

**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, 2014 TO AUGUST 31, 2017**

*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 – Plan A Central

<b>C1.0</b>	<b>STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)</b>	<b>8</b>
<b>C1.1</b>	Separate Central and Local terms	8
<b>C1.2</b>	Implementation	8
<b>C1.3</b>	Parties	8
<b>C1.4</b>	Single Collective Agreement	8
<b>C2.0</b>	<b>LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)</b>	<b>8</b>
<b>C2.1</b>	Term of Agreement	8
<b>C2.2</b>	Amendment of Terms	8
<b>C2.3</b>	Notice to Bargain	8
<b>C3.0</b>	<b>DEFINITIONS</b>	<b>9</b>
<b>C4.0</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE</b>	<b>10</b>
<b>C5.0</b>	<b>CENTRAL GRIEVANCE PROCESS</b>	<b>10</b>
<b>C5.1</b>	Definitions	10
<b>C5.2</b>	Central Dispute Resolution Committee	11
<b>C5.3</b>	Language of Process	12
<b>C5.4</b>	Grievance Shall Include	12
<b>C5.5</b>	Referral to the Committee	12
<b>C5.6</b>	Voluntary Mediation	13
<b>C5.7</b>	Selection of the Arbitrator	13
<b>C6.0</b>	<b>EXTENDED MANDATORY ENROLLMENT IN OMERS (for emp's not currently enrolled)</b>	<b>13</b>
<b>C7.0</b>	<b>SPECIALIZED JOB CLASSES</b>	<b>13</b>
<b>C8.0</b>	<b>WORK YEAR</b>	<b>14</b>
<b>C9.0</b>	<b>VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT</b>	<b>14</b>
<b>C10.0</b>	<b>BENEFITS</b>	<b>14</b>
<b>C10.1</b>	Funding	14
<b>C10.2</b>	Cost Sharing	15
<b>C10.3</b>	Payment in Lieu of Benefits	15
<b>C11.0</b>	<b>STATUTORY LEAVES OF ABSENCE/SEB</b>	<b>15</b>
<b>C11.1</b>	Family Medical Leave or Critically Ill Child Care Leave	15
<b>C12.0</b>	<b>SICK LEAVE</b>	<b>16</b>
<b>C12.1</b>	Sick Leave/Short Term Leave and Disability Plan	16
	a) Sick Leave Benefit Plan	16
	b) Sick Leave Days	16
	c) Short-Term Leave and Disability Plan (STLDP)	16
	d) Eligibility and Allocation	17
	e) Short-Term Leave and Disability Plan Top-up	17
	f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment	18
	g) Administration	18
	h) Pension Contributions While on Short Term Disability	19

<b>C13.0</b>	<b>MINISTRY INITIATIVES</b>	<b>19</b>
A.	Sick Leave Credit-Based Retirement Gratuities (where applicable)	21
B.	Other Retirement Gratuities	21
<b>APPENDIX B – ABILITIES FORM</b>		<b>22</b>
<b>LETTER OF AGREEMENT #1</b>		<b>24</b>
RE: Sick Leave		24
<b>LETTER OF AGREEMENT #2</b>		<b>25</b>
RE: Benefits		25
<b>LETTER OF AGREEMENT #3</b>		<b>34</b>
RE: Regulated Support Staff Compensation Sub-Committee		34
<b>LETTER OF AGREEMENT #4</b>		<b>35</b>
RE: Job Security		35
<b>LETTER OF AGREEMENT #5</b>		<b>37</b>
RE: Early Childhood Educators Work Group		37
Re: Provincial Health and Safety Working Group		38
<b>LETTER OF AGREEMENT #7</b>		<b>39</b>
RE: Scheduled Unpaid Leave Plan		39
<b>LETTER OF AGREEMENT #8</b>		<b>41</b>
RE: Status Quo Central Items		41
<b>LETTER OF AGREEMENT #9</b>		<b>42</b>
RE: Status Quo Central Items as Modified by this Agreement		42
<b>LETTER OF AGREEMENT #10</b>		<b>46</b>
RE: Long Term Disability (LTD) Plan Working Group		46
<b>LETTER OF AGREEMENT #11</b>		<b>47</b>
Re: Additional Professional Activity (PA) Day		47
<b>LETTER OF AGREEMENT #12</b>		<b>48</b>
RE: Children’s Mental Health, Special Needs and Other Initiatives		48
<b>LETTER OF AGREEMENT #13</b>		<b>49</b>
RE: Violence Prevention Training		49

## Table of Contents - Part B Local

ARTICLE LI - PURPOSE	51
ARTICLE LII - EFFECTIVE PERIOD	51
ARTICLE LIII - RECOGNITION	51
ARTICLE LIV - STAFF/MANAGEMENT COMMITTEE	53
ARTICLE LV - UNION MEMBERSHIP AND DUES CHECKOFF	53
ARTICLE LVI - NO STRIKE OR LOCK-OUT	54
ARTICLE LVII - MANAGEMENT RIGHTS	54
ARTICLE LVIII - LABOUR/MANAGEMENT RELATIONSHIPS	54
ARTICLE LIX - PROBATIONARY PERIOD	55
ARTICLE LX - JUST CAUSE	55
ARTICLE LXI - GRIEVANCE PROCEDURE	56
ARTICLE XII - SENIORITY	60
ARTICLE LXIII - JOB POSTINGS	62
ARTICLE LXIV - WORKING CONDITIONS AND HOURS OF WORK	63
ARTICLE LXV - LEAVE PLANS	64
L15.01 Bereavement Leave	64
L15.02 Miscellaneous Leaves	65
L15.03 Leave To Observe Religious Holy Days	65
L15.04 Severe Weather	65
L15.05 Personal Leave	66
L15.06 Family Care Leave	66
L15.07 Leave of Absence For An Extended Period	66
L15.08 Pregnancy and Parental Leave	66
L15.09 Jury or Witness Leave	68
L15.10 Quarantine	68
L15.11 Workplace Safety Insurance	68
L15.12 Bargaining Unit Leave	70
ARTICLE LXVI - HOURLY RATES OF PAY	70
ARTICLE LXVII - PAY DATES	73
ARTICLE LXVIII - VACATION PAY	74
ARTICLE LXIX - PAID HOLIDAYS	74
ARTICLE LXX - BENEFIT PLANS	75
L20.02 Extended Health Benefits	76

L20.03	Dental Plan	76
L20.04	Basic Group Life And Accidental Death And Dismemberment	76
L20.05	Other Benefits	77
L20.07	O.M.E.R.S. Type 1 Pension	77
20.08	Group Retirement Savings Plan	78
ARTICLE LXXI – JOB SECURITY		78
ARTICLE LXXII – JOINT RETURN TO WORK PROGRAM		78
ARTICLE LXXIII – Criminal Records Check		78
Letter of Understanding - Medical Documentation		79
Letter of Understanding – Professional Development Allocation		80
Letter of Understanding – Group Benefits and Other Working Conditions		80
Letter of Understanding – Benefit Enhancement Monies		81
Letter of Understanding – Job Description		82
Letter of Understanding – Pay Equity		82

