

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD**

**AND**

**O.S.S.T.F. DISTRICT 21**

**ENGLISH AS A SECOND LANGUAGE INSTRUCTORS**

**EMPLOYED BY THE BOARD**

**Effective**

**September 1, 2019 up to and including August 31, 2022**

# TABLE OF CONTENTS

## OSSTF EDUCATION WORKERS – PART A: CENTRAL TERMS

### CONTENTS

<b>C1.00</b>	<b>STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)</b> .....	<b>8</b>
C1.1	Separate Central and Local Terms .....	8
C1.2	Implementation .....	8
C1.3	Parties.....	8
C1.4	Single Collective Agreement .....	8
<b>C2.00</b>	<b>LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)</b> .....	<b>8</b>
C2.1	Term of Agreement .....	8
C2.2	Amendment of Terms.....	8
C2.3	Notice to Bargain.....	8
<b>C3.00</b>	<b>DEFINITIONS</b> .....	<b>8</b>
<b>C4.00</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE</b> .....	<b>9</b>
<b>C5.00</b>	<b>CENTRAL GRIEVANCE PROCESS</b> .....	<b>10</b>
C5.1	Definitions .....	10
C5.2	Central Dispute Resolution Committee .....	10
C5.3	Language of Process .....	11
C5.4	Grievance Shall Include:.....	11
C5.5	Referral to the Committee .....	11
C5.6	Voluntary Mediation .....	12
C5.7	Selection of the Arbitrator .....	12
<b>C6.00</b>	<b>EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED)</b> .....	<b>12</b>
<b>C7.00</b>	<b>SPECIALIZED JOB CLASSES</b> .....	<b>13</b>
<b>C8.00</b>	<b>WORK YEAR</b> .....	<b>13</b>
<b>C9.00</b>	<b>STAFFING COMMUNICATION</b> .....	<b>13</b>
<b>C10.00</b>	<b>BENEFITS</b> .....	<b>13</b>
C10.1	ELHT Benefits.....	13
C10.2	Eligibility and Coverage .....	14
C10.3	Funding .....	14
i.	The financial results for reconciliation shall be based on the audited financial statements for the year ending August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust’s expense no later than November 30, 2022. ....	14
ii.	The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the OSSTF/FEESO-EW benefit plan on the OSSTF ELHT’s August 31, 2022 audited financial statements, excluding any and all costs related to retirees, optional employee benefit costs and any temporary benefit plan enhancements	

(including but not limited to any reductions to premium share or premium holiday). The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier’s most recent yearly statement...14

- iii. The total cost of the OSSTF/FEESO-EW benefit plan per FTE represents a) ii. divided by the actual average FTE for the 2021-22 school year reported by school boards in the staffing schedule by Employee/Bargaining group for the school year ending August 31, 2022. ....14
- i. The Claims Fluctuation Reserve shall not decrease below 25% of total OSSTF/FEESO-EW benefit plan costs for the prior year and,..... 15
- ii. the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.....15
- C10.4 Full-Time Equivalent (FTE) and Employer Contributions ..... 15**
- C10.5 Benefits Committee ..... 15**
- C10.6 Privacy..... 16**
- C10.7 Benefits not provided by the ELHT..... 16**
- C10.8 Payment in Lieu of Benefits..... 16**
- C11.00 STATUTORY LEAVES OF ABSENCE/SEB .....16**
- C11.1 Family Medical Leave or Critical Illness Leave ..... 16**
- Supplemental Employment Benefits (SEB) ..... 17**
- C12.00 SICK LEAVE.....17**
- C12.1 Sick Leave/Short Term Leave and Disability Plan..... 17**
- a) Sick Leave Benefit Plan..... 17**
- b) Sick Leave Days..... 17**
- c) Short-Term Leave and Disability Plan (STLDP) ..... 17**
- d) Eligibility and Allocation..... 18**
- e) Short-Term Leave and Disability Plan Top-up ..... 19**
- f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment ..... 19**
- g) Administration..... 19**
- h) Pension Contributions While on Short Term Disability ..... 20**
- C13.00 MINISTRY INITIATIVES .....20**
- C14.00 PROVINCIAL FEDERATION RELEASE DAYS .....21**
- APPENDIX A – RETIREMENT GRATUITIES .....22**
- A. Sick Leave Credit-Based Retirement Gratuities (where applicable) ..... 22**
- B. Other Retirement Gratuities..... 22**
- APPENDIX B – ABILITIES FORM .....23**
- LETTER OF AGREEMENT #1.....25**
- RE: Sick Leave..... 25**
- LETTER OF AGREEMENT #2.....26**
- RE: Job Security..... 26**

