

# COLLECTIVE AGREEMENT

-Between-

## **THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

(Hereinafter called the "OSSTF" or "Union")

-Representing-

## **The Educational Support Staff of the Ontario Secondary School Teachers' Federation**

Employed by the Board  
(Hereinafter called the "Bargaining Unit")

-And-

## **THE SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD**

(Hereinafter called the "Employer" or "Board")

FOR THE PERIOD

**September 1, 2014 to August 31, 2017**

## TABLE OF CONTENTS

### PART A - CENTRAL Terms

<b>C1.0 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS) .....</b>	<b>12</b>
<b>C1.1 Separate Central and Local terms .....</b>	<b>12</b>
<b>C1.2 Implementation .....</b>	<b>12</b>
<b>C1.3 Parties .....</b>	<b>12</b>
<b>C1.4 Single Collective Agreement .....</b>	<b>12</b>
<b>C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS) .....</b>	<b>12</b>
<b>C2.1 Term of Agreement .....</b>	<b>12</b>
<b>C2.2 Amendment of Terms .....</b>	<b>13</b>
<b>C2.3 Notice to Bargain .....</b>	<b>13</b>
<b>C3.0 DEFINITIONS .....</b>	<b>14</b>
<b>C4.0 CENTRAL LABOUR RELATIONS COMMITTEE .....</b>	<b>15</b>
<b>C5.0 CENTRAL GRIEVANCE PROCESS.....</b>	<b>16</b>
<b>C5.1 Definitions.....</b>	<b>16</b>
<b>C5.2 Central Dispute Resolution Committee .....</b>	<b>17</b>
<b>C5.3 Language of Process .....</b>	<b>19</b>
<b>C5.4 Grievance Shall Include.....</b>	<b>19</b>
<b>C5.5 Referral to the Committee .....</b>	<b>20</b>
<b>C5.6 Voluntary Mediation .....</b>	<b>20</b>
<b>C5.7 Selection of the Arbitrator .....</b>	<b>21</b>
<b>C6.0 EXTENDED MANDATORY ENROLLMENT IN OMERS (for employees not currently enrolled) .....</b>	<b>21</b>
<b>C7.0 SPECIALIZED JOB CLASSES.....</b>	<b>22</b>
<b>C8.0 WORK YEAR .....</b>	<b>22</b>

<b>C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT .....</b>	<b>22</b>
<b>C10.0 BENEFITS .....</b>	<b>23</b>
<b>C10.1 Funding .....</b>	<b>23</b>
<b>C10.2 Cost Sharing .....</b>	<b>23</b>
<b>C10.3 Payment in Lieu of Benefits .....</b>	<b>24</b>
<b>C11.0 STATUTORY LEAVES OF ABSENCE/SEB.....</b>	<b>24</b>
<b>C11.1 Family Medical Leave or Critically Ill Child Care Leave.....</b>	<b>24</b>
<b>Supplemental Employment Benefits (SEB) .....</b>	<b>25</b>
<b>C12.0 SICK LEAVE .....</b>	<b>26</b>
<b>C12.1 Sick Leave/Short Term Leave and Disability Plan .....</b>	<b>26</b>
a) Sick Leave Benefit Plan .....	26
b) Sick Leave Days.....	26
c) Short-Term Leave and Disability Plan (STLDP) .....	26
d) Eligibility and Allocation .....	27
e) Short-Term Leave and Disability Plan Top-up .....	28
f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment .....	29
g) Administration .....	30
h) Pension Contributions While on Short Term Disability .....	31
<b>C13.0 MINISTRY INITIATIVES .....</b>	<b>32</b>
<b>APPENDIX A – RETIREMENT GRATUITIES.....</b>	<b>33</b>
A. Sick Leave Credit-Based Retirement Gratuities (where applicable).....	33
B. Other Retirement Gratuities.....	34
<b>APPENDIX B – ABILITIES FORM.....</b>	<b>35</b>
<b>LETTER OF AGREEMENT #1 RE: Sick Leave .....</b>	<b>37</b>
<b>LETTER OF AGREEMENT #2 RE: Benefits .....</b>	<b>39</b>

LETTER OF AGREEMENT #3 RE: Regulated Support Staff Compensation Sub-Committee .....	54
LETTER OF AGREEMENT #4 RE: Job Security.....	56
LETTER OF AGREEMENT #5 RE: Early Childhood Educators Work Group ....	59
LETTER OF AGREEMENT #6 Re: Provincial Health and Safety Working Group .....	61
LETTER OF AGREEMENT #7 RE: Scheduled Unpaid Leave Plan .....	63
LETTER OF AGREEMENT #8 RE: Status Quo Central Items.....	66
LETTER OF AGREEMENT #9 RE: Status Quo Central Items as Modified by this Agreement .....	67
LETTER OF AGREEMENT #10 RE: Long Term Disability (LTD) Plan Working Group .....	74
LETTER OF AGREEMENT #11 Re: Additional Professional Activity (PA) Day	76
LETTER OF AGREEMENT #12 RE: Children’s Mental Health, Special Needs and Other Initiatives .....	77
LETTER OF AGREEMENT #13 RE: Violence Prevention Training.....	79

## **PART B - LOCAL Terms**

L1.0 PURPOSE .....	85
L2.0 DEFINITIONS .....	85
L3.0 RECOGNITION .....	88
L4.0 MANAGEMENT FUNCTIONS .....	91
L5.0 NO STRIKES AND LOCKOUTS .....	91
L6.0 UNION MEMBERSHIP AND DUES DEDUCTION .....	92
L7.0 PAYMENT OF WAGES .....	93

<b>L8.0 PERSONNEL FILES .....</b>	<b>94</b>
<b>L9.0 SENIORITY .....</b>	<b>95</b>
<b>L10.0 SURPLUS AND LAYOFFS .....</b>	<b>97</b>
<b>L11.0 RECALL .....</b>	<b>101</b>
<b>L12.0 CASUAL CALL INS .....</b>	<b>103</b>
<b>L13.0 REASSIGNMENT OF SUPPORT STAFF .....</b>	<b>104</b>
<b>L14.0 JOB POSTING .....</b>	<b>106</b>
<b>L15.0 TRANSFERS.....</b>	<b>108</b>
<b>L16.0 HOURS OF WORK.....</b>	<b>108</b>
<b>L17.0 VACATIONS .....</b>	<b>110</b>
<b>L18.0 PAID HOLIDAYS .....</b>	<b>111</b>
<b>L19.0 EMPLOYEE PERFORMANCE APPRAISAL .....</b>	<b>112</b>
<b>L20.0 DISCIPLINE &amp; DISCHARGE.....</b>	<b>114</b>
<b>L21.0 GRIEVANCE / ARBITRATION PROCEDURE .....</b>	<b>114</b>
<b>L22.0 HEALTH AND SAFETY .....</b>	<b>119</b>
<b>L23.0 DISCRIMINATION / HARASSMENT.....</b>	<b>120</b>
<b>L24.0 CRIMINAL RECORDS CHECK.....</b>	<b>121</b>
<b>L25.0 EMPLOYEES WITH DISABILITIES.....</b>	<b>121</b>
<b>L26.0 MODIFIED WORK POLICY .....</b>	<b>121</b>
<b>L27.0 SICK LEAVE .....</b>	<b>123</b>
<b>L28.0 GROUP LIFE AND BENEFIT PLANS .....</b>	<b>125</b>
<b>L29.0 LEAVES OF ABSENCE .....</b>	<b>128</b>
<b>L29.01 Leave of Absence Without Pay.....</b>	<b>128</b>
<b>L29.02 Bereavement Leave.....</b>	<b>128</b>

L29.03 Special Compassionate.....	129
L29.04 Family Medical Leave .....	129
L29.05 School Business .....	129
L29.06 Medical Quarantine .....	130
L29.07 Jury/Witness Duty .....	130
L29.08 Federation Business .....	130
L29.09 Personal Leave Days.....	132
L29.10 Adverse Weather Conditions .....	132
L29.11 Pregnancy and Parental Leave .....	133
L29.12 Pregnancy Leave Benefits.....	133
<b>L30.0 WORKSPACE SAFETY INSURANCE BENEFITS (WSIB) TOP UP</b>	
<b>BENEFITS .....</b>	<b>136</b>
<b>L31.0 WORK OF THE BARGAINING UNIT .....</b>	<b>136</b>
<b>L32.0 MILEAGE.....</b>	<b>137</b>
<b>L33.0 TECHNOLOGICAL CHANGE .....</b>	<b>137</b>
<b>L34.0 STAFF/BOARD LIAISON .....</b>	<b>138</b>
<b>L35.0 EMPLOYEE FUNDED LEAVE.....</b>	<b>139</b>
<b>L36.0 MEDICATION AND MEDICAL PROCEDURES.....</b>	<b>143</b>
<b>L37.0 PROFESSIONAL DEVELOPMENT .....</b>	<b>143</b>
<b>L38.0 DURATION AND RENEWAL .....</b>	<b>143</b>
<b>APPENDIX I – PREGNANCY &amp; PARENTAL LEAVE .....</b>	<b>146</b>
<b>APPENDIX II – FAMILY MEDICAL LEAVE .....</b>	<b>147</b>
<b>SCHEDULE A – SALARY SCHEDULE .....</b>	<b>148</b>
<b>SCHEDULE B – LETTER OF FORM.....</b>	<b>150</b>
<b>SCHEDULE C – VOLUNTEER TOWNSHIP LIST .....</b>	<b>151</b>