## Alphabetical List of Key Terms & Article Numbers

Title	Central Term Article	Local Term Article
Bargaining Unit Leave		<a href="#">L15.14</a>
Benefits	<a href="#">C10.0</a> , <a href="#">LOA #2</a>	<a href="#">ARTICLE LXX</a> , <a href="#">LOU</a> , <a href="#">LOU</a>
Benefits – Health Care		<a href="#">L20.02</a>
Benefits – Dental Care		<a href="#">L20.03</a>
Benefits – Group Life and AD&D		<a href="#">L20.04</a>
Criminal Records Check		<a href="#">ARTICLE LXXIII</a>
Definitions	<a href="#">C3.0</a>	
Effective Period		<a href="#">ARTICLE LII</a>
General Purpose		<a href="#">ARTICLE LI</a>
Grievance Process	<a href="#">C5.0</a>	<a href="#">ARTICLE LXI</a>
Group Retirement Savings Plan		<a href="#">20.08</a>
Holidays (Paid)		<a href="#">ARTICLE LXIX</a>
Hourly Rates of Pay		<a href="#">ARTICLE LXVI</a>
Job Postings		<a href="#">ARTICLE LXIII</a>
Job Security	<a href="#">LOA #4</a>	<a href="#">ARTICLE LXXI</a>
Leave of Absence	<a href="#">C11.0</a> <a href="#">LOA #7</a>	<a href="#">ARTICLE LXV</a>
Leaves - Bereavement Leave		<a href="#">L15.02</a> , <a href="#">L15.03 (i)</a>
Leaves - Family Care	<a href="#">C11.1</a>	<a href="#">L15.07</a>
Leaves – Jury or Witness		<a href="#">L15.11</a>
Leaves - Quarantine		<a href="#">L15.12</a>
Leaves - Religious holy days		<a href="#">L15.04</a>
Leaves – Unpaid		<a href="#">L15.08</a>
LTD	<a href="#">LOA #10</a>	
Management Rights		<a href="#">ARTICLE LVII</a>
Maternity Leave (Pregnancy)		<a href="#">L15.09</a>
Medical Documentation		<a href="#">LOU</a>
No Strikes or Lockouts		<a href="#">ARTICLE LVI</a>
Pay Dates		<a href="#">ARTICLE LXVII</a>
Pay Equity		<a href="#">LOU</a>
Pension Plan	<a href="#">C6.0</a>	<a href="#">L20.07</a>
Personal Day		<a href="#">L15.06</a>
Probationary Period		<a href="#">ARTICLE LIX</a>
Recognition		<a href="#">ARTICLE LIII</a>
Relationship, Union Membership and Dues Checkoff		<a href="#">ARTICLE LV</a>
Retirement Gratuity	<a href="#">C9.0</a> <a href="#">APPENDIX A</a>	
Seniority		<a href="#">ARTICLE XII</a>
Severe Weather		<a href="#">L15.05</a>
Sick Leave	<a href="#">C12.0</a> , <a href="#">LOA #1</a>	<a href="#">15.01</a>
Vacation Pay		<a href="#">ARTICLE LXVIII</a>
Working Conditions/Hours of Work		<a href="#">ARTICLE LXIV</a>
Workplace Safety Insurance		<a href="#">L15.13</a>
Forms:		
Medical Abilities Form	<a href="#">APPENDIX B</a>	

**PART A**

**TERMS NEGOTIATED CENTRALLY**

**BETWEEN**

**COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)**

**AND**

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

**SEPTEMBER 1, 2014 TO AUGUST 31, 2017**

## **C1.0 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.

## **C2.0 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, 2014 to August 31, 2017, 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.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

### **C3.0 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

#### **C4.0 CENTRAL LABOUR RELATIONS COMMITTEE**

- C4.1 The CTA 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. The parties agree that the Crown may attend meetings.
- C4.6 OSSTF/FEESO and CTA representatives will each select one co-chair.
- C4.7 Additional representatives may attend as required by each party.

#### **C5.0 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 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) 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.

- iii) The Committee shall complete its review within 20 days of the grievance being filed.
- iv) 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.
- v) 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.

### **C6.0 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.

## **C7.0 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.

## **C8.0 WORK YEAR**

The fulltime 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.

## **C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**

a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the employee's normal retirement date.

b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.

d) If an Employee is 61 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

## **C10.0 BENEFITS**

Parties have agreed to participate in a Provincial Benefit Trust, set out in the appended Letter of Agreement #2, subject to the due diligence process contained therein. The date on which a Board commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

**C10.1 Funding**

- a) The funding per full-time equivalent employee will be calculated as per the appended Letter of Agreement.

**C10.2 Cost Sharing**

- a) With respect to the funding in C10.1 a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

**C10.3 Payment in Lieu of Benefits**

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

**C10.4** Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.**C11.0 STATUTORY LEAVES OF ABSENCE/SEB****C11.1 Family Medical Leave or Critically Ill Child Care Leave**

- a) Family Medical Leave or Critically Ill Child Care leaves 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.

## **C12.0 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. Casual employees are not entitled to benefits under this article.

#### **b) Sick Leave Days**

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

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

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



#### d) Eligibility and Allocation

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

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

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

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

Notwithstanding the parameters outlined above, the following shall apply to an employee 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 their working 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 or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
  - iii. 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.
- 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 OTTP 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 OTTP 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 for 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.

## **C13.0 MINISTRY INITIATIVES**

OSSTF/FEESO education workers will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

## 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 de district catholique Centre-Sud
  - x. Conseil scolaire Viamonde

### B. Other Retirement Gratuities

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

First Day of Absence:  
\_\_\_\_\_

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

Date of Assessment:  
dd mm yyyy

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

#### PHYSICAL (if applicable)

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

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

<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities ( <i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i> )			
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:</b>			
<b>3: Health Care Professional to complete.</b>			
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: <b>dd</b> <b>mm</b> <b>yyyy</b>	
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: <b>dd</b> <b>mm</b> <b>yyyy</b>			
<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>			
<b>Date:</b>			
<b>Telephone Number:</b>			
<b>Fax Number:</b>			
<b>Signature:</b>			

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

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.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2017.



## **LETTER OF AGREEMENT #2**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown/Couronne**

#### **RE: Benefits**

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

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

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

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

#### **1.0.0 GOVERNANCE**

- 1.1.0 OSSTF-EW shall be a separate division within the Trust and accounted for separately.
- 1.2.0 The parties confirm their intention to do the following:
  - a) Provide education workers access to the same plan as that of the teacher's plan.
  - b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

## **2.0.0 ELIGIBILITY and COVERAGE**

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

## **3.0.0 FUNDING**

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

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

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

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

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

and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

3.2.8 The Trust shall retain rights to the data and the copy of the software systems.

3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
  - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education. Total Cost excludes retiree costs and casual employee costs. The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
  - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
  - i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).

Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,
  - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.

If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for

casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31<sup>st</sup> of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> 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:
  - i. names;
  - ii. benefit classes;
  - iii. plan or billing division;
  - iv. location;
  - v. identifier;
  - vi. date of hire;
  - vii. date of birth;
  - viii. gender;
  - ix. 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.

## **LETTER OF AGREEMENT #3**

### **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: Regulated Support Staff Compensation Sub-Committee**

Whereas there are varying salaries of OSSTF/FEESO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:

Within thirty (30) days of ratification of the final local agreement, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO.

The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain OSSTF/FEESO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants and skilled trades are not included in this group.

The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.