<b>LETTER OF AGREEMENT #3</b> .....	<b>28</b>
<b>RE: Provincial Working Group - Health and Safety</b> .....	<b>28</b>
<b>LETTER OF AGREEMENT #4</b> .....	<b>29</b>
<b>RE: Scheduled Unpaid Leave Plan</b> .....	<b>29</b>
<b>LETTER OF AGREEMENT #5</b> .....	<b>31</b>
<b>RE: Status Quo Central Items</b> .....	<b>31</b>
<b>LETTER OF AGREEMENT #6</b> .....	<b>32</b>
<b>Re: Additional Professional Activity (PA) Day</b> .....	<b>32</b>
<b>LETTER OF AGREEMENT #7</b> .....	<b>33</b>
<b>RE: Children’s Mental Health, Special Needs and Other Initiatives</b> .....	<b>33</b>
<b>LETTER OF AGREEMENT #8</b> .....	<b>34</b>
<b>RE: Online Reporting Tool for Violent Incidents</b> .....	<b>34</b>
<b>LETTER OF AGREEMENT #9</b> .....	<b>35</b>
<b>RE: Half Day of Violence Prevention Training</b> .....	<b>35</b>
<b>LETTER OF AGREEMENT #10</b> .....	<b>36</b>
<b>RE: Employee Life and Health Trust (ELHT) Committee</b> .....	<b>36</b>
<b>THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY</b> .....	<b>37</b>
<b>LETTER OF AGREEMENT #2</b> .....	<b>37</b>
<b>RE: Benefits</b> .....	<b>37</b>
<b>THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY</b> .....	<b>45</b>
<b>LETTER OF AGREEMENT #9</b> .....	<b>45</b>
<b>RE: Status Quo Central Items as Modified by this Agreement</b> .....	<b>45</b>
<b>PART B: LOCAL TERMS</b> .....	<b>49</b>
<b>L1.0 - PURPOSE AND SCOPE</b> .....	<b>50</b>
<b>L2.0 - RECOGNITION</b> .....	<b>50</b>
<b>L3.0 - UNION MEMBERSHIP</b> .....	<b>50</b>
<b>L4.0 - UNION DUES AND ASSESSMENTS</b> .....	<b>50</b>
<b>L5.0 - UNION RIGHTS</b> .....	<b>51</b>
<b>L6.0 - COLLECTIVE AGREEMENT</b> .....	<b>52</b>
<b>L7.0 MANAGEMENT RIGHTS</b> .....	<b>52</b>
<b>L8.0 - JUST CAUSE</b> .....	<b>52</b>
<b>L9.0 NO DISCRIMINATION</b> .....	<b>53</b>

<b>L10.0 – ACCESS TO MEMBER’S EMPLOYEE FILE .....</b>	<b>54</b>
<b>L11.0 - STRIKE OR LOCK-OUT .....</b>	<b>54</b>
<b>L12.0 - GRIEVANCE PROCEDURE .....</b>	<b>54</b>
Informal Procedure .....	55
Formal Procedure .....	55
Grievance Mediation.....	56
Group Grievance .....	56
Union Policy Grievance .....	56
Board Policy Grievance.....	57
Arbitration.....	57
General.....	58
<b>L13.0 - BEREAVEMENT LEAVE .....</b>	<b>59</b>
<b>L14.0 - MISCELLANEOUS LEAVE .....</b>	<b>60</b>
<b>L16.0 - UNION LEAVE.....</b>	<b>61</b>
<b>L17.0 PARENTAL LEAVE .....</b>	<b>62</b>
<b>L18.0 - STATUTORY PREGNANCY LEAVE.....</b>	<b>62</b>
<b>L19.0 STATUTORY PARENTAL LEAVE.....</b>	<b>64</b>
<b>L20.00 BOARD EXTENDED PARENTAL LEAVE.....</b>	<b>65</b>
<b>L21.0 - WSIB/LTD ABSENCES.....</b>	<b>66</b>
<b>L22.0 - WSIB SUPPLEMENT .....</b>	<b>66</b>
<b>L23.0 SICK LEAVE.....</b>	<b>66</b>
<b>L24.0 - REQUIRED QUALIFICATIONS.....</b>	<b>67</b>
<b>L25.0 - REQUESTS FOR TRANSFER .....</b>	<b>67</b>
Administrative Transfers .....	67
Requests for Lateral Transfers .....	68
<b>L26.0 JOB POSTING .....</b>	<b>68</b>
<b>L27.0 - HOURS OF WORK.....</b>	<b>69</b>
<b>L28.0 - RECOGNIZED PAID HOLIDAYS.....</b>	<b>70</b>
<b>L29.0 - PAID VACATIONS .....</b>	<b>71</b>
<b>L30.0 - PROBATIONARY PERIOD .....</b>	<b>71</b>
<b>L31.0 - JOB SECURITY .....</b>	<b>71</b>
Contracting Out .....	71
Volunteers.....	71

