for that period of time.
 - (ii) The Employee is sufficiently disabled so as to be unable to carry out any duties with the Employer and should, therefore, be receiving benefits under the Bargaining Unit's Long-Term Disability Plan, if available. For Employees not participating in the Long Term Disability Plan, the Employer has the right to terminate any employee unable to return to work.

The Employer agrees to hold the employee's position, or a similar position in duties and salary, for a period of up to two (2) years. After two (2) years on Long-Term Disability, if medical opinion indicated that the Employee is permanently disabled, the Employee may be terminated. If, in the opinion of the physician(s) the Employee is not permanently disabled, the Employer may grant a leave of absence for a specific period of time.

The Employer is prepared to grant a leave of absence for illness for up to one (1) year under the circumstances referred to in L15.13 (e) above and will guarantee to hold the Employee's position for that period of time.

L15.12 Bargaining Unit Leave

- (a) The President of the Bargaining Unit, or designate, shall be entitled to **forty (40)** days per school year to attend to union business. Such days shall be without loss of pay, seniority or benefits. The President of the Bargaining Unit, or designate, shall notify the Manager of Employee Relations & Staffing (Admin. & Support Staff) and the employee's immediate supervisor at least two (2) days in advance of such leave being taken.
- (b) When requested by the Board to attend joint committee meetings during work hours, employees shall be paid release time if they attend.

ARTICLE L16 - HOURLY RATES OF PAY

L16.01 (a) Cafeteria Assistants:

- (i) Effective **September 1, 2019:**

Step	Hourly Rate
1	\$14.49
2	\$14.85
3	\$15.24
4	\$15.59

- (ii) Effective **September 1, 2020:**

Step	Hourly Rate
1	\$14.63
2	\$15.00
3	\$15.39
4	\$15.75

- (ii) Effective **September 1, 2021:**

Step	Hourly Rate
1	\$14.78
2	\$15.15
3	\$15.54
4	\$15.91

(b) Supervision Monitors (Secondary)

(i) Effective **September 1, 2019:**

Step	Hourly Rate
1	\$17.05
2	\$18.57
3	\$20.12
4	\$21.66

(ii) Effective **September 1, 2020:**

Step	Hourly Rate
1	\$17.22
2	\$18.76
3	\$20.32
4	\$21.88

(iii) Effective **September 1, 2021:**

Step	Hourly Rate
1	\$17.39
2	\$18.95
3	\$20.52
4	\$22.10

Where Permanent 10-month contract employees supply for another SMACA Bargaining Unit member, in the secondary pool, they will be paid at their current rate of pay.

(c) Supervision Monitors (Elementary)

(i) Effective **September 1, 2019: \$14.49**

(ii) Effective **September 1, 2020: \$14.63**

(i) Effective **September 1, 2021: \$14.78**

(d) Temporary Employees (Secondary School Setting)

A temporary employee shall be paid the following rates during the first three (3) months in a temporary assignment:

(i)	Cafeteria Assistants	
	Effective September 1, 2019	\$14.49
	Effective September 1, 2020	\$14.63
	Effective September 1, 2021	\$14.78
(ii)	Supervision Monitors (Secondary)	
	Effective September 1, 2019	\$16.37
	Effective September 1, 2020	\$16.53
	Effective September 1, 2021	\$16.70

Temporary employees shall be paid at Step One of their appropriate grid after three (3) consecutive months of employment in the same temporary assignment.

Notwithstanding the rates outlined in L16.01 (c) and L16.01 (d), at no time shall an employee be paid less than Minimum Wage as outlined by the *Employment Standards Act, 2000*.

- L16.02** All Members will be placed on the grid at their appropriate grid step based upon their accumulated experience with the Board as of the date of ratification.
- L16.03** All Members who are not at the maximum grid step shall proceed through their appropriate level on the basis of approved annual increments, calculated from their date of hire.
- L16.04** Recognition for experience may be granted at the time of employment. Such recognition shall be at the discretion of the **Manager, Human Resource Service with the responsibility of the group** or designate. The onus shall be on the Member to produce verification of previous experience.