## **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: 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, 2017.

**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')**

**AND**

**The Crown/Couronne**

**RE: Early Childhood Educators Work Group**

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of up to twelve (12) members shall be established as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO

The work group shall convene to consider and make recommendations concerning, but not limited to the following:

- Compensation rates and methods
- Hours of work
- Preparation time
- FDK class size and split classes
- Extended day program
- Staffing levels
- Professional collaboration and development

The work group shall make joint recommendations to the parties no later than June 30, 2016.

## **LETTER OF AGREEMENT #6**

### **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 Health and Safety Working Group**

The parties agree to participate in the Provincial Health and Safety Working Group. 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. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for OSSTF/FEESO members;
- Caring and Safe Schools as it relates to OSSTF/FEESO members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.

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

## **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')**

#### **RE: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016 and 2016-2017 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) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year;  
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 2015-2016 and 2016-2017 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016 and 2016-2017 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. 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. Exceptions may be considered with mutual consent. 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, 2017.



## 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')**

**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 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. 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. Allowances
2. Work Week
3. Paid Vacation
4. Statutory Holidays
5. Premiums
6. Staffing Levels
7. Professional Judgment and Reporting
8. ECE Preparation Time

## LETTER OF AGREEMENT #9

### BETWEEN

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

### AND

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

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

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

#### **1. Pregnancy Leave Benefits**

##### Definitions

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

##### Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately

following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.

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

- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

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

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

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

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

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

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective

agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. For clarity, those boards that had five (5) or less shall remain at that level. Boards that had five (5) or more days shall be capped at five (5) days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

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

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

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

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

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

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

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

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

## **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')**

#### **RE: Long Term Disability (LTD) Plan Working Group**

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and OSSTF/FEESO members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

**LETTER OF AGREEMENT #11**

**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 should there be an additional PA Day beyond the current six (6) PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. 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 #12**

**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 #13**

### **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: Violence Prevention Training**

OSSTF/FEESO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and OSSTF/FEESO no later than November 30, 2016.

Local boards will consult with local unions regarding the implementation of the training program.

**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, 2014 TO AUGUST 31, 2017**

## **ARTICLE LI - 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 LII - 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 LIII - 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) A Temporary Employee who is hired to a full time temporary assignment known to be greater than six (6) months in duration shall be entitled to two (2) days of sick leave credit for reasons of personal illness or injury per consecutive month of employment.

Where a temporary assignment extends beyond six (6) months and the Temporary Employee remains in the same temporary assignment, the Temporary Employee shall be entitled to two (2) days of sick leave credit per consecutive month of employment commencing the first day of the seventh month of consecutive employment for reasons of personal illness or injury.

Such sick leave shall be cumulative to the end of the assignment. A Temporary Employee who works less than full time shall receive such sick days pro-rated to time worked.

- (v) 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 LI - Purpose
- Article LIII - Recognition
- Article LV - Union Membership and Dues Checkoff
- Article LVI - No Strike or Lockout
- Article LVII - Management Rights
- Article LVIII - Labour/Management Relationships (L8.01 to L8.08)
- Article LXI - Grievance Procedure
- Article LXIV - Working Condition and Hours of Work (L14.01 to L14.10)
- Article LXVI - Hourly Rates of Pay (L16.01)

- (vi) 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 LIV - 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 LV - 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 LVI - 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 LVII - 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 LVIII - 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 office, 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.
- 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 on its electronic information system for each Bargaining Unit Member, the following: grid step placement, salary, benefit plan participation and accumulated sick leave credits as of August 31<sup>st</sup>.
- L8.07** The Board agrees to provide the Bargaining Unit President, by September 30<sup>th</sup> of each year, with a list of employees who are eligible to perform temporary work as a supervision monitor or cafeteria assistant.
- L8.08** 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 LIX - 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 LX - 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 Bargaining Unit shall receive copies of all correspondence regarding said suspension or discharge and the reasons for the 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 LXI - 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 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 shall answer the complaint in writing within five (5) 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 has failed.

(a) Step 1

Within ten (10) days following the reply of the immediate Supervisor under the informal stage, the Bargaining Unit may initiate a written grievance to the **Human Resources Manager 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 **Human Resources Manager responsible for the employee group** shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The **Human Resources Manager responsible for the employee group** shall answer the grievance in writing within five (5) days following the meeting.

(b) Step 2

If the reply of the **Human Resources Manager responsible for the employee group** is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the **Senior Manager, Human Resource Services**.

With the mutual consent of the Bargaining Unit and the **Senior Manager, Human Resource Services**, or designate, the **Senior Manager, Human Resource Services**, 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**, or designate, shall answer the grievance in writing within five (5) days after receipt of the grievance, or, within five (5) days following the meeting if such meeting occurred.

(c) Step 3

If the reply of the **Senior Manager, Human Resource Services** or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the **Superintendent, Human Resource Services**.

The **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 **Superintendent, Human Resource Services** or designate shall answer the grievance in writing within five (5) days following the meeting.

If the reply of the **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**

In the case of all other grievances by a party to the Collective Agreement (including those on behalf of a group of members, or an individual member who by circumstances is unable to initiate an individual complaint), the party making the grievance shall take the following steps in sequence to resolve the matter:

(a) Step 1

The party making the grievance shall make a written grievance to the **Superintendent, Human Resource Services** or President of the Bargaining Unit, as the case may be within twenty-five (25) days from the day the cause of the grievance became known or reasonably ought to have been known, who shall answer the grievance in writing within five (5) days following receipt of the written grievance.

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.

(b) Step 2

If the reply of the President of the Bargaining Unit, or designate, or the **Superintendent, Human Resource Services**, or designate, as the case may be, is not acceptable to the party making the grievance, that party may then apply in writing for arbitration within twenty (20) days of the receipt of the reply.

#### **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**

The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration. **The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an Arbitrator within (5) days of the receipt of the written notification of the desire to move to arbitration, the Minister of Labour, upon the request of either party, shall make the appointment.**

**Upon the written request of either party to the other party, the grievance shall be submitted to an Arbitration Panel. The written request shall contain the name of the first party's appointee to the Arbitration Panel. The recipient of the notice shall, within five (5) days, inform the other of the name of its appointee to the Arbitration Panel. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairperson.**

**If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.**

**A grievance may be submitted to expedited arbitration under Section 49 of the Ontario Labour Relations Act.**

#### **L11.07 Cost of Arbitration**

Both parties agree to pay one-half of the fees and expenses of the single arbitrator. In the case of an Arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half of the fees and expenses of the Chair of the Arbitration Board.

**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 registered letter or the date of personal delivery to the party concerned.

## **ARTICLE XII - 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 registered mail to the last address shown on the Board's records.

**L12.05** Seniority lists, current as of September 30<sup>th</sup>, will be supplied to the Bargaining Unit in October of 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 be made to the Manager of Employee Relations 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 1, 2015.**
- (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 registered mail 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 registered mail 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 LXIII - 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** A copy of each job posting shall be provided 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 LXIV - 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 be entitled to participate in at least three (3) 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 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 Professional Activity Days without pay, subject to prior approval from the Administrator and availability of space.**

**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 LXV - 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 L15.03 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:

- i) Bereavement leave for up to one (1) school day for aunt, uncle, niece, nephew, or close friend as outlined in L15.02 (d) above to a maximum of two (2) school days per year.
- ii) Writing examinations, but not including preparation time, to a maximum of two (2) school days per year.
- iii) 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.
- iv) Leave to observe Religious Holy Days required by a Member in addition to paid leave days provided in L15.04 below.