Tutors.....	71
L32.0 - PENSION PLAN.....	71
L33.0 - INSURED EMPLOYEE BENEFITS .....	71
L34.0 - EMPLOYEES ON MEDICAL LEAVES OF ABSENCE .....	72
L35.0 - PAY SCHEDULE.....	72
L36.0 - SENIORITY .....	72
L37.0 - LAY-OFF AND RECALL .....	74
L38.0 - SUMMER SCHOOL ESL CLASSES .....	76
L39.0 – OCCUPATIONAL HEALTH AND SAFETY.....	76
L40.0 - CANCELLATION OF SCHOOL AND BOARD ADMINISTRATIVE OPERATIONS .....	77
L41.0 – DEFINITIONS .....	77
L42.0 - JOB PERFORMANCE APPRAISAL .....	77
L43.0 - POSITION SHARING.....	78
L44.0 – LABOUR RELATIONS COMMITTEE .....	79
L45.0 - JOB DUTIES .....	79
L46.0 - DURATION .....	79
L47.0 – AMENDMENTS .....	80
SIGNATURE PAGE.....	81
SCHEDULE "A" – SALARY .....	82
SCHEDULE "B" – CASUAL MEMBERS .....	83
Temporary / Casual Service List.....	84
APPENDIX "A".....	85
SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT (SEB) PLAN EFFECTIVE SEPTEMBER 1, 2007 .....	85
LETTER OF AGREEMENT #1.....	86
RE: Ontario Works Program.....	86
LETTER OF AGREEMENT #2.....	86
Re: Preparation Time .....	86
LETTER OF AGREEMENT #3.....	86
Re: Learning Model .....	86
LETTER OF AGREEMENT #4.....	87
Re: Retiree Benefits.....	87

**LETTER OF UNDERSTANDING #5 .....88**  
**Re: Soliciting Letter of Interest ..... 88**

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

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

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

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

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

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

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

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

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

## **C3.00 DEFINITIONS**

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.



C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:

ACÉPO refers to the Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.

AFOCSC refers to the Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.

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

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

C3.3 “Employee” shall be defined as per the *Employment Standards Act*.

C3.4 “Casual Employee” means,

- i. a casual employee within the meaning of the local collective agreement,
- ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work

C3.5 “Term Assignment” means, in relation to an employee,

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

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

C4.1 The CTA/CAE and OSSTF/FEESO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA/CAE. The parties agree that the Crown may attend meetings.

C4.6 OSSTF/FEESO and CTA/CAE representatives will each select one co-chair.

C4.7 Additional representatives may attend as required by each party.

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

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

### **C5.1 Definitions**

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

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

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the central parties.
- iii. The central parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - c. To withdraw a grievance.

- d. To mutually agree to refer a grievance to the local grievance procedure.
- e. To mutually agree to voluntary mediation.
- f. To refer a grievance to final and binding arbitration at any time.
- iv. The Crown shall have the following rights:
  - a. To give or withhold approval to any proposed settlement between the central parties.
  - b. To participate in voluntary mediation.
  - c. To intervene in any matter referred to arbitration.
- v. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- vi. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- vii. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

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

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

### **C5.4 Grievance Shall Include:**

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

### **C5.5 Referral to the Committee**

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

#### **C5.6 Voluntary Mediation**

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

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

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

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

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

- fills a continuing full-time position with the employer;
- regularly works the employer's normal full-time work-week, defined as no less than thirty-two

- (32) hours per week; and
- regularly work at least ten (10) months of the year (including paid vacation).

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

**C7.00 SPECIALIZED JOB CLASSES**

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

**C8.00 WORK YEAR**

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

**C9.00 STAFFING COMMUNICATION**

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

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

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

**C10.00 BENEFITS**

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

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

**C10.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

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

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

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

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

## **C10.3 Funding**

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

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

staffing schedule by Employee/Bargaining group for the school year ending August 31, 2022.

- b) The funding amount prior to September 1, 2019 was \$5489/FTE. This funding amounts shall be increased by:
- September 1, 2019: 1%
  - September 1, 2020: 1%
  - September 1, 2021: 1%

Funding shall be made retroactive to September 1, 2019.

- c) Funding changes described in a) and b) are contingent on the OSSTF ELHT agreeing that any plan enhancements (including but not limited to any reductions to premium share or premium holidays) to the OSSTF/FEESO-EW benefit plan shall be temporary for the term of the collective agreement and consistent with the following parameters:
- i. The Claims Fluctuation Reserve shall not decrease below 25% of total OSSTF/FEESO-EW benefit plan costs for the prior year and,
  - ii. the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Family Medical Leave or Critical Illness leave granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the



Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

## **C12.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

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

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

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

Subject to paragraphs C12.1 d) i-vi below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who

are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

**d) Eligibility and Allocation**

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

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

**g) Administration**

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the employee shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such

information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

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

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

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

### **C13.00 MINISTRY INITIATIVES**

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

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

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF/FEESO education workers, subject to program and operational needs, shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF/FEESO education workers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

## APPENDIX A – RETIREMENT GRATUITIES

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

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

### B. Other Retirement Gratuities

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







**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

## **LETTER OF AGREEMENT #2**

### **BETWEEN**

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

### **AND**

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

**RE: Job Security**

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

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**BETWEEN**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

**The Council of Trustees' Associations/  
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(hereinafter called 'CTA/CAE')**

**AND**

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

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

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



**LETTER OF AGREEMENT #7**

**BETWEEN**

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

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

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

**AND**

**The Crown/Couronne**

**RE: Online Reporting Tool for Violent Incidents**

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

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

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

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**The Ontario Secondary School Teachers' Federation/  
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(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown**

**RE: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

**The Council of Trustees' Associations/  
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**The Ontario Secondary School Teachers' Federation/  
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**AND**

**The Crown**

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

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

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

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

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Benefits**

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

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

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

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

**1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

a) Provide education workers access to the same plan as that of the teacher's plan.

b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

## **2.0.0 ELIGIBILITY and COVERAGE**

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

## **3.0.0 FUNDING**

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

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

effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

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

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

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



- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,
  - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit. If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31<sup>st</sup> 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:
  - iii. names;
  - iv. benefit classes;
  - v. plan or billing division;
  - vi. location;
  - vii. identifier;
  - viii. date of hire;
  - ix. date of birth;
  - x. gender;
  - xi. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

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

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

**1. Pregnancy Leave Benefits**

Definitions

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

### Common Central Provisions

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

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I).