**LETTER OF UNDERSTANDING – Sick Leave .....152**

**LETTER OF UNDERSTANDING – Workplace Violence and Harassment  
Management Guideline .....153**

**LETTER OF UNDERSTANDING – Child and Youth Workers .....154**

**LETTER OF UNDERSTANDING – Pay Equity Maintenance .....155**

**LETTER OF INTENT – Attendance Support.....156**

**PART A**

**TERMS NEGOTIATED CENTRALLY**

**BETWEEN**

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

**AND**

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



## **PART A - CENTRAL Terms**

<b>C1.0 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS) .....</b>	<b>12</b>
<b>C1.1 Separate Central and Local terms .....</b>	<b>12</b>
<b>C1.2 Implementation .....</b>	<b>12</b>
<b>C1.3 Parties .....</b>	<b>12</b>
<b>C1.4 Single Collective Agreement .....</b>	<b>12</b>
<b>C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS) .....</b>	<b>12</b>
<b>C2.1 Term of Agreement .....</b>	<b>12</b>
<b>C2.2 Amendment of Terms .....</b>	<b>13</b>
<b>C2.3 Notice to Bargain .....</b>	<b>13</b>
<b>C3.0 DEFINITIONS .....</b>	<b>14</b>
<b>C4.0 CENTRAL LABOUR RELATIONS COMMITTEE .....</b>	<b>15</b>
<b>C5.0 CENTRAL GRIEVANCE PROCESS.....</b>	<b>16</b>
<b>C5.1 Definitions.....</b>	<b>16</b>
<b>C5.2 Central Dispute Resolution Committee .....</b>	<b>17</b>
<b>C5.3 Language of Process .....</b>	<b>19</b>
<b>C5.4 Grievance Shall Include.....</b>	<b>19</b>
<b>C5.5 Referral to the Committee .....</b>	<b>20</b>
<b>C5.6 Voluntary Mediation .....</b>	<b>20</b>
<b>C5.7 Selection of the Arbitrator .....</b>	<b>21</b>
<b>C6.0 EXTENDED MANDATORY ENROLLMENT IN OMERS (for employees not currently enrolled) .....</b>	<b>21</b>
<b>C7.0 SPECIALIZED JOB CLASSES.....</b>	<b>22</b>
<b>C8.0 WORK YEAR .....</b>	<b>22</b>
<b>C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT.....</b>	<b>22</b>



<b>LETTER OF AGREEMENT #4 RE: Job Security.....</b>	<b>56</b>
<b>LETTER OF AGREEMENT #5 RE: Early Childhood Educators Work Group ....</b>	<b>59</b>
<b>LETTER OF AGREEMENT #6 Re: Provincial Health and Safety Working Group .....</b>	<b>61</b>
<b>LETTER OF AGREEMENT #7 RE: Scheduled Unpaid Leave Plan .....</b>	<b>63</b>
<b>LETTER OF AGREEMENT #8 RE: Status Quo Central Items.....</b>	<b>66</b>
<b>LETTER OF AGREEMENT #9 RE: Status Quo Central Items as Modified by this Agreement .....</b>	<b>67</b>
<b>LETTER OF AGREEMENT #10 RE: Long Term Disability (LTD) Plan Working Group .....</b>	<b>74</b>
<b>LETTER OF AGREEMENT #11 Re: Additional Professional Activity (PA) Day</b>	<b>76</b>
<b>LETTER OF AGREEMENT #12 RE: Children’s Mental Health, Special Needs and Other Initiatives .....</b>	<b>77</b>
<b>LETTER OF AGREEMENT #13 RE: Violence Prevention Training.....</b>	<b>79</b>

## **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.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

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

##### Contributions for OMERS Plan Members:

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

### Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification 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"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	<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.**

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

**Date of Assessment:**  
dd      mm      yyyy

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

**PHYSICAL (if applicable)**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<b>Use of hand(s):</b> <table style="width: 100%;"> <tr> <td style="width: 50%;"><b>Left Hand</b></td> <td style="width: 50%;"><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 (please specify):</td> <td><input type="checkbox"/> Other (please specify):</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 (please specify):	<input type="checkbox"/> Other (please specify):
<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 (please specify):	<input type="checkbox"/> Other (please specify):										

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above</b> shoulder activity:	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2B: COGNITIVE (please complete all that is applicable)</b>				
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do)</b> for all medical conditions:				
<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:                      dd        mm        yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions:                      dd        mm        yyyy				
<b>Completing Health Care Professional Name:</b> (Please Print)				
<b>Date:</b>				
<b>Telephone Number:</b>				
<b>Fax Number:</b>				
<b>Signature:</b>				

# **LETTER OF AGREEMENT #1**

## **BETWEEN**

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

## **AND**

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

### **RE: Sick Leave**

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

- 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.

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 l). 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**  
**SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD**  
**AND**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS'**  
**FEDERATION**

**-Representing-**

**The Educational Support Staff of the Ontario Secondary  
School Teachers' Federation**

## **PART B - LOCAL Terms**

<b>L1.0 PURPOSE .....</b>	<b>85</b>
<b>L2.0 DEFINITIONS .....</b>	<b>85</b>
<b>L3.0 RECOGNITION .....</b>	<b>88</b>
<b>L4.0 MANAGEMENT FUNCTIONS .....</b>	<b>91</b>
<b>L5.0 NO STRIKES AND LOCKOUTS .....</b>	<b>91</b>
<b>L6.0 UNION MEMBERSHIP AND DUES DEDUCTION .....</b>	<b>92</b>
<b>L7.0 PAYMENT OF WAGES .....</b>	<b>93</b>
<b>L8.0 PERSONNEL FILES .....</b>	<b>94</b>
<b>L9.0 SENIORITY .....</b>	<b>95</b>
<b>L10.0 SURPLUS AND LAYOFFS .....</b>	<b>97</b>
<b>L11.0 RECALL .....</b>	<b>101</b>
<b>L12.0 CASUAL CALL INS .....</b>	<b>103</b>
<b>L13.0 REASSIGNMENT OF SUPPORT STAFF .....</b>	<b>104</b>
<b>L14.0 JOB POSTING .....</b>	<b>106</b>
<b>L15.0 TRANSFERS.....</b>	<b>108</b>
<b>L16.0 HOURS OF WORK.....</b>	<b>108</b>
<b>L17.0 VACATIONS .....</b>	<b>110</b>
<b>L18.0 PAID HOLIDAYS .....</b>	<b>111</b>
<b>L19.0 EMPLOYEE PERFORMANCE APPRAISAL .....</b>	<b>112</b>
<b>L20.0 DISCIPLINE &amp; DISCHARGE.....</b>	<b>114</b>

<b>L21.0 GRIEVANCE / ARBITRATION PROCEDURE .....</b>	<b>114</b>
<b>L22.0 HEALTH AND SAFETY .....</b>	<b>119</b>
<b>L23.0 DISCRIMINATION / HARASSMENT.....</b>	<b>120</b>
<b>L24.0 CRIMINAL RECORDS CHECK.....</b>	<b>121</b>
<b>L25.0 EMPLOYEES WITH DISABILITIES.....</b>	<b>121</b>
<b>L26.0 MODIFIED WORK POLICY .....</b>	<b>121</b>
<b>L27.0 SICK LEAVE .....</b>	<b>123</b>
<b>L28.0 GROUP LIFE AND BENEFIT PLANS .....</b>	<b>125</b>
<b>L29.0 LEAVES OF ABSENCE .....</b>	<b>128</b>
L29.01 Leave of Absence Without Pay.....	128
L29.02 Bereavement Leave.....	128
L29.03 Special Compassionate.....	129
L29.04 Family Medical Leave .....	129
L29.05 School Business .....	129
L29.06 Medical Quarantine .....	130
L29.07 Jury/Witness Duty .....	130
L29.08 Federation Business .....	130
L29.09 Personal Leave Days.....	132
L29.10 Adverse Weather Conditions .....	132
L29.11 Pregnancy and Parental Leave .....	133
L29.12 Pregnancy Leave Benefits.....	133
<b>L30.0 WORKSPACE SAFETY INSURANCE BENEFITS (WSIB) TOP UP</b>	
<b>BENEFITS .....</b>	<b>136</b>
<b>L31.0 WORK OF THE BARGAINING UNIT .....</b>	<b>136</b>
<b>L32.0 MILEAGE.....</b>	<b>137</b>
<b>L33.0 TECHNOLOGICAL CHANGE .....</b>	<b>137</b>

**L34.0 STAFF/BOARD LIAISON .....138**

**L35.0 EMPLOYEE FUNDED LEAVE.....139**

**L36.0 MEDICATION AND MEDICAL PROCEDURES.....143**

**L37.0 PROFESSIONAL DEVELOPMENT .....143**

**L38.0 DURATION AND RENEWAL .....143**

**APPENDIX I – PREGNANCY & PARENTAL LEAVE .....146**

**APPENDIX II – FAMILY MEDICAL LEAVE .....147**

**SCHEDULE A – SALARY SCHEDULE .....148**

**SCHEDULE B – LETTER OF FORM.....150**

**SCHEDULE C – VOLUNTEER TOWNSHIP LIST .....151**

**LETTER OF UNDERSTANDING – Sick Leave .....152**

**LETTER OF UNDERSTANDING – Workplace Violence and Harassment  
Management Guideline .....153**

**LETTER OF UNDERSTANDING – Child and Youth Workers .....154**

**LETTER OF UNDERSTANDING – Pay Equity Maintenance .....155**

**LETTER OF INTENT – Attendance Support.....156**

## **L1.0 PURPOSE**

- L1.01 It is the right and purpose of the Parties to maintain harmonious relationships between the Board and Educational Support Staff in the bargaining unit and to cooperate to the fullest extent in an endeavour to provide the best possible educational service.
- L1.02 It is the desire of the Parties to set forth in this agreement certain of the terms of employment for Educational Support Staff covered in this agreement.