#### **L15.03 Leave To Observe Religious Holy Days**

- (a) Only Religious Holy Days which fall on a school day where the employee is forbidden to work by the member's religion will be considered.
- (b) Members applying for such Religious Holy Days will give one month's notice to the appropriate Human Resources Manager through their immediate supervisor of pending Religious Holy Days.
- (c) Leave to observe Religious Holy Days will be limited to a maximum of three (3) days with pay. Days in excess of three (3) will be without pay except as otherwise provided in L15.03(iv) above.

#### **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 **Human Resources Manager responsible for this employee group**, or designate, for approval, two (2) months prior to the date on which the leave is to commence. A shorter notice period will be acceptable 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) The Board's share of contributions for benefits covered under Article LXX shall be paid on behalf of the employee for the statutory portion of the Maternity Leave.
- (c) Sick days may be used for leave prior to the maternity leave, with a statement from a qualified medical practitioner attesting to the need.
- (d) 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,
  - iv. a casual employee within the meaning of the local collective agreement,
  - v. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or

- vi. 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,
  - iii. a term assignment within the meaning of the local collective agreement, or
  - iv. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

#### **Common Central Provisions**

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

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

#### **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**

- (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 thirty (30) 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 LXVI - HOURLY RATES OF PAY**

##### **L16.01 (a) Cafeteria Assistants:**

- (i) Effective September 1, 2011:

Step	Hourly Rate
1	\$11.35
2	\$11.68
3	\$12.04
4	\$12.38

- (ii) Effective **September 1, 2015:**

Step	Hourly Rate
1	<b>\$11.46</b>
2	<b>\$11.80</b>
3	<b>\$12.16</b>
4	<b>\$12.50</b>

- (ii) Effective **September 1, 2016:**

Step	Hourly Rate
1	<b>\$11.46</b>
2	<b>\$11.80</b>
3	<b>\$12.16</b>
4	<b>\$12.50</b>

(iii) Effective **February 3, 2017:**

Step	Hourly Rate
1	\$11.52
2	\$11.86
3	\$12.22
4	\$12.56

(b) **Supervision Monitors (Secondary)**

(i) Effective September 1, 2011:

Step	Hourly Rate
1	\$15.99
2	\$17.41
3	\$18.85
4	\$20.31

(ii) Effective **September 1, 2015:**

Step	Hourly Rate
1	\$16.15
2	\$17.58
3	\$19.04
4	\$20.51

(iii) Effective **September 1, 2016:**

Step	Hourly Rate
1	\$16.15
2	\$17.58
3	\$19.04
4	\$20.51

(iv) Effective **February 3, 2017:**

Step	Hourly Rate
1	\$16.23
2	\$17.67
3	\$19.14
4	\$20.61

**(c) Supervision Monitors (Elementary)**

- (i) Effective September 1, 2011:  
\$12.28 (equals 80% of Temporary Employee Rate of pay)  
After 3 consecutive months of employment in the same assignment, 80% of Step 1 of the Supervision Monitors (Secondary)  
\$12.79
- (ii) Effective **September 1, 2015**:  
\$12.40 (equals 80% of Temporary Employee Rate of pay)  
\* After 3 consecutive months of employment in the same assignment, 80% of Step 1 of the Supervision Monitors (Secondary) **\$12.92**
- (i) Effective **September 1, 2016**:  
\$12.40 (equals 80% of Temporary Employee Rate of pay)  
\* After 3 consecutive months of employment in the same assignment, 80% of Step 1 of the Supervision Monitors (Secondary) **\$12.92**
- (i) Effective **February 3, 2017**:  
\$12.46 (equals 80% of Temporary Employee Rate of pay)  
\* After 3 consecutive months of employment in the same assignment, 80% of Step 1 of the Supervision Monitors (Secondary) **\$12.98**

**(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, 2011 \$10.77
  - Effective **September 1, 2015** **\$10.88**
  - Effective **September 1, 2016** **\$10.88**
  - Effective **February 3, 2017** **\$10.93**
- (ii) Supervision Monitors (Secondary)
  - Effective September 1, 2011 \$15.35
  - Effective **September 1, 2015** **\$15.50**
  - Effective **September 1, 2016** **\$15.50**
  - Effective **February 3, 2017** **\$15.58**



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

- 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 Superintendent of Human Resources or designate. The onus shall be on the Member to produce verification of previous experience.

#### **ARTICLE LXVII - PAY DATES**

- L17.01** For the period September 1, 2014 to August 31, 2015 payment of salaries shall take place on the following dates:

August	22	December	24	May	1
September	5	January	9	May	15
September	19	January	23	May	29
October	3	February	6	June	12
October	17	February	20	June	26
October	31	March	6	July	10
November	14	March	20	July	24
November	28	April	2	August	7
December	12	April	17		

For the period September 1, 2015 to August 31, 2016 payment of salaries shall take place on the following dates:

August	21	December	24	April	29
September	4	January	8	May	13
September	18	January	22	May	27
October	2	February	5	June	10
October	16	February	19	June	24
October	30	March	4	July	8
November	13	March	18	July	22
November	27	April	1	August	5
December	11	April	15	August	19

**For the period September 1, 2016 to August 31, 2017 payment of salaries shall take place on the following dates:**

September	2	January	6	May	12
September	16	January	20	May	26
September	30	February	3	June	9
October	14	February	17	June	23
October	28	March	3	July	7
November	11	March	17	July	21
November	25	March	31	August	4
December	9	April	13	August 18	
December	23	April	28		

**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 LXVIII - 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 LXIX - 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 LXX - BENEFIT PLANS

**Note:** Subject to [Central Terms C10.0](#) and [Letter of Agreement #2](#)

The Board will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

### L20.01

1. a) Effective January 1, 2002, the Waterloo Region District School Board Plan is described in items L20.02, L20.03, L20.04, L20.05, L20.06, L20.07 and L20.08 and is available to all Members of the Board's Supervision Monitors.
- b) Cafeteria Assistants wishing to participate in the Board's benefit plan may do so on payment of 100% of the premium cost.
- c) 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.

2. In the event of a strike or lockout, all benefit plans shall remain in force and shall become the full financial responsibility of the members or the Federation.
3. A copy of the Group Master Policy(ies) relevant to the Bargaining Unit shall be given to the Bargaining Unit within one month of being received by the Board. In the event that the Board changes Carrier(s) of the Insured Benefit Plan, the Board agrees to implement coverage equal to or greater than coverage as described in the Master Policy(ies).
4. The Board and the Bargaining Unit will cooperate in the publication of a benefits Booklet to be made available to all Members covered by this Agreement.
5. Effective September 1, 2006, for the purposes of Article LXX only, full-time shall be considered 24 hours or greater.
6. The Benefits booklet is deemed to be part of the collective agreement.

#### **L20.02 Extended Health Benefits**

1. 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.

#### **L20.03 Dental Plan**

- (a) Every new employee who is not enrolled in a dental plan is required to participate in this plan.

- (b) Effective September 1, 2009:

The cost of the premium to be paid in the following manner:

95% by the Board; 5% by the Employee.

#### **L20.04 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.

#### **L20.05 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).

#### **L20.06 Administration of Benefit Plan**

The plan will be administered through the Board office and premiums will be handled by payroll deduction.

#### **L20.07 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.

#### **20.08 Group Retirement Savings Plan**

Members who choose to contribute to the OTG Group Retirement Savings Plan by means of payroll deduction should inform the OTG by November 30 for deductions to take place starting January 1 of the following year or by March 15 for deductions to take place starting the first of May.