ARTICLE L17 - PAY DATES

- L17.01** For the period September 1, **2019** to August 31, **2020**, payment of salaries shall take place on the following dates:

August 30, 2019	January 3, 2020	May 8, 2020
September 13, 2019	January 17, 2020	May 22, 2020
September 27, 2019	January 31, 2020	June 5, 2020
October 11, 2019	February 14, 2020	June 19, 2020
October 25, 2019	February 28, 2020	July 3, 2020
November 8, 2019	March 13, 2020	July 17, 2020
November 22, 2019	March 27, 2020	July 31, 2020
December 6, 2019	April 9, 2020	August 14, 2020
December 20, 2019	April 24, 2020	

For the period September 1, **2020** to August 31, **2021** payment of salaries shall take place on the following dates:

August 28, 2020	December 31, 2020	May 7, 2021
September 11, 2020	January 15, 2021	May 21, 2021
September 25, 2020	January 29, 2021	June 4, 2021
October 9, 2020	February 12, 2021	June 18, 2021
October 23, 2020	February 26, 2021	July 2, 2021
November 6, 2020	March 12, 2021	July 16, 2021
November 20, 2020	March 26, 2021	July 30, 2021
December 4, 2020	April 9, 2021	August 13, 2021
December 18, 2020	April 23, 2021	

For the period September 1, **2021** to August 31, **2022** payment of salaries shall take place on the following dates:

August 27, 2021	December 31, 2021	May 6, 2022
September 10, 2021	January 14, 2022	May 20, 2022
September 24, 2021	January 28, 2022	June 3, 2022
October 8, 2021	February 11, 2022	June 17, 2022
October 22, 2021	February 25, 2022	June 30, 2022
November 5, 2021	March 11, 2022	July 15, 2022
November 19, 2021	March 25, 2022	July 29, 2022
December 3, 2021	April 8, 2022	August 12, 2022
December 17, 2021	April 22, 2022	

- L17.02** Employees shall not be required to submit time sheets for permanent hours assigned. Where an employee is assigned temporary hours, the Board may require such hours to be reported weekly, on time sheets.

ARTICLE L18 - VACATION PAY

- L18.01** Vacation pay is calculated on the basis of years of service to August 31 of the current year. Effective September 1, 2003, Vacation Pay is calculated on the basis of years of service to September 15 of the current year. Effective September 1, 2003, employees shall receive their vacation pay entitlement with their pay on a bi-weekly basis.

Members with:

- a) one (1) year of service and less shall receive 4% of yearly earnings
- b) three (3) years of service shall receive 6% of yearly earnings
- c) six (6) years of service shall receive 6.4% of yearly earnings
- d) seven (7) years of service shall receive 6.8% of yearly earnings

- e) eight (8) years of service shall receive 7.2% of yearly earnings
- f) nine (9) years of service shall receive 7.6% of yearly earnings
- g) ten (10) years of service shall receive 8% of yearly earnings
- h) thirteen (13) years of service shall receive 8.4% of yearly earnings
- i) fourteen (14) years of service shall receive 8.8% of yearly earnings
- j) fifteen (15) years of service shall receive 9.2% of yearly earnings
- k) sixteen (16) years of service shall receive 9.6% of yearly earnings
- l) seventeen (17) years of service shall receive 10% of yearly earnings
- m) nineteen (19) years of service shall receive 10.4% of yearly earnings
- n) twenty-one (21) years of service shall receive 10.8% of yearly earnings
- o) twenty-three (23) years of service shall receive 11.2% of yearly earnings
- p) twenty-four (24) years of service shall receive 11.6% of yearly earnings
- q) twenty-five (25) years of service shall receive 12% of yearly earnings.

ARTICLE L19 - PAID HOLIDAYS

L19.01 The following days are considered paid holidays:

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

* When any of the above holidays marked * fall on Saturday and/or Sunday, the succeeding Monday (and Tuesday if applicable) will be observed as holiday(s). In the event schools are in session on the succeeding Monday, the preceding Friday will be observed as the holiday.

** When it does not fall within mid-winter break

L19.02 Payment for paid holidays shall be on the basis of the number of hours worked per week divided by five and multiplied by the appropriate hourly rate in order to establish the paid holiday rate.

ARTICLE L20 - BENEFIT PLANS

L20.01

The Benefits plan is provided by the OSSTF Employee Life and Health Trust (ELHT) as outlined in the central agreement. As of the date of ratification of this agreement the benefits plan is administered by Ontario Teacher Insurance Plan (OTIP). Benefit eligibility determination is determined solely by the ELHT.

Details of the Benefits plan will be provided directly to eligible members by the benefits provider. Additional information is available upon request from OTIP and or the Bargaining Unit.

1. a) Benefit Allowance

After three (3) months of continuous employment, a permanent Cafeteria Assistant will be paid an additional monthly sum as set out below, calculated and applied on a daily basis, in lieu of benefits (pro-rated for part-time cafeteria assistants).

Benefits Allowance: \$50.00 per month.