## **L2.0 DEFINITIONS**

- L2.01 Casual Employee: is an employee who works for the Board from time to time on an as needed basis but not for more than fifteen (15) consecutive days.
- L2.02 Casual employees are paid only for hours worked. Notwithstanding entitlements provided for by Part A of this Collective Agreement, only the following articles of Part B of this Collective Agreement apply to casual employees:
- L1. Purpose
  - L2. Definitions
  - L3. Recognition
  - L4. Management Functions
  - L5. No Strikes or Lockouts
  - L6. Union Membership and Dues
  - L7. Payment of Wages
  - L8. Personnel Files
  - L12. Casual Call Ins
  - L16. Hours of Work
  - L21. Grievance/Arbitration
  - L22. Health and Safety

L23. Discrimination/Harassment  
L25. Employees with Disabilities  
L32. Mileage

L2.02.01 Temporary Employee: is an employee employed in the same assignment for more than 15 consecutive days but not more than 1 year. Notwithstanding entitlements provided for by Part A of this Collective Agreement, and subject to paragraphs (a) and (b) below, only the following articles of Part B apply to temporary employees:

L1. Purpose  
L2. Definitions  
L3. Recognition  
L4. Management Functions  
L5. No Strikes or Lockouts  
L6. Union Membership and Dues  
L7. Payment of Wages  
L8. Personnel Files  
L12. Casual Call Ins  
L16. Hours of Work  
L21. Grievance/Arbitration  
L22. Health and Safety  
L23. Discrimination/Harassment  
L25. Employees with Disabilities  
L32. Mileage

- a) Temporary employees engaged for an assignment, which is known in advance to exceed three (3) consecutive months, will be entitled to participate in the benefits listed below from the outset of their assignment. If the assignment is not known to exceed three (3) consecutive months at the outset, the temporary employee will be entitled to participate in the benefits listed below on the

first day of the fourth consecutive month or as soon as it becomes known that the assignment will exceed three (3) consecutive months.

- Medical Insurance - paragraph 5 of Article L28.0 (a)  
Group Life and Benefit Plans
  - Dental Benefit Plan - paragraph 6 of Article L28.0 (a)  
Group Life and Benefit Plans
- b) Temporary employees shall be entitled to one (1) personal leave day for each completed period of four (4) consecutive months of work.
- c) Where a temporary employee is not assigned due to a professional development day or board holiday, such days shall not be considered a break in service.
- d) Where a temporary employee who is not eligible for (b) and needs to take a day off without pay due to personal or family commitments, such day shall not be considered a break in service.
- e) When a casual employee is employed in the same assignment for fifteen (15) consecutive days or greater, the employee shall receive the appropriate salary grid hourly rate retroactive to the first day employed in the casual position.
- f) All temporary employees shall be paid at Step 0 of the appropriate salary grid for the position held. Permanent members who post into a temp position, in the same job class as their permanent position, shall be paid at their current step on the appropriate salary grid. Recall members who post into a temp position, in the same job class as their recall position, shall be paid at their step at

time of layoff on the appropriate salary grid. Permanent or recall members who post into a temp position outside their job class shall be paid at Step 0 of the appropriate salary grid.

### **L3.0 RECOGNITION**

- L3.01 The Superior-Greenstone District School Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent for all office, clerical and technical employees, educational assistants, attendance counsellors, child and youth workers and designated early childhood educators employed by the Board save and except the executive secretary, supervisors, persons above the rank of supervisor, students employed for the school vacation period and employees in the bargaining units for which another trade union holds bargaining rights.
- 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 This Agreement is binding upon the Board and OSSTF and upon its members employed by the Board.
- L3.04 The Board recognizes the right of the Bargaining Unit to have any advisory agent, counsel, solicitor or duly authorized representative assist, advise or represent the Bargaining Unit in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L3.05 OSSTF recognizes the right of the Superior-Greenstone District School Board to have any advisory agent, counsel, solicitor or duly authorized representative assist, advise or



represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.

- L3.06 An Employee is entitled to Union representation at any meeting called for the purposes of discussing discipline, demotion or discharge. The Board will inform the Employee of this right in advance of the meeting and will inform the Bargaining Unit President that the meeting is to take place. An employee has the right to defer the meeting until such representation is available. Representation will be secured within two (2) working days.
- L3.07 The Board shall permit the Union to inspect and make copies of minutes, at its expense, of all public meetings of the Board and its Committees.
- L3.08 The Bargaining Unit shall notify the Board annually in writing of the names of its officers authorized to represent the Bargaining Unit.
- L3.09 The Board shall provide the Union with bulletin board space in each school on which to post Union notices.
- L3.10 The Board shall provide all new hires with a copy of the Collective Agreement and with the name of the Bargaining Unit President.
- L3.11 The Board shall notify the Bargaining Unit President, in writing, of all new hires within ten (10) working days of the date of hire by the Board. This notification shall include the employee's name, classification and location of the position within the Board.

L3.12 The Board will recognize the Branch President and/or designate for the purpose of assisting employees within their Branch with the administration of the Collective Agreement and the business directly pertinent thereto.

L3.13 The Union acknowledges that the Union representatives referred to in Article L3.12 have their regular duties to perform on behalf of the Board. Consequently, the Union representatives shall attempt to conduct Union business outside of working hours. Where that is not possible, the representatives shall not leave their regular duties without having first secured the permission of their immediate supervisor. In accordance with this understanding, such representatives shall not suffer any loss of pay while performing Union duties in accordance with this Article.

L3.14 Appendices and Letters of Understanding:

Attached to and forming an integral part of this Collective Agreement are the following items:

- i. Appendix A: Employment Standards Act – Pregnancy and Parental Leave
- ii. Appendix B: Employment Standards Act – Family Medical Leave
- iii. Schedule A: Salary schedule
- iv. Schedule B: Letter of Form
- v. Schedule C: Volunteer Township List
- vi. Letter of Understanding: Sick Leave
- vii. Letter of Understanding: Workplace Violence and Harassment Management Guideline
- viii. Letter of Understanding: Child and Youth Workers
- ix. Letter of Understanding: Pay Equity Maintenance
- x. Letter of Intent: Attendance Support

- L3.15 The Board shall email the Bargaining Unit President a copy of each Personnel Report following adoption of the report by the Board.

#### **L4.0 MANAGEMENT FUNCTIONS**

- L4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- L4.02 All rights not expressly granted to employees hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

#### **L5.0 NO STRIKES AND LOCKOUTS**

- L5.01 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act*, as amended.

## **L6.0 UNION MEMBERSHIP AND DUES DEDUCTION**

- L6.01** All employees of the Board covered by this agreement shall, as a condition of continued employment, become and remain members in good standing of OSSTF.
- L6.02** All future employees of the Board covered by this agreement shall, as a condition of continued employment, become members of OSSTF within thirty (30) days of commencing employment with the Board.
- L6.03** On each pay date the Board shall deduct from each member who receives a cheque/deposit the OSSTF regular monthly dues and any dues 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.
- L6.04** The OSSTF dues deducted shall be forwarded to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- L6.05** Any Bargaining Unit dues deducted shall be forwarded to the Treasurer of OSSTF District 6B, Superior North, no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be

accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.

- L6.06 OSSTF agrees to indemnify and save harmless any action against the Board resulting from such deductions authorized by the OSSTF and/or Bargaining Unit.

## **L7.0 PAYMENT OF WAGES**

- L7.01 The employer shall pay salaries and wages in accordance with the Salary Schedule, "SCHEDULE A", attached hereto and forming part of this Agreement.
- L7.02 The employees covered by this agreement shall be paid twice a month, on the 15<sup>th</sup> and the 30<sup>th</sup>. Pay periods shall end on Friday and payroll statements will be distributed not later than the following Friday.
- L7.03 Casual employees covered by this Agreement shall be paid twice a month, on the 15<sup>th</sup> and the 30<sup>th</sup>. Pay periods shall end on Friday and payroll statements will be distributed not later than the following Friday. Casual employees who have worked from the 1<sup>st</sup> to the 15<sup>th</sup> shall be paid on the 30<sup>th</sup> of the month and casual employees who have worked from the 16<sup>th</sup> to the 31<sup>st</sup> shall be paid on the 15<sup>th</sup> of the following month.
- L7.04 Retired Office Clerical Employees and Attendance Counsellors who perform casual work in the same job class as prior to retirement shall be paid at the same step on the appropriate grid as at their retirement.

## **L8.0 PERSONNEL FILES**

**L8.01** Employees in the Bargaining Unit shall have access to their personnel files at reasonable times in the presence of a member of the Administration. Upon written request employees shall be provided with a copy of material contained in such files. It is understood that should there be mutual agreement between the employee and the Administrator, that an item is inaccurate; the item shall be removed and destroyed or corrected as appropriate. All copies distributed to any other worksite shall also be removed and destroyed or corrected as appropriate. It is further understood that should there be no mutual agreement between the employee and the Administrator; the employee shall have the right to make a written reply to the item, which the employee feels is inaccurate. The reply shall form part of the employee's file. No additions to the employee's file shall be made without the employee receiving a copy. There shall be only one official Personnel File for each employee. This file shall be kept at the Board Office.

**L8.02.1** The record of any disciplinary action shall be removed and destroyed after twenty-four (24) months following such action provided the employee has received no other discipline within that period. All copies distributed to any other worksite shall also be removed and destroyed.

Notification that disciplinary action has been removed and destroyed shall be forwarded to the Bargaining Unit President within two (2) days of the removal.

**L8.02.2** A bargaining unit member may make a request to his/her principal that the letter of expectation be removed from

his/her personnel file once the expectations as set out in the letter have been met. In any case, the letter of expectation will be removed and destroyed no later than twenty-four months (24) following the issuance of the letter of expectation, provided the employee has not received any other discipline or letter of expectation for a similar issue within that period.

- L8.03 Material removed and destroyed from members file shall not be referred to or used against the member in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the member in order to demote, dismiss, discharge or discipline the member in any way, nor shall it be used against the member in any arbitration or any other legal proceeding.
- L8.04 The Board shall ensure that all medical information is stored in a secure location and in a confidential manner. The employee shall have access to their file upon request.