### **ARTICLE LXXI – 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 LXXII – 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.

### **ARTICLE LXXIII – 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 Superintendent of Human Resources and those personnel designated by the 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 Association 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 Association 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 Association 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 Association 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 Association 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 Association.

### **Letter of Understanding – Professional Development Allocation**

The Board agrees to transfer directly to the SMACA of District 24 OSSTF Bargaining Unit no later than December 31, 2008, the Bargaining Unit's proportional share of the \$17 million one-time 2008-09 Ministry of Education funding enhancement for professional development and training for educational support workers.

The Bargaining Unit's share of this enhancement shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements.

The Board agrees to share the data and calculations required in determining the Bargaining Unit's proportional share.

The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

### **Letter of Understanding – Group Benefits and Other Working Conditions**

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008 – 2012 collective agreement:

- All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain *status quo* for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.
- SMACA/OSSTF's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.



- The Board shall share the financial analysis and calculations of this allocation with SMACA/OSSTF.
- Upon written request, the Board shall provide SMACA/OSSTF with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.
- The Parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives from SMACA/OSSTF and up to three (3) representatives from the Board, plus appropriate resources. The Committee will commence its deliberations no later than ninety (90) days following the date of ratification.

The Committee shall be responsible for reviewing and determining the group benefits and other working condition enhancements to be applied to SMACA/ OSSTF for implementation by September 1, 2010. It is understood that the total amount used for group benefits and other working condition enhancements shall not exceed SMACA/ OSSTF's proportionate share of the fund provided by the Ministry of Education. Further, effective September 1, 2010 it is agreed that a portion of the funds will be used to offset the cost of the implementation of the change in Board share and Employee share as it relates to Article L20.02, L20.03, and L20.04.

### **Letter of Understanding**

**This is in accordance with the Letter of Understanding RE: Group Benefits and Other Working Conditions contained within the 2008/2012 Collective Agreement between the Supervision Monitors and Cafeteria Assistants of District 24/OSSTF and the Waterloo Region District School Board. The parties have met to review the Letter of Understanding dated November 22, 2010 and have agreed as follows:**

**The parties have agreed that benefit enhancement monies will be deployed for the SMACA/OSSTF bargaining unit, as outlined below, effective September 1, 2015.**

- 1. The total sum available to the bargaining unit will be divided by the number of permanent cafeteria assistants and permanent part-time secondary supervision monitors (permanent hours of less than 24 hours per week) and that sum will be divided by 10 (based on a 10-month employee). The sum determined by the calculation will equal the monthly allowance payable to each permanent cafeteria assistant and permanent part-time secondary supervision monitor employed by the Board. It is further agreed that such payment will occur every two (2) months.**

2. In the event that the total number of permanent cafeteria assistants and permanent part-time secondary supervision monitors is different than the number reflected in number 1 above, the calculation identified above will be redone. The new monthly allowance amount will be applied in the first month following an increase or reduction in the number of permanent cafeteria assistants and permanent part-time secondary supervision monitors.

#### **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.

## SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 11th day of, October, 2017.

For The Waterloo Region District School Board:



Chairperson of the Board



Director of Education

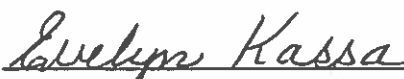


Coordinating Superintendent, Human  
Resource Services



Senior Manager, Human Resource Services

For SMACA/OSSTF:



President, SMACA/OSSTF



Chief Negotiator, SMACA/OSSTF



Member, Collective Bargaining Committee

**EXTENSION AGREEMENT**

BETWEEN:

Ontario Public School Boards' Association (OPSBA)  
AND  
Ontario Catholic School Trustees' Association (OCSTA)  
AND  
L'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO)  
AND  
L'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC)

hereinafter:

COUNCIL OF TRUSTEES' ASSOCIATIONS/CONSEIL DES ASSOCIATIONS D'EMPLOYEURS  
"CTA/CAE"

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FÉDÉRATION DES ENSEIGNANTES-  
ENSEIGNANTS DES ÉCOLES SECONDAIRES DE L'ONTARIO  
hereinafter: "OSSTF/FEESO"

AND AGREED TO BY:

THE CROWN/LA COURONNE

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Agreement is conditional upon local collective agreement terms remaining status quo for the period September 1, 2017 to August 31, 2019. The parties and the Crown agree to recommend the terms of this Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative changes or regulatory amendments and as such are subject to the legislative process. Such changes have not yet been made. Therefore, the content of this Agreement should be considered to be subject to such changes, when and if made, and if such enabling changes are not made or alter the terms of this Agreement in any fashion, this Agreement shall be considered null and void in its entirety.

2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OSSTF/FEESO and by CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 31, 2017 but will complete ratification no later than April 14, 2017.
3. The terms of this Agreement shall be effective on September 1, 2017, except as otherwise provided herein.
  - The expiry date of Letters of Understanding #1 Sick Leave, #4 Job Security, #7 Scheduled Unpaid Leave Plan and #11 Additional Professional Activity (P.A.) Day shall be revised as noted in Appendix I and the terms of LOUs #1, 4, 7 and 11 shall continue in effect, uninterrupted, until August 30, 2019.
4. The English version or the French version of the central agreement shall be equally authoritative in accordance with the language of operation of the applicable school board.
5. The collective agreement shall continue to consist of two parts. Provisions of Part A and Part B shall continue until August 31, 2019 without amendment, except as noted herein and in Appendix 1 attached to this Agreement.
  - Letters of Understanding/Agreement contained in or pertaining to language from the 2014-17 collective agreements shall continue in force and effect for the term of this Agreement. However, where there is reference to an expiry date, the expiry date will be extended by two (2) years.
  - Where local letters of agreement reference specific dates as opposed to an expiration date, these shall be amended such that “2015-2016 and/or 2016-2017” shall be replaced by “2017-2018 and/or 2018-2019”.

## 6. COMPENSATION

School boards shall adjust their current salary grids, and position of responsibility allowances only in accordance with the following schedule:

- September 1, 2017
  - 1.5%
- September 1, 2018
  - 1%
- February 1, 2019
  - 1%
- August 31, 2019

- 0.5%

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all employees covered by this Agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. OSSTF/FEESO agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages in the 2016-17 school year as a lump sum payment to all employees of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017.

Permanent employees and those on a long term assignment on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be adjusted as if they earned their normal salary/wage for the period of the time on the statutory leave.

Employees on an approved deferred salary leave in the 2017-2018 year on September 5, 2017, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017.

The lump sum payment shall be provided by November 1, 2017.

For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year.

The parties agree that, if the percentage increases in aggregate for general salary noted above are less than the aggregate percentage increases for general salary agreed to at other education worker table (s) for the years 2017-18 and 2018-19, the general salary increases for 2017-18 and 2018-19 agreed to at the other education worker table (s) will be allocated to OSSTF/FEESO education worker members.

## **7. BENEFITS**

(a) Effective September 1, 2017 inflationary increases shall be provided in each of the following years:

- September 1, 2017 : 4%
- September 1, 2018 : 4%

These inflationary increases will result in a funding amount of \$5,278 per FTE effective September 1, 2017 and \$5,489 per FTE effective September 1, 2018.