The full article should then reside in Part B of the collective agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# **O.S.S.T.F DISTRICT 21**

## **ESL INSTRUCTORS**

### **Part B: Local Terms**

## **PART B - LOCAL TABLE**

### **L1.0 - PURPOSE AND SCOPE**

- L1.01 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the Board herein after called the parties.
- L1.02 It is the expressed desire of the parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.

### **L2.0 - RECOGNITION**

- L2.01 The Hamilton-Wentworth District School Board recognizes The Ontario Secondary School Teachers' Federation (O.S.S.T.F.), herein after called the Union, as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of the Instructor's unit of the Ontario Secondary School Teachers' Federation, herein after called the Bargaining Unit, comprised of all English as a Second Language Instructors, employed by the Hamilton- Wentworth District School Board, save and except for supervisors and persons above the rank of supervisor.
- L2.02 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purpose of this Agreement.
- L2.03 The Board recognizes the right of The Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.04 The Union recognizes the right of the Board to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

### **L3.0 - UNION MEMBERSHIP**

- L3.01 Any employee covered by this Agreement shall become Members of the Union and be required to pay Union dues and other amounts chargeable by the Union or Bargaining Unit.
- L3.02 All future employees of the Board covered by this Agreement shall, as a condition of employment, become Members of the Union on commencing employment with the Board.

### **L4.0 - UNION DUES AND ASSESSMENTS**

- L4.01 On each pay date on which a Member receives a pay cheque, the Board shall deduct from each Member the Union Dues chargeable by the Union or the Bargaining Unit. The amount shall be determined by the Union, or the Bargaining Unit as the case may be, in accordance with its constitution and by-laws and made in writing to the Board at least thirty (30) days prior to the expected date of change.

L4.02 The Union Dues deducted in Article L4.01 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union, no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each Member:

- (a) Surname and first name
- (b) Social Insurance Number
- (c) Amount of Union Dues deducted
- (d) Amount of wages or salary on which Union Dues were deducted
- (e) The period of work for which dues are submitted

L4.03 The Bargaining Unit dues deducted in Article L4.01 shall be remitted to the Bargaining Unit Treasurer at the office of the Bargaining Unit no later than the fifteenth (15th) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the same information as in Article L4.02 (a) to (e).

L4.04 The Union and the Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Bargaining Unit as the case may be.

#### **L5.0 - UNION RIGHTS**

L5.01 The Union shall notify the Board, in writing, of the following:

- a) Names of its representatives in the Bargaining Unit on the Executive;
- b) Collective Bargaining Committee;
- c) Grievance Officer.

L5.02 The Board shall advise the President of the Bargaining Unit, of each new Member's name, work location and contact information within fifteen (15) working days of start date of employment of the new Member.

By October 1 and February 1 of each year, the Board shall provide a staff list, including FTE, work site and list of Members on leave.

L5.03 The Board shall notify the President of the Bargaining Unit, in writing within five (5) working days, when a Member covered by this Agreement is promoted, demoted, transferred, will be laid off, is recalled, is put on review, and has a scheduled meeting that is disciplinary, or whose employment is terminated for any reason.

L5.04 The Board shall advise all new Members that a Collective Agreement is in effect and provide the new Member with the name and business phone number of the President of the Bargaining Unit within 5 working days of hire.

L5.05 The Union agrees not to engage in Union activities during normal working hours, except for normal break periods. The Union further agrees not to hold Union meetings on the premises of the Board without prior permission of the Manager Labour Relations or designate unless otherwise provided in this Agreement.

- L5.06 The Union may use the inter-office mail service and electronic mail for the purpose of communicating with its Members. If the Board believes the use of the services is being misused, the Manager Labour Relations or designate shall so notify the President of the Bargaining Unit.
- L5.07 Official correspondence between the Board and the Union or the Bargaining Unit shall be sent to the Manager Labour Relations and President of the Bargaining Unit respectively.
- L5.08 The Board and the Union agree that a Union representative shall have access to any Member for a brief exchange of information any time during the working day. Only on matters of the utmost importance would a Member be called from a meeting or be away from the Member's work station without following the procedures outlined in Article L5.05. If either party, the Board or the Union, believes this Article is being misused the President of the Bargaining Unit and the Manager Labour Relations shall meet to discuss the concern.
- L5.09 The Union may post notices relating to matters of interest to the Union and its Members on appropriate bulletin boards in locations where Members work.
- L5.10 Human Resources shall respond to employees within a timely manner as per the Boards communication protocol when contacted for any issues by the Member.