## **L9.0 SENIORITY**

- L9.01 Seniority is defined as time since date of hire in the Bargaining Unit and shall include service with the employer prior to the certification of the Bargaining Unit. Seniority will be applied to the Bargaining Unit on a board-wide basis in job posting, recalls, promotions, transfers, and layoffs. When a tie occurs because two (2) or more employees have started work on the same day, the tie shall be broken as follows:

- (a) Total years experience with the Board
- (b) Years of service in the same job function with another Board

- (c) By lot, in a manner determined by the Board and the Union.

L9.02 The employer shall maintain a seniority list showing each employee's name, total experience with the employer, classification and place of work. This seniority list shall include members with recall status. On or before October 31 and May 31 of each year, the employer shall post a copy of an up-to-date seniority list in all work locations with members covered by this Collective Agreement. Any questions as to the accuracy of the seniority dates must be submitted within fifteen (15) working days of the posting of the list, following which, the dates will be considered to be correct.

L9.03 Seniority rights shall cease for any one of the following reasons when an employee:

- a) Resigns
- b) Is discharged and is not reinstated through the grievance procedure or arbitration
- c) Is laid off and decides to take severance pay.

L9.04 The employer shall notify employees who are to be laid off as outlined in the *Employment Standards Act*.

L9.05 An employee will be on probation until he/she has completed ninety (90) days of active employment with the Board. Upon successful completion of the probationary period, he/she shall then be credited with seniority equal to the probationary served and seniority thus acquired shall be applied in the manner set out in this agreement.



The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, Employee Funded Leave Plan, Workers' Compensation, Family Medical Leave, a leave of absence to undertake a temporary position with the Board not covered by this Collective Agreement, for the first twelve (12) months of such leave, and any other Board-approved leave contained within this agreement where it is stated that seniority shall continue to accrue.

## **L10.0 SURPLUS and LAYOFFS**

L10.01 If the Board intends to initiate layoffs, it will, as soon as possible, meet at a Staff/Board Liaison Committee Meeting, to discuss the following in order to reduce the impact of layoffs:

- a) inviting retirements
- b) accepting voluntary resignations
- c) offering interested employees the option of taking a reduced assignment/job sharing
- d) approving leaves of absences including leaves beyond the period normally allowed by the Board
- e) any other feasible, mutually agreeable options

L10.02 a) For the purposes of this article, workplace shall be grouped in seven (7) communities:

- i. Beardmore
- ii. Geraldton-Longlac
- iii. Nakina
- iv. Manitouwadge
- v. Marathon
- vi. Nipigon-Red Rock and Dorion

vii. Terrace Bay and Schreiber

b) For the purposes of this Article layoff shall mean:

- i. Reduction of hours of employment resulting in lower F.T.E.
- ii. Reduction in staff

L10.03 In the event of reduction of the number of positions in any job classification in any workplace, the least senior employee in that job classification in that workplace shall be notified that such employee is surplus.

Bumping Procedure:

L10.04 For the purposes of this Article the Full-time Equivalent (F.T.E.) of an employee shall be determined in reference to the normal full-time hours for the classification in which the employee works. For example, the F.T.E. of an employee who works 3 hours/day in a classification whose normal full-time hours is 6 hours per day is 0.5; the F.T.E. of an employee who works 3 hours per day in a classification whose normal full-time hours are 7 hours per day is 0.43.

L10.05 For the purposes of the Bumping Procedures, the F.T.E. of an employee holding two (2) part-time positions in the same classification is 1.0.

L10.06 The employee notified in Article L10.02 above shall have the choice of accepting lay off or bumping a less senior employee in that job classification with the same F.T.E. (if one exists) within that community, however the employee must decide within three (3) working days.

L10.07 If the employee cannot bump an employee with the same F.T.E. within the same job classification within the same community, the employee shall have the right to bump a less senior employee with the same job classification on a board-wide basis. However, if the employee would prefer to remain in the same community, the employee may choose to bump a less senior employee with a lower F.T.E. in the same job classification in the same community

L10.08 If the employee cannot bump within the job classification, or the employee chooses not to bump outside the community, the surplus employee shall have the right to bump a less senior employee, in the following sequence, provided the surplus employee meets the qualifications set out in the job description. The employee, however, must be afforded a reasonable orientation and familiarization period for up to three (3) continuous months.

- a) A less senior employee in any classification in the same or lower grade salary level, within the community, with the same F.T.E. and if such does not exist;
- b) A less senior employee in any classification in the same or lower grade salary level, within the community, with a lower F.T.E.

L10.09 If the surplus employee still cannot bump within the community, the employee shall have the right to displace a less senior employee on a board-wide basis according to the procedure set out in Article L10.07.

L10.10 In order to prevent layoffs, permanent employees who have not been placed through the Bumping Procedure, shall be offered, in order of seniority, temporary

position(s), within the employee's job classification or for which the employee can perform the job without formal training, while maintaining their rights and entitlements as a permanent employee under the Collective Agreement. No Temporary Employee shall be employed except where the surplus employee has refused the offer to be assigned to a temporary position.

L10.11 After exhausting the above procedures, permanent employees who have not been placed shall be laid off.

L10.12 a) Employees on lay off shall retain the right of recall for thirty-six (36) months after which time employment is terminated.

b) Notwithstanding L10.12 (a), members on recall on or after September 1, 2008 shall have their recall rights extended to August 31, 2012 if necessary for the purpose of the Letter of Understanding, re: PDT implementation.

L10.13 Employees on layoff may submit a written request to the Board to be placed on a school(s) casual call-in list. The request shall identify the positions and the schools for which they are available. The Board will forward the information to the respective schools by September 15th of each school year and any time throughout the year as lay offs occur.

## **L11.0 RECALL**

- L11.01** Before hiring externally to fill a vacancy, the Board shall offer the vacancy to an employee, beginning with the most senior employee with the highest F.T.E., who has the ability to do the work and who has suffered a loss of regularly scheduled hours due to a lay off. The employee, however, must be afforded a reasonable orientation and familiarization period for up to three (3) continuous months.
- L11.02** No new employee will be hired until all persons on lay off and having the ability to do the work have been given an opportunity for recall.
- L11.03** Notice of recall to work shall be made by registered mail directed to the employee's last address of record. The employee may be contacted by telephone, fax or other reasonable manner and the recall will be confirmed by registered mail.
- L11.04** All employees eligible for recall are responsible to notify the Board of their address and telephone number.
- L11.05** An employee who accepts a permanent position through the recall procedures shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this agreement.
- L11.06** The employee notified of a recall must advise the Board of their intention to return to work within ten (10) days from date of mailing of such notification. The employee must return to work within a period of time satisfactory to both the employee and the Board.

L11.07 An employee may refuse a recall to any of the following positions and not lose seniority nor the right to exercise the employee's seniority for any subsequent job opening:

- A temporary position
- A position with a lower FTE than that of the position from which the employee was laid off
- A position outside the job classification from which the employee was laid off
- A position outside the employee's community.

L11.08 a) An employee who has been recalled to a position different from the position from which the employee was laid off shall maintain the right for twenty-four (24) months to return to the former position if it becomes open.

b) An employee who has been recalled to a different community from which the employee was laid off shall maintain the right for twenty-four (24) months to return to the former community if a position becomes open. If the employee is the successful applicant for the posting, the member shall be provided with three (3) calendar days to accept or decline the position before the position will be offered to another applicant.

L11.09 Employees with recall rights, who are able to perform the duties of the position, shall be called first for temporary employment beginning with the most senior laid-off.

## **L12.0 CASUAL CALL INS**

- L12.01 a) The Board, from time to time, requires work to be performed on a casual or “as needed” basis. Prior to calling in other persons for such work, the Board shall attempt to contact employees in the community with recall rights, in order of seniority, who have the ability to perform the casual work available.
- b) Where there are no employees within the community with recall rights who have the ability to perform the casual work available and subject to any operational requirements, the Board shall offer the casual work to a part-time employee in the community who has the ability to perform the work and whose part-time position does not conflict with the available casual work.
- c) Part-time employees performing casual work, in their own classification will be paid their salary grid position. All others shall be paid the casual rate.
- d) Casual work will not be considered when determining whether or not an employee is qualified for a permanent or temporary position.
- L12.02 a) The Casual Supply Roster shall be broken down by job position and shall provide the following information for each casual member:
1. Name
  2. Home or alternate telephone number
  3. Preference of casual position
  4. Availability
  5. Job status (recall, part time, casual)

- b) When filling a casual assignment the employees on the roster shall be contacted in the following sequence:
  - 1. Recall employees in order of seniority
  - 2. PT Permanent members identified as “PT”
  - 3. All other casuals
- c) The Board shall post electronically the Casual Supply Roster for the upcoming school year by October 31<sup>st</sup> of each year.
- d) Casual Employees shall notify the Human Resources Department of the Board as soon as practicable, in writing, of any changes to telephone numbers required by the Board to contact the Casual Employee regarding available positions.