There will be a reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the plan per FTE (adjusted for an additional 4% amount prorated for 8 months) and the funded amount per FTE in place as of September 1, 2018. This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OSSTF/FEESO's ELHT's financial statements for OSSTF Education Workers, excluding any and all costs related to retirees. The parties agree that the audited financial statements should provide a breakdown of total cost consistent with this definition. FTE is defined in accordance with Article 3.2.9 (j) of the Benefits Letter of Agreement #2 in the 2014-2017 agreement on central terms and as reported in Appendix H of EFIS for the following two periods: March 2018 per the 2017-18 financial statements and October 2018 per the 2018-19 revised estimates.

- (b) The parties agree to amend the Letter of Agreement #2 re. Benefits of the 2014-17 Agreement on Central Terms to read "The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than November 1, 2017 and may vary by Board." All other provisions in the Letter of Agreement remain in effect.
- (c) Permanent instructors employed by the Waterloo Catholic District School Board, Simcoe County District School Board and Ottawa Carleton District School Board shall be eligible for inclusion in the OSSTF ELHT no later than November 1, 2017. Upon inclusion in the ELHT any payments in lieu of health, life and dental benefits provided in accordance with local agreements shall cease.

## **8. VIOLENCE PREVENTION**

The parties and the Crown agree that the promotion of a violence-free teaching/working/learning environment benefits students, education workers and teachers.

The parties further recognize that OSSTF/FEESO has created a task force to consult with front-line workers to receive input and advice on promoting a violence-free environment;

The parties are committed to providing a venue for the work of the Task Force to be reported, including the creation of a process for follow-up to the recommendations:

The parties and the Crown hereto commit to the following:

- (a) Upon the request of OSSTF/FEESO, school boards will grant union release time to members as required for consultations subject to reimbursement and reasonable operational needs. Such time release shall not be counted toward any maximum union time release allowed for in local collective agreements nor exceed a half day release for up to twelve individuals at a board across all OSSTF/FEESO bargaining units.

- (b) The CTA agrees to assist, upon OSSTF/FEESO's request, with the facilitation of individual district school boards' assistance with the completion of the OSSTF/Violence Prevention Task Force's work.
- (c) Following ratification, OSSTF/FEESO, the CTA and the Crown agree to develop a joint agenda item for the next Provincial Working Group on Health and Safety meeting to discuss with the full group a plan including the OSSTF/FEESO Violence Prevention Task Force's work.
- (d) The OSSTF/FEESO Violence Prevention Task Force report will be shared with the central parties through the Central Labour Relations Committee.

## **9. PRIORITIES FUND SYSTEM INVESTMENT**

### **(a) Special Education System Investment**

In recognition of the role that education assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018 which will continue in the 2018-2019 school year, to be utilized for special education needs.

The projected amount for OSSTF/FEESO is \$13,386,098 as noted in Appendix 2.

OSSTF/FEESO's allocated funding shall be utilized by school boards in the following manner:

- i. To prevent, to the extent possible, layoffs arising as a result of special education funding reductions for the 2017-2018 and 2018-2019 staffing years.
- ii. Any funds remaining after utilization consistent with (i) above shall be used by boards in those years to enhance staffing consistent with the priorities under the program. Any staffing recalls shall be made in accordance with local collective agreements.

### **(b) Other Staffing Amount**

In recognition of the role that office, clerical and technical, and custodial and maintenance employees play in promoting safe, healthy and caring schools, the government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018, which will continue in the 2018-2019 school year.



The projected amount for OSSTF/FEESO is \$6,408,908 as noted in Appendix 2.

(c) For each of 9(a) and 9(b), each board shall engage with the local union to discuss the use of this funding. In this discussion, the board shall provide the union with:

- i. anticipated staffing levels based on current budget projections prior to receipt of the funding, including information about the potential impacts of any
  - catastrophic or unforeseeable events;
  - changes in enrolment;
  - school closure and/or school consolidation;
  - funding changes directly related to services provided by bargaining unit members; and/or
  - positions reduced through attrition.
- ii. the impact of the funding on the board's projected staffing levels.

Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.

## **10. COMMUNITY USE OF SCHOOLS**

Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the Crown will increase the community use of schools funding, in the Grants for Student Needs, by 3% in the 2017-2018 school year (as shown in Appendix 3), and the new level of funding will continue into the 2018-2019 school year. It is intended that this funding be used to staff schools with OSSTF custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide OSSTF custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide OSSTF custodial staffing to the extent of the available funds.

## **11. DISTRICT 16 YORK PSSP BARGAINING UNIT**

The parties agree that the central terms apply to the District 16 York Professional Student Services Personnel effective September 1, 2017 with the locally agreed protected complement.

## **12. PROFESSIONAL DEVELOPMENT/LEARNING**

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$1.5 million. Funds from this EPO shall be allocated among school boards (Appendix 4) with OSSTF/FEESO DECE/ECE staff during the 2017-2018 school year to be used for professional learning for DECEs/ECEs. Boards and local bargaining units shall meet to discuss

the utilization of these funds. Funds shall be held in reserve pending the resolution of the use of the funds.

### 13. APPRENTICESHIP

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$0.5 million. Funds from this EPO shall be allocated to school boards during the 2018-2019 school year, on the basis of joint applications received from school boards and OSSTF/FEESO locals for apprenticeship under the Ontario College of Trades.

The purpose of the funds is to provide on-the-job training for employees as apprentices.

A joint committee comprised of representatives of the central parties and the Crown, will be created to develop an application process that will be shared with boards and locals. The committee will develop the following:

- i. Criteria of allocation
- ii. Application process
- iii. Eligibility of program
- iv. Reporting
- v. Equitable distribution

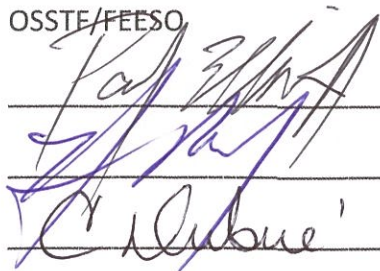
It is understood that the purpose of the Apprenticeship program is not to reduce current complement/positions.

### 14. EXISTING TERMS AND CONDITIONS

Unless amended by this Agreement or unless expressly provided otherwise, the central and local terms and conditions of each collective agreement between OSSTF and each District School Board shall continue in effect until August 31, 2019, subject to any applicable statutory freeze period. For purposes of clarity, any provision in any collective agreement between OSSTF and a District School Board which provides for the expiry of a central or local term on August 31, 2017, shall be deemed to provide for the expiry of such term on August 31, 2019 subject to any applicable statutory freeze period.

Signed at Toronto, this 23rd day of February, 2017.

OSSTF/FEESO

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CTA/CAE

Leany Murt (OPS/3A)  
Jeff 1015TH  
[Signature] (ACEPO)

[Signature] (AFDCSC)

CROWN

[Signature]

**LETTER OF AGREEMENT**

BETWEEN

**The Ontario Public School Boards' Association**

and

**The Ontario Catholic School Trustees' Association**

and

**Association franco-ontarienne des conseils scolaires catholiques**

and

**Association des conseils scolaires des écoles publiques de l'Ontario  
(together the Council of Trustees' Associations "CTA")**

and

**Ontario Secondary School Teachers' Federation / Fédération des enseignantes-**

**enseignants des écoles secondaires de l'Ontario**

**(hereinafter called 'OSSTF/FEESO')**

and

**The Crown**

**RE: MID-TERM AMENDMENTS**

Notwithstanding anything else in this Extension Agreement, OSSTF/FEESO bargaining units and school boards retain all rights under the *Ontario Labour Relations Act* to revise local provisions of the collective agreement through mutual consent.