## **L6.0 - COLLECTIVE AGREEMENT**

- L6.01 The Board shall post the current copy of the Collective Agreement on the Board's internal intranet site. Each new employee will be informed of the location and the accessibility of the Collective Agreement between the parties within 5 working days.

## **L7.0 MANAGEMENT RIGHTS**

- L7.01 Both parties to this Agreement recognize that, subject to the qualifications and limitations contained in this Collective Agreement, it is the sole right of the Board to manage its affairs in a fair and reasonable manner and not inconsistent with the prevailing statutes and regulations governing employment in the Province of Ontario and the Ontario Education Act.
- L7.02 The Board agrees that it will not exercise any of its rights or alter any rules or regulations for the purpose of restricting or limiting the rights of its Instructors as granted in this Agreement.
- L7.03 The Board agrees that any proposed changes in the policies of the Board, shall be communicated to the President of the Bargaining Unit. After such communication, if the President wishes to enter into discussion on the subject, the Board shall receive written input, within ten (10) days, before reaching a final decision resulting in any change.

## **L8.0 - JUST CAUSE**

- L8.01 No Member shall be demoted, disciplined or discharged without just cause.

L8.02 The Board shall not discipline, without just cause, a Member by means of:

- (a) a written reprimand;
- (b) demotion;
- (c) suspension with or without pay;
- (d) termination of employment.

L8.03 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed on the Member's employee file. Unless such notation is made in writing to the Member, the Board shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days of the discovery of the occurrence giving rise to the action at a meeting with the Supervisor, the member and a Bargaining Unit representative. Any written reply by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file.

L8.04 A Member is entitled, prior to the imposition of progressive discipline, to be notified at a meeting with Board representatives the reasons for considering such action. The Board shall inform the Member and the President of the Bargaining Unit, prior to the day of the meeting, of the Member's right to have the President of the Bargaining Unit or Chief Negotiator present at such meeting and also the time and place of such meeting.

L8.05 (a) For all meetings related to this Article which are held during normal working hours, the Member, subject to Article L8.05 (b), and the Bargaining Unit President, who is not on a leave of absence, or designate shall each be paid for time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.

(b) A Member who has been suspended without pay or discharged for just cause, shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a Grievance.

L8.06 Upon the request of a Member, any derogatory notations, disciplinary actions, written warnings or other such similar documents that have been placed in a Member's personnel file shall be removed after eighteen (18) months from the time the documents were first put in the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period. Disciplinary material received by a Member with respect to serious physical or psychological harm to students or other employees of the Board shall remain on the Member's file.

## **L9.0 NO DISCRIMINATION**

L9.01 (a) The parties agree that in accordance with the Ontario Human Rights Code there shall be no discrimination against any Member because of race, creed, colour, age, sex, marital status, family status, religion, nationality, ancestry, ethnic origin, place of origin, record of offences, disability, gender identity, gender expression, or sexual orientation.

(b) The Board will not discriminate against any Member because of place of residence.

- L9.02 The Board shall not discriminate against, interfere with, restrict or coerce any Member because of the Member's membership in the Union.
- L9.03 The Board and the Union agree that harassment is unacceptable behaviour and it is the responsibility of all parties to promote and maintain a harassment-free workplace.

#### **L10.0 – ACCESS TO MEMBER'S EMPLOYEE FILE**

- L10.01 The only recognized employee file retained by the Board will be located in the Human Resource Services department.
- L10.02 A Member shall have access to examine the Member's employee file upon prior arrangement with the Human Resource Services department. Upon request, a Member shall be provided with a copy of material contained in such file.
- L10.03 A Member may request that the Bargaining Unit President or designate accompany the Member to review the employee file.
- L10.04 A Member shall have the right to contest in writing the accuracy of such information contained in the Member's employee file, and have the same recorded in the Member's file. If there is an error in the information, the Board shall notify all parties concerned in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.
- L10.05 Each employee, either active or on leave, shall keep the Human Resource Service department informed, in writing, of their current address and telephone number.

#### **L11.0 - STRIKE OR LOCK-OUT**

- L11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of Grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lock-out of the Members in this Bargaining Unit. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act and its Regulations.
- L11.02 When other Board employees are on strike or lock-out, a Member shall carry on the regular duties to the best of the Member's ability, without assuming any functions or responsibilities that are normally discharged by the Board employees that are on strike or lock-out.

#### **L12.0 - GRIEVANCE PROCEDURE**

- L12.01 For the purpose of this Article, the definition of "working day" shall be the normal days worked by a Member exclusive of Saturdays, Sundays, Recognized Paid Holidays. Days during the months of July and August shall not count as work days.
- L12.02 The term "Grievance" shall mean any difference arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement.

L12.03 A written Grievance shall contain;

- (a) Identification of the part or parts of this Agreement allegedly violated.
- (b) A description of when the alleged violation took place.
- (c) A description of how the alleged dispute is in violation of the Agreement.
- (d) A statement of the facts to support such Grievance.
- (e) The relief sought.
- (f) In the case of an Individual Grievance, the signature of the grieved Member and the President of the Bargaining Unit or designate.
- (g) The signature of the President of the Bargaining Unit or designate in the case of a Group Grievance or Union Policy Grievance and the signature of the Superintendent of Human Resource Services or designate in the case of a Board Policy Grievance.