## **L13.0 REASSIGNMENT OF SUPPORT STAFF**

L13.01 The parties recognize that it is a management right of the Board to reassign support staff personnel, with the exception of information technology personnel and attendance counsellors, as required according to the provisions set out below:

L13.02 In accordance with L13.01, above, the Board agrees only to exercise that management right under the following conditions:

- i. Support staff personnel shall be assigned primarily to a particular school within a township (“school township”);
- ii. The Board agrees that it will not reassign support staff personnel outside of their school township unless that



assignment occurs within the township in which the individual resides (“residence township”) or any other township in which the individual has expressly agreed in advance to be reassigned (“volunteer township”);

- iii. The parties agree that support staff personnel will be provided with an opportunity to identify the volunteer townships for which they agree to be re-assigned pursuant to a sign-up sheet, attached in draft at Schedule “C”;
- iv. Designation on the volunteer township list may be reconsidered at the discretion of the support staff personnel individual, with advance notice to the Board;
- v. Reassignments within the school township will be assigned in the time period as required in the circumstances, but in any case the work day shall not exceed the hours of work as defined in Article 16 (including any travel time between the school assignments);
- vi. Reassignment in the residence township and volunteer township shall last at least one day and shall not exceed the hours of work as defined in Article 16;
- vii. Support staff shall not be reassigned from one job class to another;

L13.03 For all reassignments, the Board agrees:

- i. To endeavour to first secure a support staff personnel employee who holds the appropriate qualifications for the reassignment to agree to be reassigned; if such agreement cannot be secured, the Board will then make its assignment accordingly;

- ii. to provide the Union with prior notification, if known, of such reassignment or as soon as practical in the circumstances;
- iii. to exercise its discretion for reassignment of support staff personnel for any circumstances that the Board deems appropriate having regard to Article L12.01;
- iv. to limit the length of the reassignment to the greatest extent possible in the circumstances, but in any case, in accordance with Article L11.09 and L14.02.

L13.04 The parties acknowledge that the terms of Article L13 do not apply to Professional Development.

## **L14.0 JOB POSTING**

L14.01 Subject to Article L14.02, all job vacancies within the bargaining unit shall be posted for a period of five (5) working days on all bulletin boards of the Board and the Board Website. The posting shall show the classifications vacant, the normal requirements of the job, the number of hours per week, the rate of pay and the location of the position. One electronic copy of the job posting shall be sent to the Bargaining Unit President and Branch Presidents on record, the day it is posted.

L14.02 a) Temporary vacancies not expected to last more than three (3) months may be filled at the discretion of the Board subject to the provisions of Article L11.09.

b) One subsequent vacancy created as a result of filling a

posting of a temporary vacancy expected to last more than 3 months will be posted. Any subsequent vacancies will be filled at the discretion of the Board.

L14.03 Applicants for a posted position shall apply in writing to the Board or as otherwise directed in the posting. The Board will consider the skill, ability, qualifications and training of the applicants in question to perform the required work. Where these are relatively equal in the judgement of the Board, the employee with the most seniority shall be selected.

L14.04 The Board shall within five (5) working days notify the Bargaining Unit President and the Branch President of the name, position, title and seniority of the successful applicant of the posted position.

L14.05 The Board shall transfer the successful applicant to the new position within thirty (30) calendar days of the final selection unless the posting specifies a later start date or there is mutual agreement between the Bargaining Unit President and the Board.

L14.06 Where a temporary employee is hired for the permanent position, for which the employee was hired as a temporary employee, seniority and grid movement shall date from the beginning of the employment provided there is no break in service.

L14.07 Internal job postings shall be open to permanent employees, probationary employees, and members on the recall list only.

L14.08 An educational assistant who posts into a temporary assignment may only apply to another temporary

assignment that commences after the termination date of the current temporary assignment.

L14.09 A permanent member who posts into a temporary position will be deemed to be on a Leave of Absence from their permanent position. Upon completion of the temporary assignment, the member will revert back to their permanent position.

L14.10 A permanent employee who posts into a permanent position of another job class shall be paid at the same step on the appropriate salary grid for the new job class.

## **L15.0 TRANSFERS**

L15.01 Two employees who wish to exchange positions may apply for a mutual transfer provided each employee is fully qualified to perform the other's job. The employees must make written application and the Board shall advise the employees within ten (10) working days of whether the application has been approved or denied. The Board's approval shall not be unreasonably withheld but shall be subject to the staffing requirements of the schools involved.

L15.02 No employee will be transferred without the employee's consent other than in accordance with the layoff /recall provisions of this Collective Agreement.

## **L16.0 HOURS OF WORK**

L16.01a) Subject to paragraph L16.01 (b), the normal hours of work for all full-time employees shall be seven (7)

consecutive hours, exclusive of the lunch break, per day for a total of thirty-five (35) hours per week. The hours of work for part-time and full-time employees will be consecutive exclusive of the lunch break. This shall include all Professional Development Days. Part-time employees in schools not on a balanced day schedule will be scheduled either in the morning or in the afternoon unless the employee agrees otherwise.

- b) The normal hours of work for full-time Attendance Counsellors and Educational Assistants shall be six and one half (6.5) consecutive hours, exclusive of the lunch break, per day for a total of thirty-two and a half (32.5) hours per week.
- c) Where part-time employees have been approved to participate in Board scheduled Professional Activity days or Board approved workshops or conferences that extend beyond the employees' normal hours of work, they will be paid as a F.T.E. of 1.0 for the day.

L16.02 a) Authorized work performed by an employee in excess of thirty-five (35) hours in a week shall be paid at time and one-half the employee's regular straight time hourly rate. Authorized work performed on a Sunday shall be paid at double the employee's regular straight time hourly rate. The employee may elect to receive, in lieu of overtime pay, time off to be taken at a time agreed upon by the employee and his/her Supervisor.

- b) Where Educational Assistants, Attendance Counsellors, Child and Youth Workers and Designated Early Childhood Educators are required by their Principal to attend events such as concerts, meetings, Open House or Parent's Night, they shall be paid their

normal hourly rate. If through attendance at such events the employees' hours of work exceed thirty-five (35) in a week, Article L16.02(a) shall apply.

L16.03 The Board will consult with the Bargaining Unit when scheduling professional development activities for employees in the Bargaining Unit. Where employees must travel to or from professional development activities outside their normal hours of work such travel time shall be considered work time.

L16.04 The Attendance Counsellors, Educational Assistants, Designated Early Childhood Educators and Child and Youth Workers are twelve (12) month employees. The normal work year for Attendance Counsellors, Educational Assistants, Child and Youth Workers and Designated Early Childhood Educators consists of the school year as defined under the Education Act. This article shall constitute proper notice of the layoff at the end of the school year.

L16.05 The Board shall provide fifteen (15) minute paid rest periods in the morning and in the afternoon for all employees. The breaks will be scheduled as close as is practicable to the mid point of each (1/2) half day. Employees may take their breaks away from their workstation. In schools operating on the balanced school day schedule, the afternoon break may be scheduled by the Principal to attach to the employee's lunch period with the consent of the employee.

## **L17.0 VACATIONS**

L17.01 New employees with the Board will accrue vacation entitlement at the rate of one (1) day per month worked in

the year of hire, to a maximum of ten (10) days.

Employees on the active payroll of the Board who will have completed the years of service specified within the calendar year shall be granted vacation with pay as of January 1<sup>st</sup> in accordance with the following (pro-rated for the part-time employee):

1 year of service: 2 weeks

3 years of service: 3 weeks

8 years of service: 4 weeks

12 years of service: 5 weeks

15 years of service: 6 weeks

Effective January 1, 2008 after 20 years: 6 weeks plus one (1) day per year in excess of twenty (20) years to a maximum of five (5) days.

L17.02 Vacation shall be scheduled by the Board after considering requests from employees provided the requests are submitted no later than May 1. One week of vacation may be taken during the calendar year with the approval of the employee's supervisor. All other vacation must be taken during the Christmas, March and/or summer breaks.

## **L18.0 PAID HOLIDAYS**

L18.01 Subject to the provisions of this article, employees shall receive pay for the following holidays:

New Year's Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Family Day

Labour Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

Boxing Day

New Year's Eve Day

L18.02 a) In lieu of Remembrance Day, one (1) floating holiday each school year will be scheduled at a mutually agreeable time with the approval of the Principal or immediate Supervisor. It is agreed that the scheduling of such day shall not incur any replacement cost to the Board.

b) Holiday pay will be computed, at the employee's regular rate of pay, on the basis of the number of hours the employee would otherwise have worked had there been no holiday.

L18.03 In order to qualify for holiday pay, the employee must work the full scheduled hours of work on the work day immediately before the holiday and the full scheduled hours of work immediately following the holiday unless absent for reasons satisfactory to the Board.

L18.04 An employee authorized to work on any of the above holidays shall be paid at the rate of two times the employee's regular rate for all hours worked in addition to any holiday pay to which the employee is entitled.

## **L19.0 EMPLOYEE PERFORMANCE APPRAISAL**

L19.01 The Board will consult with the Union and allow it an opportunity to provide input prior to making any material amendments to the Procedure.

L19.02 An employee will be notified in writing at the start of the school year in which a performance appraisal report will be completed for that employee.



- L19.03 In the school year in which the employee is to be appraised, supervisors shall communicate with the employee to review the procedure and outline performance expectations. Employees shall be granted a meeting to review the procedure and performance expectations, if one is requested. Such meetings shall occur before September 30<sup>th</sup>.
- L19.04 The employee shall be given an opportunity to initial or sign the report and add comments if the employee desires. The employee's initials or signature only indicate that the employee has read the report.
- L19.05 An employee shall have the right to OSSTF representation at the meeting held to discuss the report.
- L19.06 A report, which alleges that the employee's performance is unsatisfactory, shall outline the reasons and specific recommendations for improvements necessary to achieve a satisfactory outcome.
- L19.07 An employee in receipt of an unsatisfactory performance appraisal report shall be provided a reasonable time for improvement prior to a subsequent appraisal.
- L19.08 Bargaining Unit Members shall not make or provide input into the performance appraisal of other Bargaining Unit Members.
- L19.09 Any disciplinary action resulting from a performance appraisal may be the subject of a grievance. Where such a grievance is filed, the entire appraisal process may be challenged notwithstanding the time limits in Article L21 - Grievance/Arbitration Procedure.

## **L20.0 DISCIPLINE & DISCHARGE**

L20.01 No employees shall be disciplined, or discharged without just cause. Notwithstanding, the parties recognize the discipline, or discharge of a probationary employee shall be subject to a lesser standard of just cause.