The central parties agree that under the *School Boards Collective Bargaining Act, 2014* the central parties can revise central provisions of the collective agreement through mutual consent.

The central parties may discuss matters referred to them by their respective constituent boards or local unions.

APPENDIX 1

**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, 2014.

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.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2019.

**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: 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 December 16, 2015. 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 December 16, 2015, 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, 2019.

**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')**

**RE: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 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) up to two (2) Professional Activity days in the 2015-2016 school year;
  - 2) two (2) Professional Activity days in the 2016-2017, 2017-2018, 2018-2019 school years;
- 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 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017, 2017-2018 and 2018-2019 school years, the days will be designated by June 15 of the preceding school year. All interested employees will be required to apply, in writing, for leave for the 2017-2018 and 2018-2019 school years by no later than September 30 of the respective 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. Exceptions may be considered with mutual consent. 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, 2019.

LETTER OF AGREEMENT #11

**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 should there be an additional PA Day beyond the current six (6) PA days in the 2017-18 and/or the 2018-19 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. 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.

Appendix 2: 2017-18 - Investments in System Priorities* for Education Workers (OSSTF)								
Index	DSBN o	Column # DSB Name	ESTIMATED SHARE OF INVESTMENTS			ESTIMATED FUNDED FTE GENERATED		
			Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staffing Amount	Other Staffing Amount	TOTAL
1	1	DSB Ontario North East	312,849	-	312,849	4.3 to 5.7	-	4.3 to 5.7
2	2	Algoma DSB	365,304	116,276	481,580	5.1 to 6.6	2.0	7.1 to 8.6
3	3	Rainbow DSB	76,874	156,113	232,987	1.1 to 1.4	2.7	3.8 to 4.1
4	4	Near North DSB	392,292	-	392,292	5.5 to 7.1	-	5.5 to 7.1
5	5.1	Kewadin-Patricia DSB	236,910	112,607	349,517	3.3 to 4.3	2.0	5.3 to 6.3
6	5.2	Rainy River DSB	-	-	-	-	-	-
7	6.1	Lakehead DSB	312,223	-	312,223	4.3 to 5.6	-	4.3 to 5.6
8	6.2	Superior-Greenstone DSB	89,274	36,196	125,470	1.2 to 1.6	0.6	1.9 to 2.2
9	7	Bluewater DSB	495,790	179,555	675,344	6.9 to 9	3.1	10 to 12.1
10	8	Avon Maitland DSB	463,076	192,470	655,546	6.4 to 8.4	3.4	9.8 to 11.7
11	9	Greater Essex County DSB	932,988	-	932,988	13 to 15.9	-	13 to 15.9
12	10	Lambton Kent DSB	-	-	-	-	-	-
13	11	Thames Valley DSB	286,059	-	286,059	4 to 5.2	-	4 to 5.2
14	12	Toronto DSB	1,382,151	11,438	1,393,589	19.2 to 25	0.2	19.4 to 25.2
15	13	Durham DSB	-	-	-	-	-	-
16	14	Kawartha Pine Ridge DSB	-	-	-	-	-	-
17	15	Trillium Lakelands DSB	32,112	1,405	33,517	0.5 to 0.6	0.0	0.5 to 0.6
18	16	York Region DSB	234,305	8,430	242,734	3.3 to 4.2	0.2	3.4 to 4.4
19	17	Simcoe County DSB	-	-	-	-	-	-
20	18	Upper Grand DSB	878,705	347,070	1,225,775	12.2 to 15.9	5.1	18.3 to 21.9
21	19	Peel DSB	330,376	-	330,376	4.6 to 6	-	4.6 to 6
22	20	Halton DSB	186,804	491,320	678,124	2.6 to 3.4	3.6	11.2 to 12
23	21	Hamilton-Wentworth DSB	152,671	420,453	573,124	2.1 to 2.8	7.3	9.5 to 10.1
24	22	DSB of Niagara	-	-	-	-	-	-
25	23	Grand Erie DSB	95,633	-	95,633	1.3 to 1.7	-	1.3 to 1.7
26	24	Waterloo Region DSB	135,841	1,240,530	1,376,370	1.9 to 2.5	21.7	23.6 to 24.1
27	25	Ottawa-Carleton DSB	1,794,137	1,507,072	3,301,209	24.9 to 32.4	25.3	51.2 to 58.8
28	26	Upper Canada DSB	76,873	-	76,873	1.1 to 1.4	-	1.1 to 1.4
29	27	Limestone DSB	84,543	1,301	85,844	1.2 to 1.5	0.0	1.2 to 1.6
30	28	Renfrew County DSB	12,804	8,910	21,714	0.2 to 0.2	0.2	0.3 to 0.4
31	29	Hastings and Prince Edward DSB	-	-	-	-	-	-
32	30.1	Northeastern Catholic DSB	-	-	-	-	-	-
33	30.2	Nipissing-Parry Sound Catholic DSB	-	-	-	-	-	-
34	31	Huron-Superior Catholic DSB	-	-	-	-	-	-
35	32	Sudbury Catholic DSB	-	-	-	-	-	-
36	33.1	Northwest Catholic DSB	-	-	-	-	-	-
37	33.2	Kenora Catholic DSB	-	-	-	-	-	-
38	34.1	Thunder Bay Catholic DSB	289,130	-	289,130	4 to 5.2	-	4 to 5.2
39	34.2	Superior North Catholic DSB	-	-	-	-	-	-
40	35	Bruce-Grey Catholic DSB	-	-	-	-	-	-
41	36	Huron-Perth Catholic DSB	-	-	-	-	-	-
42	37	Windsor-Essex Catholic DSB	-	-	-	-	-	-
43	38	London District Catholic School Board	-	-	-	-	-	-
44	39	St. Clair Catholic DSB	-	-	-	-	-	-
45	40	Toronto Catholic DSB	-	-	-	-	-	-
46	41	Peterborough V N C Catholic DSB	-	-	-	-	-	-
47	42	York Catholic DSB	-	-	-	-	-	-
48	43	Dufferin-Peel Catholic DSB	-	-	-	-	-	-
49	44	Simcoe Muskoka Catholic DSB	590,965	192,405	783,370	8.2 to 10.7	3.4	11.6 to 14
50	45	Durham Catholic DSB	-	-	-	-	-	-
51	46	Halton Catholic DSB	-	-	-	-	-	-
52	47	Hamilton-Wentworth Catholic DSB	-	-	-	-	-	-
53	48	Wellington Catholic DSB	255,678	73,328	329,006	3.6 to 4.6	1.3	4.8 to 5.9
54	49	Waterloo Catholic DSB	-	-	-	-	-	-
55	50	Niagara Catholic DSB	-	-	-	-	-	-
56	51	Brant Haldimand Norfolk Catholic DSB	294,129	235,862	529,991	4.1 to 5.3	4.1	8.2 to 9.4
57	52	Catholic DSB of Eastern Ontario	-	-	-	-	-	-
58	53	Ottawa Catholic DSB	-	-	-	-	-	-
59	54	Renfrew County Catholic DSB	-	-	-	-	-	-
60	55	Algonquin and Lakeshore Catholic DSB	-	-	-	-	-	-
61	56	CSD du Nord-Est de l'Ontario	-	-	-	-	-	-
62	57	CSD du Grand Nord de l'Ontario	123,598	65,309	188,907	1.7 to 2.2	1.1	2.9 to 3.4
63	58	CS Viamonde	334,617	184,280	518,897	4.6 to 6.1	3.2	7.9 to 9.3
64	59	CÉP de l'Est de l'Ontario	359,561	-	359,561	5 to 5.5	-	5 to 6.5
65	60.1	CSD catholique des Grandes Rivières	274,272	127,901	402,173	3.8 to 5	1.2	6 to 7.2
66	60.2	CSD catholique Franco-Nord	-	-	-	-	-	-
67	61	CSD catholique du Nouvel-Ontario	248,888	121,928	370,816	3.5 to 4.5	2.1	5.6 to 6.6
68	62	CSD catholique des Auroras boréales	-	-	-	-	-	-
69	63	CS catholique Providence	-	-	-	-	-	-
70	64	CSD catholique Centre-Sud	433,379	220,288	653,667	6 to 7.8	3.9	9.9 to 11.7
71	65	CSD catholique de l'Est ontarien	310,167	-	310,167	4.3 to 5.6	-	4.3 to 5.6
72	66	CSD catholique du Centre-Est de l'Ontario	510,921	356,463	867,384	7.1 to 9.2	5.2	13.3 to 15.5
TOTAL			13,386,098	6,408,908	19,795,007	185.8 to 242	111.9	297.8 to 353.9