### **Informal Procedure**

L12.04 The Board and the Union agree that it is desirable that any complaint should be addressed as quickly as possible. Members and their Union Representative shall discuss the complaint with the Principal, Continuing Education within ten (10) working days from the date of the occurrence which led to the complaint with a view to the parties reaching a settlement of the complaint. The Principal, Continuing Education shall answer the complaint within ten (10) working days after first discussing the complaint with the Member(s).

### **Formal Procedure**

L12.05 If informal attempts to resolve the complaint have failed, the following procedure shall apply:

#### **Step 1**

L12.06 The Union may, with written concurrence of the Member concerned, make written Grievance to the Manager Labour Relations, provided the Grievance is submitted within ten (10) working days of the response of the immediate Supervisor as indicated in Article L12.04 or within fifteen (15) working days of the date of the occurrence which lead to the complaint if the informal process was not implemented by the Member.

- L12.07
- (a) The Manager Labour Relations or designate shall inform the President of the Bargaining Unit of the name of the designated official to hear the Grievance. Such designated official shall meet with the Union, within ten (10) working days of the Grievance being received by the Manager, Labour Relations to discuss the Grievance.
  - (b) The designated official shall answer the Grievance, in writing, to the President of the Bargaining Unit within five (5) working days after the meeting.

#### **Step 2**

L12.08 Failing satisfactory settlement at Step 1, the Union may submit the Grievance to the Superintendent of Human Resource Services or designate within five (5) working days after receipt of the reply from the designated official.

- L12.09 (a) The Superintendent of Human Resource Services or designate shall meet with the Union within five (5) working days of receipt of the Grievance to discuss the Grievance.
- (b) The Superintendent of Human Resource Services or designate shall provide a written response to the Grievance to the President of the Bargaining Unit within five (5) working days of the meeting.

### **Step 3**

L12.10 Failing satisfactory settlement at Step 2, the Union may refer the Grievance to arbitration within ten (10) working days of receipt of the response of the Superintendent of Human Resource Services or designate.

L12.11 A person who responds to a Member in the informal process shall not be the designated person as provided in Step 1 or Step 2 of the above procedure.

### **Grievance Mediation**

- L12.12 (a) At any stage in the Grievance procedure, the parties by mutual consent in writing may elect to resolve the Grievance by using Grievance Mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.
- (b) The timelines 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 that the Grievance Mediation is terminated, the timelines in the Grievance procedure shall continue from the point at which they are frozen.

### **Group Grievance**

- L12.13 A Group Grievance shall be a Grievance arising out of the same or similar set of circumstances or the same Board decision which effects more than one Member.
- L12.14 A Group Grievance shall be filed at Step 1 by the Union to the Manager Labour Relations within fifteen (15) working days of the Bargaining Unit Executive becoming aware of the occurrence giving rise to the Grievance.

### **Union Policy Grievance**

- L12.15 A Union Policy Grievance shall be filed with the Manager Labour Relations within fifteen (15) working days of the Bargaining Unit Executive becoming aware of the circumstances which gave rise to the Policy Grievance.
- L12.16 The Superintendent of Human Resource Services or designate shall meet with the Union to discuss the Policy Grievance within five (5) working days of receipt of the Grievance by the Manager Labour Relations.
- L12.17 The Superintendent of Human Resource Services or designate shall provide a written response to the Grievance to the President of the Bargaining Unit within five (5) working days of the meeting.
- L12.18 If the response of the Superintendent of Human Resource Services or designate is not satisfactory, the Union may refer the Grievance to arbitration within fifteen (15) working days of receipt of the response of the Superintendent of Human Resource Services or designate.



## **Board Policy Grievance**

- L12.19 A Board Grievance shall be filed with the President of the Bargaining Unit or designate within fifteen (15) working days of the Board becoming aware of the circumstances which gave rise to the Grievance.
- L12.20 The President of the Bargaining Unit or designate shall meet with the Board to discuss the Policy Grievance within five (5) working days of receipt of the Grievance by the President of the Bargaining Unit or designate.
- L12.21 The President of the Bargaining Unit or designate shall provide a written response to the Grievance to the Superintendent of Human Resource Services within five (5) working days of the meeting.
- L12.22 If the response of the President of the Bargaining Unit or designate is not satisfactory, the Board may refer the Grievance to arbitration within fifteen (15) working days of receipt of the response of the President of the Bargaining Unit or designate.