L20.02 Basic Group Life And Accidental Death And Dismemberment

1. Employees may select either \$2,000 or \$25,000

The cost of the premium to be paid in the following manner:
Effective September 1, 2009:

The cost of the premium to be paid in the following manner:
95% by the Board; 5% by the Employee.

2. Every new employee is required to participate in this plan.

3. In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$210,000 in the current Agreement period. The premium cost of such optional coverage is to be paid by the Member.

Effective September 1, 2003:

In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$250,000 in the current Agreement period. The premium cost of such optional coverage is to be paid by the Member.

4. The Member may adjust optional insurance coverage each year after being duly notified by the Board.

5. Annual increments of \$10,000 may be made without evidence of insurability.

L20.03 Other Benefits

1. On the death of a Member covered by this Agreement, the Board will continue coverage for the eligible spouse/dependent(s) of the deceased Member, for a maximum period of

two years, on payment of 100% of the premium cost by the deceased Member's spouse/dependent(s).

2. Pensioners are eligible to remain on the group billing for Extended Health and Dental coverage on payment of 100% of the premium cost. Pensioners will be pooled into a separate group for Extended Health and Dental coverage.
3. On the death of a Pensioner who has retained Extended Health Care Benefits and/or Dental Coverage, the Board will continue coverage for the eligible spouse/dependent(s), for a maximum period of two years, on payment of 100% of the premium cost by the deceased pensioner's spouse/dependent(s).

L20.04 O.M.E.R.S. Type 1 Pension

All Members, except those required to contribute to the Ontario Teachers' Pension Plan, shall, as a condition of employment, be enrolled in the Ontario Municipal Employees Retirement System.

ARTICLE L21 – JOB SECURITY

- L21.01** In order to provide job security for the members of the Bargaining Unit, the Employer agrees not to contract out any work or services presently performed by the Bargaining Unit, which would result in any layoff of a Bargaining Unit member.

ARTICLE L22 – JOINT RETURN TO WORK PROGRAM

- L22.01** The parties agree to work co-operatively to facilitate all early and safe return-to-work for members of the Bargaining Unit in accordance with the Workplace Safety and Insurance Act and any other relevant legislation. **An employee/member has the right to union representation at any meeting where a return to work/accommodation program is being discussed.**

ARTICLE L23 – Criminal Records Check

- L23.01** The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the **Coordinating** Superintendent of Human Resources and those personnel designated by the **Coordinating** Superintendent.

L23.02 The Board shall not externally release any information about a member obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising statutory obligations.

Letter of Understanding - Medical Documentation

1. No member of the Board Administration or **Bargaining Unit** shall offer medical advice to a Member unless qualified to do so.
2. The Board shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the Member are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual Member, the Human Resources Manager with responsibility for disability management and the Human Resources Officer - Attendance/Disability Management. A Member will be provided with copies of any and all information contained in their medical file within five (5) working days of a written request being delivered to the Human Resources Manager or the Human Resources Officer responsible for disability management. In the event of an IME report, information will be provided to the Member or their qualified health care practitioner.
3. A Member who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.
 - a) If the Member is medically fit to return to work, the note will indicate the Member is fit to return to work and be given to the Human Resources Officer – Attendance/Disability Management.
 - b) If the Member is unable to return to their previous work (full-time or part-time), or if accommodations to work are required, the note will be given to the Human Resources Officer-Attendance/Disability Management and will include:
 - i. Confirmation of an active treatment plan
 - ii. Indication if a referral to another medical practitioner has been made
 - iii. Delineation of limitations
 - iv. Indication of the date of reassessment.
 - c) In the event the information provided in 3b is insufficient, following consultation with the **Bargaining Unit** and an explanation to the Member of what is insufficient, the Board may request additional documentation to supplement the original note.
 - d) In the event that the Board has a concern about a pattern of absences, the Board may request a meeting with the Member and the **Bargaining Unit** to discuss the concern. Following the meeting the Board may request supporting medical documentation.
4. When a return to work plan is required, the plan will be developed cooperatively between the Board and the **Bargaining Unit** with input from the Member based on medical documentation.

5. Accommodations required by a Member while performing at their full or reduced F.T.E. workload will be developed cooperatively between the Board and the **Bargaining Unit** with input from the Member based on medical documentation.
6. Should the Board request from a Member, an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Board, the Member and the **Bargaining Unit**.

Letter of Understanding – Job Description

The parties agree that the job description for Supervision Monitors may periodically be amended to reflect the changes in duties and responsibilities, as discussed and agreed to by the Staff/Management Committee.