L20.02 Employees shall be notified in writing of the grounds for discipline or discharge. The employee has the right to reply to such a report and that reply shall become part of the employee's personnel file.

## **L21.0 GRIEVANCE / ARBITRATION PROCEDURE**

### **L21.01 Definition:**

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, between the employee, group of employees or OSSTF and the Board.
- b) A "party" shall be defined as:
  - i OSSTF
  - ii the Board
- c) "Days" shall mean school days unless otherwise indicated.
- d) The "grievor" shall be defined as the party initiating the grievance.

## L21.02 Informal Stage:

The employee, or group of employees must attempt to resolve a grievance by informal discussion with the Principal or immediate supervisor prior to initiating the formal grievance. The employee may be accompanied by an OSSTF representative at the employee's request.

## L21.03 Formal Stage:

### Step 1

- a) Where OSSTF decides to proceed with a grievance, it shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and shall deliver the same to the Principal or Supervisor within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the employee ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or immediate supervisor or designate, shall meet with the grievor(s) and the designate OSSTF representative(s) within ten (10) days from the receipt of the grievance. The Principal or immediate supervisor or designate shall forward the written decision to OSSTF within five (5) days of such meeting.

### Step 2

- a) Failing settlement at Step 1, OSSTF may submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.

- b) The Director or designate shall meet with the designated OSSTF representative(s) within ten (10) days from the receipt of the grievance. The grievor(s) may attend such meeting at the request of the OSSTF representative(s). The Director or designate shall forward a written decision to OSSTF within five (5) days of such meeting.

### Step 3

If no settlement is reached, OSSTF may submit the grievance to arbitration within twenty (20) days of receipt of the response as follows:

- a) Arbitration: When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee(s) affected by it.
- c) Board of Arbitration: When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other

party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the arbitration board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

- d) Decision of the Board of Arbitration: An Arbitration Board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- e) A grievance relating to the dismissal or discharge of an employee may be filed at Step 2.
- f) Powers of the Board of Arbitration: An arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or Arbitration Board under the *Labour Relations Act*.
- g) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) 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 (50%) of the fees and expenses of the chair of the Arbitration Board.

- h) Policy Grievance: OSSTF and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to OSSTF or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when OSSTF or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- i) Grievance Mediation:
  - a) At any stage of 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 time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

j) Other:

- a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.
- b) If the grievor or OSSTF fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, OSSTF may submit the grievance to the next step of the procedure.
- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- d) 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.
- e) There shall be no reprisals of any kind taken against any employee because of the employee's participation in a grievance or arbitration procedure under this Agreement.

## **L22.0 HEALTH AND SAFETY**

**L22.01** Health and Safety shall be governed by applicable provisions of the *Occupational Health and Safety Act*.

- L22.02 a) The Board shall provide all personal protective equipment, protective clothing or devices required by law.
- b) Employees who are required by the Board to wear protective footwear during the course of their duties shall be reimbursed by the Board up to an annual maximum of \$120.00 upon presentation of a receipt for the purchase of C.S.A. approved footwear.
- L22.03 The Board shall provide employees, including temporary and casual employees, with the appropriate health and safety training as required. Training requirements will be established by the Board with input from the Bargaining Unit. Such training shall be conducted during regular working hours.
- L22.04 Employees shall not be required to administer medication by injection, catheterize, suction, tube feed students nor perform any other intrusive health care procedures as delineated in Ontario Policy/Program Memorandum #81.
- L22.05 Training required by the *Occupational Health and Safety Act* shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the Bargaining Unit shall participate in the Joint Health and Safety Committee.

## **L23.0 DISCRIMINATION / HARASSMENT**

- L23.01 The parties agree to comply with their obligations under the *Ontario Human Rights Code*. Accordingly, the parties agree that there shall be no discrimination against members because of race, place of origin, colour, ethnic



origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or disability as defined and provided in the Code. The parties further agree that there shall be no discrimination against members because of participation or non-participation in lawful union activities.

- L23.02 The Board and the Union recognize the right of all Bargaining Unit members to work in a harassment free environment.

## **L24.0 CRIMINAL RECORDS CHECK**

- L24.01 Access to and the use and disclosure of records and information (including offence declarations and the CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and protection of Privacy Act.

## **L25.0 EMPLOYEES WITH DISABILITIES**

- L25.01 The Board and the Union recognize their shared obligation under the Ontario Human Rights Code with respect to the accommodation of employees with disabilities.

## **L26.0 MODIFIED WORK POLICY**

- L26.01 Prior to introducing a Modified Work Policy applicable to the employees in the Bargaining Unit, the Board will provide the Union with a reasonable opportunity to provide input into the Policy.

L26.02 The Board and the Union recognize their mutual obligations under the *Human Rights Code* and the *Workplace Safety and Insurance Act* to take reasonable steps to attempt to accommodate employees who, because of a disability, are unable to perform the normal requirements of the job.

Where appropriate medical documentation requires the temporary accommodation to include a shortened workday, the employee may be able to access sick leave credits, if available, to avoid a reduction in salary.

Employees are entitled to Federation representation at all meetings related to such accommodations. Should the employee wish to exercise this right, the Bargaining Unit President will be informed of the date and time of the meeting and will attend or will appoint a designate to attend. Such representation will be secured within two (2) working days.

For WSIB matters, the accommodation meeting will take place as soon as possible and suitable modified work may be offered. If, due to the need to hold the WSIB meeting as soon as possible, Federation representation could not be secured for the meeting, the employee may request a follow-up meeting during which Federation representation will be present. Such representation will be secured within two (2) working days.

L26.03 Once a Policy is in place, the Board will consult with the Union prior to making any material amendments to the Policy.

## **L27.0 SICK LEAVE**

- L27.01 By October 30<sup>th</sup> of each year, each employee on staff shall be provided with a statement of the number of unused sick leave days accumulated to August 31<sup>st</sup> of the prior school year.
- L27.02 Every period of absence is to be reported by all personnel by notifying the person designated by the Board as soon as possible.
- L27.03 The Board may require an employee to submit a certificate from a qualified medical or Dental practitioner, for absences of five (5) consecutive work days or more due to sickness, physical and/or mental disability. The Board shall reimburse the employee for the cost if any, charged by the practitioner for the certificate.
- L27.04 For absences greater than ten (10) or more consecutive work days, due to sickness, physical and/or mental disability, the Board may require an employee to provide medical documentation satisfactory to the Board. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- L27.05 Should an employee totally exhaust all sick leave credits and be unable to return to work, the Board shall grant the employee a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the employee's condition and prognosis. The Board may require an employee to provide medical documentation satisfactory to the Board. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.

L27.06 Prior to introducing an Attendance Management Policy applicable to employees in the Bargaining Unit, the Board will provide the Union with a reasonable opportunity to provide input into the policy.

#### L27.07 Retirement Gratuity

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

The following language applies only to those employees eligible for the gratuity above:

L27.07.01 Upon retiring to a bona fide OMERS pension from employment with the Superior-Greenstone District School Board (or in the case of an employee not participating in the OMERS plan providing they meet the OMERS criteria for eligibility), subsequent to five (5) years continuous service with the Board, the employee shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.

L27.07.02 When an employee becomes entitled to receive a gratuity under this Article, the Board shall so inform that employee in a letter of the form attached as Schedule "B" to this Agreement. The Board shall allow the employee at least thirty (30) days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or

directly to the Employee's account.

L27.07.03 This retirement gratuity is:

- a) calculated at the rate of 6% of accumulated sick leave (to a maximum of 250 days) after the first five (5) years;
- b) increased by 2% per year thereafter to a maximum of 50%;
- c) calculated on the employee's daily rate of pay which is determined by multiplying the employee's normal daily hours of work by the employee's regular straight time hourly rate.

In the event of the death of an employee while employed by the Board, any retirement gratuity payable will be paid to the employee's estate or assigned beneficiary.

Any employee accepting this gratuity forfeits all accumulated sick leave credits in the employee's account.

## **L28.0 GROUP LIFE AND BENEFIT PLANS**

L28.01a) The Board shall contribute 100% toward the premium costs for the benefits listed below with the exception of the LTD Benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD.

- 1. Life insurance for all employees equal to \$150,000.
- 2. Dependent Life Insurance:
  - a) Spouse-\$20,000

b) Each Child- \$10,000

3. Long Term Disability Insurance with a ninety (90) day waiting period.
4. Accidental Death and Dismemberment equal to \$150,000.
5. Medical Insurance (\$5.00 deductible per prescription), excess Doctors' fees, private hospital accommodation where available, vision care, etc.

Laser Eye Surgery: \$500.00

Vision Care Maximum: \$400.00 per twelve (12) months inclusive of the cost of the annual eye examination.

Hearing Aids: \$2,000/5 years

Physiotherapy and Massage Therapy combined maximum of \$1,000 per calendar year. \$40.00 maximum per visit.

Effective September 1, 2007:

Chiropractic fees reimbursement up to \$15.00 per visit to a maximum of 20 visits per year

6. Dental Benefit Plan (current ODA fee schedule)
7. The Board shall cover the cost of the Hepatitis B vaccinations for all employees.
8. Employees receiving Long Term Disability Benefits shall have their Extended Health Care and Dental Benefits covered 100% by the Board.

(1, 3 and 4 above are conditions of employment)

- b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the Local Affiliate. The benefit plans are not part of this Collective Agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.
- c) Any changes to this benefit package caused by negotiation of this agreement will become effective the first day of the month following the date of signing this Collective Agreement.
- d) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the Board.
- e) All employees will be covered by the Ontario Municipal Employees Retirement System in accordance with the terms of that plan.
- f) All members retiring after date of ratification will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two instalments on September 1<sup>st</sup> and March 1<sup>st</sup>. The onus is upon the participant to ensure the Board receives payment on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium thirty (30) days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired

member and will not be extended beyond the month the member turns 65 years of age.