## **Arbitration**

- L12.23 Where a Grievance is to be referred to arbitration, Articles L12.24 to L12.32 shall apply.
- L12.24 The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The Grievance shall be submitted to a mutually agreed upon single Arbitrator. The party desiring arbitration shall indicate the name of a sole Arbitrator. The recipient of the notice shall, within ten (10) days, inform the other party in writing that it accepts the other party's appointee as a single Arbitrator or provide three (3) alternate names. Should the Parties fail to agree upon an Arbitrator within twenty (20) days of receipt of the three alternate names, the appointment shall be made by the Labour Relations Board upon the request of either party.
- L12.25 The single Arbitrator shall not be authorized to add, delete, modify or otherwise amend the provisions of this Agreement, nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to it by the notice to arbitration as per Article L12.22. It is understood and agreed that in adjudicating a discharge or discipline Grievance, the arbitrator may substitute such other penalty for the discharge or discipline as the arbitrator deems just and reasonable.
- L12.26 The fees for a single Arbitrator, shall be shared equally by the parties.
- L12.27 The Arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- L12.28 The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement unless otherwise provided by this Agreement.
- L12.29 The parties and the Arbitrator shall have access to the Board's premises to view working conditions, machinery or operations which may be relevant to the resolution of a Grievance.
- L12.30 The Arbitrator shall have the powers to act in accordance with the Ontario Labour Relations Act with respect to;
- (a) whether or not a matter is subject to arbitration,

- (b) whether or not there are reasonable grounds for the extension of timelines under this Article and that the opposite party will not be substantially prejudiced by the extension,
- (c) the modification of a penalty for discharge or discipline.

L12.31 No person shall be appointed as an Arbitrator or Member of a Board of Arbitration who has been involved in the negotiation of this Collective Agreement or in attempts to settle the Grievance.

L12.32 Either party may seek expedited arbitration in accordance with the *Ontario Labour Relations Act* by notifying the other party, in writing, of such action.

### **General**

L12.31 (a) A Member whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Member had been at work and such attendance shall be without loss of benefits, sick leave, seniority or any other rights and benefits that might otherwise accrue to the Member. The Member shall not be paid for any day that does not fall within the Member's regular work period.

(b) A Member who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a Grievance.

(c) Exclusive of the Grievor and the Bargaining Unit President, who is not on a leave of absence, or designate, the maximum number of Members to be paid by the Board under Article L12.31 (a) for attendance at any one meeting under this Article is three (3).

L12.32 There shall be no discrimination against a Member because of the Member's participation in the Grievance and Arbitration Procedure.

L12.33 All Grievances inclusive of Individual Grievances, Bargaining Unit Policy or Group Grievances, or Board Grievances shall follow the same internal resolution process as outlined above.

L12.34 Time lines shall be observed by both parties except when an extension or limitation is mutually agreed upon in writing.

L12.35 The Union may process or continue to process a Grievance through the Grievance/Arbitration Procedure on behalf of a deceased Member's estate if the substance of the Grievance is directly related to the Collective Agreement that was in place at the time of death, as the case may be, of the Member. The timelines for filing a Grievance as described in this Article apply to any Grievance filed under this Article.

L12.36 The Union may process or continue to process a Grievance through the Grievance/Arbitration Procedure on behalf of a Member who is confined to jail or in the hospital or is similarly incapacitated.

L12.37 Permission for the Grievor and Union representative to leave their work without loss of salary to take part in the processing of a Grievance through the Grievance/arbitration procedure shall be granted by the Board under the following circumstances;

- (a) All time shall be devoted to the prompt handling of the Grievance;

- (b) The Union representative and Grievor concerned shall obtain the permission of the appropriate immediate Supervisor(s) before leaving their work. Such permission shall not be unreasonably withheld. In the absence of the immediate Supervisor, the Union representative and the Grievor shall notify the office of the appropriate Superintendent that the representative and Grievor will be away from their work location.
- (c) Should the nature of a Grievance require a Union representative to visit the work area of an aggrieved Member, the Union representative and the Board shall establish a mutually satisfactory time for the visit.
- (d) In the event the immediate Supervisor believes that time off work under this Article is being abused, the Supervisor shall refer the matter to the Board and it may be taken up as a Board Grievance.

L12.38 There shall be no reprisals of any kind taken against any Member because of participation in the Grievance or arbitration procedure under this agreement.

### **L13.0 - BEREAVEMENT LEAVE**

L13.01 Bereavement Leave shall be granted to a Member in accordance with the following article.

L13.02 For absence occasioned by the death of a partner, child, parent, and sibling of the Member or the Member's partner, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding four (4) consecutive working days. Notwithstanding Article L13.05, if the day of service is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of service. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services or designate where extended travel is required.

L13.03 For absence occasioned by the death of other relatives of the Member or the Member's partner's immediate family, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding three (3) consecutive working days. Notwithstanding Article L13.05, if the day of service is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of service. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services where extended travel is required.

L13.04 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding one (1) day for the purpose of attending the service.

L13.05 The bereavement leave shall begin within seven (7) calendar days following the day of death.

## **L14.0 - MISCELLANEOUS LEAVE**

L14.01 The Board shall grant a leave of absence to a Member in the following circumstances:

- (i) up to one (1) day when the Member is scheduled to write, during working hours, an academic, trade or professional examination;
- (ii) one (1) day when the Member attends the Member's post-secondary graduation;
- (iii) up to one (1) day when the Member attends the graduation of the Member's partner's, child or step-child;
- (iv) to celebrate a recognized religious holiday.

L14.02 All leaves of absence granted under Article L14.01 shall not be deducted from the Member's sick leave. The Member shall endeavour to provide the Board with ten (10) working days notice whenever possible

L14.03 The Superintendent of Human Resource Services or designate, may grant a leave of absence for reasons other than illness up to a maximum of three (3) working days in each calendar year without deduction of salary or sick leave.