\*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

- Figures shown reflect best estimates available at this time.

FTE estimates are based on selected GSN salary and benefit benchmarks as follows:

- Special Education Staff Amount is based on the Professional/Para-professional benchmark and the Education Assistants benchmark on the high range.
- Other Staffing Amount is based on the Secondary School Office Support Staff benchmark
- These include anticipated adjustments to benchmarks in 2017-18 to reflect the impact of salary increases in 2016-17.
- Benchmarks assume a 1.5% salary increase in the 2017-18 school year.

- Special Education Staff Amount is based on the share of the board's total education assistants, child and youth workers and professional student services personnel FTE represented by OSSTF.

- Other Staffing Amount is based on the share of the board's total office, clerical and technical, and custodial & maintenance education workers staff FTE represented by OSSTF.

- Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).

- The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

<b>2017-18 -- Community Use of Schools Investment - OSSTF</b>				
		Column #		
Index	DSBNo	DSB Name		Amount
26	24	Waterloo Region DSB	\$	23,283
27	25	Ottawa-Carleton DSB	\$	30,998
56	51	Brant Haldimand Norfolk Catholic DSB	\$	3,855
<b>Total</b>			<b>\$</b>	<b>58,137</b>

**Notes:**

- Provincial system investment of Community Use Of Schools (CUS) based on 2017-18 projected figures with a 3% increase in the allocation.
- Figures shown reflect best estimates available at this time and are subject to change.

Appendix 4: 2017-18 - Investments in System Priorities* for Education Workers - OSSTF			
EW			
			ESTIMATED SHARE OF INVESTMENTS
Index	DSB No	DSB Name	Professional Development / Learning
1	1	DSB Ontario North East	\$ 20,674
2	2	Algoma DSB	\$ 29,191
3	3	Rainbow DSB	\$ -
4	4	Near North DSB	\$ 43,001
5	5.1	Keewatin-Patricia DSB	\$ -
6	5.2	Rainy River DSB	\$ -
7	6.1	Lakehead DSB	\$ 33,739
8	6.2	Superior-Greenstone DSB	\$ 4,135
9	7	Bluewater DSB	\$ 61,194
10	8	Avon Maitland DSB	\$ 52,925
11	9	Greater Essex County DSB	\$ 118,253
12	10	Lambton Kent DSB	\$ -
13	11	Thames Valley DSB	\$ -
14	12	Toronto DSB	\$ -
15	13	Durham DSB	\$ -
16	14	Kawartha Pine Ridge DSB	\$ -
17	15	Trillium Lakelands DSB	\$ -
18	16	York Region DSB	\$ -
19	17	Simcoe County DSB	\$ -
20	18	Upper Grand DSB	\$ 139,754
21	19	Peel DSB	\$ -
22	20	Halton DSB	\$ -
23	21	Hamilton-Wentworth DSB	\$ -
24	22	DSB of Niagara	\$ -
25	23	Grand Erie DSB	\$ -
26	24	Waterloo Region DSB	\$ -
27	25	Ottawa-Carleton DSB	\$ 296,047
28	26	Upper Canada DSB	\$ -
29	27	Uxbridge DSB	\$ -
30	28	Renfrew County DSB	\$ 37,213
31	29	Hastings and Prince Edward DSB	\$ -
32	30.1	Northeastern Catholic DSB	\$ -
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ -
34	31	Huron-Superior Catholic DSB	\$ -
35	32	Sudbury Catholic DSB	\$ -
36	33.1	Northwest Catholic DSB	\$ -
37	33.2	Kenora Catholic DSB	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ 40,520
39	34.2	Superior North Catholic DSB	\$ -
40	35	Bruce-Grey Catholic DSB	\$ -
41	36	Huron-Perth Catholic DSB	\$ -
42	37	Windsor-Essex Catholic DSB	\$ -
43	38	London District Catholic School Board	\$ -
44	39	St. Clair Catholic DSB	\$ -
45	40	Toronto Catholic DSB	\$ -
46	41	Peterborough V N C Catholic DSB	\$ -
47	42	York Catholic DSB	\$ -
48	43	Dufferin-Peel Catholic DSB	\$ -
49	44	Simcoe Muskoka Catholic DSB	\$ 73,598
50	45	Durham Catholic DSB	\$ -
51	46	Halton Catholic DSB	\$ -
52	47	Hamilton-Wentworth Catholic DSB	\$ -
53	48	Wellington Catholic DSB	\$ 26,462
54	49	Waterloo Catholic DSB	\$ -
55	50	Niagara Catholic DSB	\$ -
56	51	Brant Haldimand Norfolk Catholic DSB	\$ 37,213
57	52	Catholic DSB of Eastern Ontario	\$ -
58	53	Ottawa Catholic DSB	\$ -
59	54	Renfrew County Catholic DSB	\$ -
60	55	Algonquin and Lakeshore Catholic DSB	\$ -
61	56	CSD du Nord-Est de l'Ontario	\$ -
62	57	CSD du Grand Nord de l'Ontario	\$ 23,403
63	58	CS Viamonde	\$ 64,502
64	59	CÉP de l'Est de l'Ontario	\$ 70,291
65	60.1	CSD catholique des Grandes Rivières	\$ 24,808
66	60.2	CSD catholique Franco-Nord	\$ -
67	61	CSD catholique du Nouvel-Ontario	\$ 28,116
68	62	CSD catholique des Aurores boréales	\$ -
69	63	CS catholique Providence	\$ -
70	64	CSD catholique Centre-Sud	\$ 82,695
71	65	CSD catholique de l'Est ontarien	\$ 68,637
72	66	CSD catholique du Centre-Est de l'Ontario	\$ 123,629
Estimated Totals			\$ 1,500,000

\*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

- Figures shown reflect best estimates available at this time.

- Amount per board based on share of total provincial OSSTF-EW ECE staff in each board.

- These investments are time-limited for 2017-18 only.