## **L29.0 LEAVES OF ABSENCE**

### **L29.01 Leave of Absence Without Pay**

A leave of absence without salary and benefits or sick leave credits, may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The employee will be returned to the former position that was held by the employee before the leave was granted subject to the layoff/recall provisions of this agreement.

- L29.01 a) Employees may return to work prior to the end of the granted leave provided they inform the Board, in writing, giving at least one (1) months notice of their intent to return.

### **L29.02 a) Bereavement Leave**

For the death in the immediate family, the employee is permitted to be absent without loss of salary, sick leave credits, benefits, seniority or experience for a period of up to, but not exceeding five (5) days. When used herein, immediate family includes: father, mother, father-in-law, mother-in-law, spouse (spouse shall include common-law and same sex partners), son, daughter, sister, brother, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law, son-in-law and daughter-in-law. The first such day is to be within two days of the death.



b) For attendance at a Memorial Service that may be held at a later date for a death in a family, as defined in Article L29.02 (a), the employee may elect to use all or part of the five (5) bereavement days from Article L29.02(a) - Bereavement Leave to attend the service without loss of salary, sick leave credits, benefits, seniority, or experience.

#### L29.03 Special Compassionate

Special compassionate leave of up to five (5) days in any school year without loss of salary, sick leave credits, benefits, seniority or experience may be granted at the discretion of the Principal, immediate supervisor, Coordinator of Human Resources or designate. Reasons for such leave may include, but not limited to, illness in the immediate family, attending a funeral/memorial service of a close friend or other family member not identified in L29.02, absence for the purpose of seeking medical attention for dependants, or arrival home of a newborn or adoptive child.

#### L29.04 Family Medical Leave

Family Medical Leave shall be in accordance with the *Employment Standards Act* as amended from time to time. The current relevant provisions of the act are appended to this agreement.

#### L29.05 School Business

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted an employee while on approved school business.

## L29.06 Medical Quarantine

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted an employee for a period of quarantine, when declared by the Medical Officer of Health or designate.

## L29.07 Jury/Witness Duty

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted an employee for jury duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

## L29.08 Federation Business

Absence without loss of salary, sick leave credits, benefits, seniority, experience and all other rights and privileges under this Collective Agreement shall be granted according to the following:

- a) At the request of the Bargaining Unit Executive, the Principal, Coordinator of Human Resources or designate shall grant a member a leave of absence to permit attendance at OSSTF workshops and meetings. Leave of absence granted under this section will not exceed, twenty- five (25) days during the school year.
- b) At the request of the Branch President, the Principal, Coordinator of Human Resources or designate shall grant the Branch President and/or designate a leave of absence to attend to federation/school business matters which occur during the regular school hours. Leave of absence granted under this section will not exceed, in the

aggregate, ten (10) days during the school year, per community.

- c) Members of the Union's negotiating committee shall be granted a leave of absence to attend negotiations for the renewal of this Collective Agreement.
- d) The OSSTF shall reimburse the Board for any replacement costs incurred by the Board in granting the leaves described in paragraphs (a) through (c).
- e) Members who serve as Federation representatives on Employer-Employee committees which are convened during work hours.

#### **L29.08.01 Bargaining Unit President Leave**

- a) At the request of the Bargaining Unit President, the Director shall grant the Bargaining Unit President a leave of absence for up to two (2) school years. The Bargaining Unit shall inform the Board no later than June 30th as to the F.T.E. portion of the President's leave of absence to be taken in the following school year.
- b) During Bargaining Unit President Leave, the Bargaining Unit President shall not suffer a loss of salary, sick leave credits, benefits, seniority, experience or any other rights and privileges under this Collective Agreement. Notwithstanding this, during the Bargaining Unit President Leave, the Bargaining Unit President is not entitled to vacation, sick leave under Article L27 or Leaves of Absence under Articles L29.01 to L29.07, L29.09 and L29.11.
- c) Notwithstanding the consecutive day requirement set out in L2.02.01, for the purposes of replacing the Bargaining

Unit President while on leave, the leave shall be considered a temporary job vacancy for the duration of the school year. The job shall be posted for the beginning of each school year. In addition to the provisions of the Collective Agreement applicable to all temporary employees pursuant to Article L2.02.01, the incumbent will accrue seniority exclusively for the purpose of applying for permanent vacancies with the Board.

L29.08.2 For the Bargaining Unit President Leave, the OSSTF shall reimburse the Board for the cost of salary, statutory and negotiated benefits of the Bargaining Unit President on the lowest grid step in the Bargaining Unit, equivalent to the FTE portion of the President's leave, during the period of the Bargaining Unit President's approved leave.

#### L29.09 Personal Leave Days

Each employee shall be allowed up to three (3) personal leave days each school year. The days are to be taken with the approval of the Principal or immediate supervisor.

#### L29.10 Adverse Weather Conditions

L29.10.01 Under adverse weather conditions, an employee shall make an individual decision on the matter of whether it is safe to travel to work.

L29.10.02 Where a personal decision is made to remain at home, an employee shall report this decision to the Principal or immediate supervisor immediately and provide reason(s) thereof. In this case, the employee will be granted a leave of absence without pay or may use a vacation day (which shall not count toward the limit under L16.02) or personal day if one is available.

L29.10.03 An employee reporting for a regular shift and sent home by the Principal or immediate supervisor due to an emergency or act of God shall not suffer a loss of salary, benefits, or seniority.

L29.10.04 Where a member is prevented from travelling from his/her principal residence to his/her school by a road closure, the member shall suffer no loss of salary, benefits, experience or sick leave.

## L29.11 Pregnancy and Parental Leave

L29.11.01 Pregnancy and Parental Leaves shall be in accordance with the *Employment Standards Act*.

L29.11.02 Upon application from an employee on Pregnancy or Parental Leave, the Board may grant an extension to the leave of up to two (2) years. The return date shall be clearly stated prior to the commencement of the leave.

L29.11.03 The employee shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory leave, the employee shall pay 100% of the premium costs and shall not accumulate sick leave credits.

## L29.12 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.

- 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.

### **L30.0 WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP UP BENEFITS**

- L30.01 Where an employee is receiving WSIB, that employee is entitled to receive WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.
- L30.02 An employee who was 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.

### **L31.0 WORK OF THE BARGAINING UNIT**

- L31.01 No employee shall be laid off, suffer a reduction in the employee's regularly scheduled hours, or be refused recall as a direct result of contracting out, the placement in the workplace of co-op students, tutors, volunteers, participants in government funded work programs, or due to teachers being assigned work normally performed by members of the Bargaining Unit.



**L31.02** The Board acknowledges the benefit to our schools in maintaining the staffing model in place at the time of ratification. The Union acknowledges that the Board is subject to a variety of factors such as the funding formula and changes within the communities it serves. Consequently, the Board agrees that, prior to implementing any changes to the current staffing model, it will meet with the Union to discuss any such proposed changes and the reasons therefore. The Board shall offer the Union an opportunity for input with respect to these changes and how any negative impact can be minimized or avoided.

## **L32.0 MILEAGE**

**L32.01** An employee required to use the employee's vehicle for Board business shall be reimbursed at the regular Board rate.

## **L33.0 TECHNOLOGICAL CHANGE**

**L33.01** If, as a result of the introduction or operation of new equipment or changes in operating methods, a classification (job) will be discontinued and/or members of the Union will be displaced, the Board will inform the Union, not less than thirty (30) days in advance of such changes, and will discuss with the Union prior to the inception of such changes, means by which existing employees of the Union may qualify for positions created by such changes.

**L33.02** In the event of the installation of new equipment that may affect the job status of employee(s) in the Union, the

Board will, as far in advance as possible before the installation of such equipment, meet with the Union, provide them with information regarding the new equipment, and advise them of the number and classification of employees likely to be affected by such installation. The parties will discuss the feasibility of providing training on such new equipment to employees affected by such changes with the intent that the Board will give first consideration to present employees for such newly created positions.

### **L34.0 STAFF/BOARD LIAISON**

L34.01 A Staff/Board Liaison Committee shall be struck consisting of up to three (3) members of the Bargaining Unit and to three (3) Board Representatives.

L34.02 The purpose of this committee shall be to foster better understanding between the parties.

L34.03 On request of either party, the committee shall meet. The parties agree that the committee shall meet at least once each school year.

L34.04 The Committee will meet to review projected funding and staffing information for the following school year. The committee will address reasons for any staffing reductions in the Bargaining Unit no later than June 30<sup>th</sup> of the school year and will consider solutions to these reductions as set out in Article L10.01.

L34.05 No member of the committee will suffer a loss of salary as a result of attending a committee meeting.

## **L35.0 EMPLOYEE FUNDED LEAVE**

### **L35.01 Preamble**

The Superior-Greenstone District School Board and OSSTF assume no responsibility for any consequences arising out of this plan related to effects on employees' OMERS provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by an employee as a result of participation in this plan.

### **L35.02 Description**

L35.02.01 This Employee-funded leave plan is developed to afford employees the opportunity of taking a leave of absence through deferral of salary to finance the leave.

### **L35.03 Application**

L35.03.01 An Employee must make written application to the Director of Education on or before January 31<sup>st</sup> requesting permission to participate in the plan commencing in September of the same Calendar Year.

L35.03.02 Written acceptance, or refusal, of the employee's request, with explanations, will be forwarded to the employee by April 1st in the school year in which the request is made.

L35.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

## L35.04 Pay Deduction Formula and Leave of Absence

L35.04.01 In each year of the plan preceding the year of leave an employee will be paid a reduced per centum of the employee's proper grid salary and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, shall be retained for the Employee by the Board in a True Savings Account at the Board's Bank. Interest earned on the True Savings Account will be paid out annually prior to December 31<sup>st</sup>.