Letter of Understanding – Pay Equity

The Board and the Bargaining unit agree to establish a joint committee to meet no later than October 31, 2016 for a review of Pay Equity and to jointly develop Terms of Reference for the development of a Pay Equity Plan and to establish the joint maintenance process. Any extension to this timeline shall only be made by mutual agreement.

Members of the Bargaining Unit joint committee representatives shall be released to attend joint meetings in order to establish the Pay Equity Plan. Such release time shall not be considered as Bargaining Unit Leave.

Letter of Understanding - SMACA Professional Development Support

In order to support SMACA professional developmental activities to support student and staff well-being, the Board agrees to provide the SMACA Bargaining Unit Executive with professional development assistance in the amount of \$1200, to be paid at the start of each school year. It is agreed that this payment would generally be received no later than October 15th of each calendar year (as applicable).

It is agreed and understood that this letter shall expire at the end of the current collective agreement.

Letter of Understanding

SMACA ESM Employee Autopay and SMACA Bargaining Unit Overpayment Agreement

The Union and the Board acknowledge that there have been disruptions to the pay of Elementary Supervision Monitors (ESM) due to their utilization of hourly timesheets to report their hours worked. In addition, the Board acknowledges that Elementary Supervision Monitors are eligible for sick leave as contemplated by C 12.0 Sick Leave.

As such, it is agreed and understood that:

- 1) Subject to an agreed upon repayment agreement between the Parties, the Board shall move all ESMs to autopay in the payroll system.
- 2) All ESMs shall report any sick time through the Board's absence collection/deployment system as soon as possible.
- 3) Should an ESM have a change in their FTE, it is agreed that the ESM shall immediately notify Human Resources as this will result in a potential overpayment or underpayment situation and also alter their sick leave entitlement.
- 4) Notwithstanding the overpayment process outlined below, it is agreed that should an ESM end their employment with the Board for any reason, the Board shall be authorized to take all reasonable measures to recover any overpayment received by said employee, in part or full on a timely basis.

SMACA BARGAINING UNIT OVERPAYMENT SITUATIONS

1. The Board will identify a situation where the Board is of the view that an employee has been overpaid within one year of the overpayment.
2. The Board will provide a written explanation to the Employee and the Union of the amount of the alleged overpayment and the reason for it.
3. Within fourteen (14) days of the Board providing the explanation in paragraph two, the Union and the Board will discuss and determine if there is an agreement that there is an overpayment and the amount of the overpayment.
4. If the Employee, Union and the Board agree concerning the fact of the overpayment and the amount of it, then they shall record that agreement in writing within seven (7) days of their agreement.
5. Within twenty-eight (28) days of the agreement referred to in paragraph four, the Board is authorized to deduct, on a bi-weekly basis, up to five percent of the gross wages of the employee in order to satisfy the overpayment. The parties can, by written agreement, change the five percent maximum to a different maximum percentage, either higher or lower.
6. The bi-weekly deductions will continue until the agreed upon amount of the overpayment has been rescinded. The requirement for the Board to implement a statutory notice of

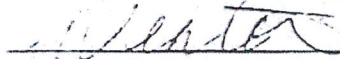
garnishment will suspend the bi-weekly deductions for the period that the statutory garnishment is being satisfied.

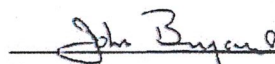
- 7. No interest will be charged to an Employee in respect of overpayments or amounts owed in respect of overpayments.**
- 8. The Employee will endeavour, where possible, to repay any overpayment amount in the current calendar year to mitigate potential Canada Revenue Agency (CRA) tax reporting implications.**
- 9. Any disputes regarding alleged overpayments of employees in this bargaining unit, or any issues regarding the interpretation or application of this protocol, may be referred to expedited arbitration as outlined under Section 49 of the Labour Relations Act.**

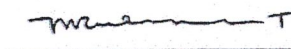
SIGNATURES

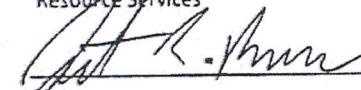
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 12th day of, January, 2021.

For The Waterloo Region District School Board:


Chairperson of the Board

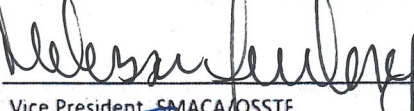

Director of Education

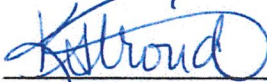

Coordinating Superintendent, Human
Resource Services



Senior Manager, Human Resource Services

For SMACA/OSSTF:


President & Chief Negotiator, SMACA/OSSTF


Vice President, SMACA/OSSTF


Member, Collective Bargaining Committee


Member, Collective Bargaining Committee