- a) OR, with the approval of the Board, an Employee may elect some alternate method of funding the leave.
- b) Union dues and pension deductions will be at the direction of the appropriate agency.

L35.04.02 While an employee is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the employee would have received had the employee not been enrolled in the plan.

L35.04.03 An employee's fringe benefits will be maintained by the Board during the leave of absence; however, the premium costs of all fringe benefits shall be entirely paid by the Employee during the year of absence at the Board's Group rates.

L35.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior

to taking the leave had the employee not been enrolled in the plan, or according to the salary, the employee would receive in that year if the employee was not enrolled in the plan, at the option of the employee.

L35.04.05 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of the leave.

L35.04.06 An employee may apply to take the leave in other than the fifth year of this plan, if mutually agreed to by the employee and the Board.

#### L35.05 Terms Reference

L35.05.01 On return from a leave an employee will be assigned to the same position that the employee held before the leave, unless the position no longer exists, in which case the employee will be governed by the appropriate terms of this Agreement.

L35.05.02 Sick leave credits will not be accumulated during the year spent on leave.

L35.05.03 Employees declared redundant will not be eligible for this plan.

a) An employee enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Article L35.05.04 below.

- L35.05.04 Repayment shall be made as per Agreement between the employee and the Board.
- L35.05.05 Pension deductions are to be continued as provided by the current ruling of the OMERS plan.
- L35.05.06 An employee may withdraw from the plan at any time prior to March 1<sup>st</sup> of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Articles L35.05.03(a) and L35.05.04 above.
- L35.05.07 Should an Employee die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the employee's estate.
- L35.05.08 All employees wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.
- L35.05.09 The year of leave shall not be recognized for salary calculation purposes.
- L35.05.10 Seniority shall accumulate during the year of leave.
- L35.05.11 The year of leave shall not be calculated in the determination of any retirement gratuity.

## **L36.0 MEDICATION and MEDICAL PROCEDURES**

L36.01 Notwithstanding the administering of oral medication outlined in Policy/Program Memorandum 81, no employee shall be required to perform any medical or physical procedure on any pupil.

L36.02 The Board shall provide employees with training in order to ensure compliance with PPM81. The Board recognizes that it retains all legal responsibilities for the actions of employees who provide such a service.

## **L37.0 PROFESSIONAL DEVELOPMENT**

L37.01 The Board and the Bargaining Unit shall form a joint advisory committee on professional development. The goal of the committee is to ensure that professional development is reflective of the employees' need to further enhance professional practice.

L37.02 The committee shall consist of an equal number of employees, as appointed by the Bargaining Unit President, and of Board representatives to a maximum of four (4) members in total.

L37.03 The committee shall meet a minimum of two (2) times per year.

## **L38.0 DURATION AND RENEWAL**

L38.01 This Agreement shall be in effect from September 1, 2014 and shall continue in force up to and including August 31, 2017 and shall continue automatically thereafter for annual

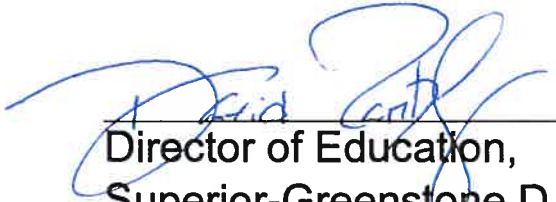
periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the *Ontario Labour Relations Act*.

L38.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 38.01, the parties shall meet within fifteen (15) days from giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the *Ontario Labour Relations Act*.

L38.03 Except for error, inadvertence, or omissions, the Agreement shall form the basis for computing all salaries and other terms defined herein. Amendments (deletions or additions) to clauses defined herein shall be made only by mutual consent of the parties concerned in this Agreement and shall be subject to ratification by the parties



SIGNED THIS 7 DAY OF June 2017.

  
\_\_\_\_\_  
Director of Education,  
Superior-Greenstone D. S. B.

  
\_\_\_\_\_  
President,  
OSSTF-Support Staff  
District 6B

  
\_\_\_\_\_  
Chief Negotiator,  
Superior-Greenstone D. S. B.

  
\_\_\_\_\_  
Chief Negotiator,  
OSSTF-Support Staff  
District 6B

## **APPENDIX I: PREGNANCY & PARENTAL LEAVE**

**For further details, please consult the Employment Standards Act and the Employment Insurance Act.**

## **APPENDIX II: FAMILY MEDICAL LEAVE**

**For further details, please consult the Employment Standards Act and the Employment Insurance Act.**

## **SCHEDULE A: SALARY SCHEDULE**

### **EFFECTIVE SEPTEMBER 1, 2014**

Years	Attendance Counsellors	Audio Visual, Computer and Library Technician	Educational Assistants, Child and Youth Workers	Accounts Payable Clerk, Accounting Clerk, Payroll Clerk, Secretary	Designated Early Childhood Educators
	1	2	3	4	5
0	19.969	20.297	20.553	21.060	20.09
1	20.948	21.314	21.533	22.114	21.63
2	21.975	22.381	22.560	23.222	23.18
3	23.056	23.500	23.640	24.382	24.72
4	24.186	24.677	24.770	25.603	26.27

Casual Employee Rate of 16.19

DECE Letter of Permission: \$18.54

### **EFFECTIVE SEPTEMBER 1, 2016**

Years	Attendance Counsellors	Audio Visual, Computer and Library Technician	Educational Assistants, Child and Youth Workers	Accounts Payable Clerk, Accounting Clerk, Payroll Clerk, Secretary	Designated Early Childhood Educators
	1	2	3	4	5
0	20.169	20.500	20.759	21.271	20.29
1	21.157	21.527	21.748	22.335	21.85
2	22.195	22.605	22.786	23.454	23.41
3	23.287	23.735	23.876	24.626	24.97
4	24.428	24.924	25.018	25.859	26.53

Casual Employee Rate of 16.35

DECE Letter of Permission: \$18.73

**EFFECTIVE FEBRUARY 1, 2017**

Years	Attendance Counsellors	Audio Visual, Computer and Library Technician	Educational Assistants, Child and Youth Workers	Accounts Payable Clerk, Accounting Clerk, Payroll Clerk, Secretary	Designated Early Childhood Educators
	1	2	3	4	5
0	20.270	20.603	20.863	21.377	20.39
1	21.263	21.635	21.857	22.447	21.96
2	22.306	22.718	22.900	23.571	23.53
3	23.403	23.854	23.995	24.749	25.09
4	24.550	25.049	25.143	25.988	26.66

Casual Employee Rate of 16.435

DECE Letter of Permission: \$18.82

Effective September 1, 2005 Educational Assistants and Attendance Counsellors, hired into permanent positions after August 20, 2005, who do not possess one of the Educational credentials listed in the respective Job Descriptions shall be paid at 95% of Step 0.

On the employee's anniversary date, the employee shall be paid at step 0 on the salary grid.

The Board shall inform the Bargaining Unit president when an Educational Assistant or Attendance Counsellor is hired without possessing one of the Educational credentials.

Where a permanent employee completes one of the Educational credentials identified during the first year of employment, the employee shall be paid at step 0 effective the date of completion. The employee must submit appropriate documentation to Human Resources.

## **SCHEDULE B: LETTER OF FORM**

### **SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD**

#### **Letterhead**

**Dear:**

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Ontario Secondary School Teachers' Federation, Educational Support Staff, you are entitled to a Retirement Gratuity in the amount of \$ \_\_\_\_\_.

Unless we receive written instructions from you regarding the method of payment within thirty (30) days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax:       \$ \_\_\_\_\_;

Other:               \$ \_\_\_\_\_;

Ontario Secondary School Teachers' Federation, Education Support Staff advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

**(Authorized Signature)**

150

## **SCHEDULE C: VOLUNTEER TOWNSHIP LIST**

For the purposes of re-assignments, the Board has been divided by area into various townships:

1. Beardmore
2. Geraldton
3. Red Rock
4. Terrace Bay
5. Marathon
6. Manitouwadge
7. Longlac
8. Nakina
9. Schreiber
10. Nipigon
11. Dorion

Please indicate below any of the above townships which you agree to be re-assigned to for at least one day (normal work day)

Name Townships	School Township	Additional
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## **LETTER OF UNDERSTANDING - Sick Leave**

Notwithstanding Article 27.0 (Sick Leave), employees who, as of the date of ratification, have accumulated more than two hundred fifty (250) sick leave days shall be allowed to retain their accumulated days. However, no more than 250 days may be used towards their retirement gratuity. Should those employees' accumulated total decrease through use to less than two hundred fifty (250) days, then they will be governed by the Collective Agreement provisions for accumulation thereafter.



## **LETTER OF UNDERSTANDING - Workplace Violence and Harassment Management Guideline**

The Board and Union recognize the Workplace Violence and Harassment Management Guideline in place effective the date of September 1, 2012.

The Board will consult with the Union prior to making any material amendments to the Guideline.

## **LETTER OF UNDERSTANDING – Child and Youth Workers**

The parties acknowledge that there was an error in the Life Insurance and Accidental Death and Dismemberment amount in the Letter of Understanding and that the correct amount is \$150,000.

## **LETTER OF UNDERSTANDING – Pay Equity Maintenance**

The Board and Union agree upon the importance of pay equity maintenance.

The parties agree to strike a joint committee for the maintenance of the pay equity plan.

The first meeting of the joint committee shall take place by November 30, 2016. Any extension to this timeline shall only be by mutual agreement.

Subsequent meetings shall be held annually thereafter for the purposes of initiating the maintenance of the pay equity process.

An amended plan shall be posted as required or a letter of agreement shall be signed by the parties each year to confirm the review has taken place.

## **LETTER OF INTENT – Attendance Support**

The parties agree that prior to the implementation of any attendance support program that is to be applied to members of the bargaining unit, the Board will meet with the Union to provide opportunities for the union to comment upon the creation of the program.