L14.04 The Board shall notify the employee within ten (10) working days of receiving a written request as to whether the miscellaneous leave is granted.

L14.05 Such leave as indicated above shall be limited to five (5) days per year.

## **L15.0 — PERSONAL LEAVE OF ABSENCE**

L15.01 (a) A personal leave of absence may be granted to a Member, upon approval of the Human Resource Staffing Officer or designate.

(b) The Member shall be advised in writing, within ten (10) working days of receiving the written request for a leave, of the recommendation.

L15.02 A Member desirous of a personal leave of absence of more than four (4) weeks, shall give the Board at least four (4) weeks written notice.

L15.03 A leave of absence granted under this Article shall be without salary/wages.

L15.04 Before commencing a leave of absence, a Member may continue their employee benefit coverage under Article L33.0 in accordance with the Employee Life Health Trust, in accordance with Central benefits.

L15.05 The period of a leave granted under this Article shall not be greater than one (1) year. This leave will not be granted for an employee to secure employment elsewhere.

L15.06 An extension of one (1) year may be granted to the Member with the approval of Human Resource Staffing Officer or designate upon written request of the Member received by the Human Resource Staffing Officer or designate not less than four (4) weeks prior to the end of the original leave. Such approval shall not be unreasonably withheld.

L15.07 Subject to Article L37.0 Layoff and Recall, at the end of the period of the leave of absence or its extension, the Member shall return to the same position held by the Member immediately prior to the commencement of the leave of absence, if it still exists, or to a comparable position, if it does not. If the Member has applied and been appointed to another position with the Board during the period of the leave of absence, the Member shall return to work in that position.

## **L16.0 - UNION LEAVE**

L16.01 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this article. The Union will give notice to the Board as soon as the leave date is known.

L16.02 (a) Union Leave shall be granted to representatives of the Union for the purpose of carrying out Union business to a maximum of twenty-five (25) days per school year.

(b) The maximum number of representatives to be granted such leave shall be four (4) at any one time, for other than negotiations purposes. If the leave involves more than two (2) employees from the same work location, prior approval shall be obtained from the Principal of Continuing Education.

(c) The Board shall grant a leave of absence, if requested, to a maximum of thirty (30) days per school year for the Member(s) who are elected President of the Bargaining Unit. The Bargaining Unit shall reimburse the Board an amount equal to the salary/wages that would otherwise be paid by the Board for a Member granted a leave who is President of the Bargaining Unit.

Effective September 1, 2015, the Bargaining Unit shall reimburse the Board an amount equal to eighty-five percent (85%) of the salary/wages that would otherwise be paid by the Board for a Member granted a leave who is elected Bargaining Unit President.

L16.03 In addition to the leave granted in Article L16.02 (a), four (4) representatives of the bargaining unit's Collective Bargaining Committee shall be granted a leave of absence to attend negotiation meetings with the Board. Such Members shall be treated as though they were at work.

L16.04 Leaves of absence granted under Article L16.02 (a), and (b) shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member providing the Union reimburses the Board for the salary/wages and benefits of any Member granted a leave of absence. The Union will reimburse the Board twice annually:

- i) by February 28 for Union Leave expenses incurred from September 1 to January 30
- ii) by July 30 for Union Leave expenses incurred from February 1 to June 30

L16.05 Leave of absence shall be granted by the Board to Union Representatives on Board committees which meet during the work day of the employee. Such leave shall be in addition to the leaves granted in Article L16.02 (a) and L16.03.

## **L17.0 PARENTAL LEAVE**

L17.01 For absence occasioned by the birth or adoption of a child, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Member's Sick Leave.

## **L18.0 - STATUTORY PREGNANCY LEAVE**

L18.01 Upon application in writing, a Member who is pregnant and who is employed by the Board immediately preceding the estimated date of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.

L18.02 The Board shall not terminate the employment of or lay-off any Member under this Article, subject to Article 37 – Lay-off and Recall.

L18.03 (a) A Member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

(b) The Member shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

L18.04 (a) A Member who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The Member will not be required to use pregnancy leave unless the Member so elects.

(b) In the case of a Member who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the Member expected to give birth, Article L18.03 will not apply. The procedure will be as indicated in Article L18.05 which follows.

L18.05 Within two (2) weeks of stopping work a Member described in Article L18.04 (b), above must give the Board:

(a) written notice of the date the pregnancy leave began or is to begin; and

(b) a certificate from a legally qualified medical practitioner stating that:

- i. in the case of a Member who elects to stop working because of complications caused by the pregnancy states the Member is unable to perform the Member's duties because of complications caused by the pregnancy and states the expected birth date, or
- ii. in any other case, states the date of birth, still-birth or miscarriage and the date the Member was expected to give birth.

L18.06 The pregnancy leave ends:

- a) the later of twelve (12) weeks after birth;
- b) still-birth or miscarriage;
- c) seventeen (17) weeks after the leave began;
- d) or at an earlier date if the Member gives the Board at least four (4) weeks written notice of the date.

L18.07 A Member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not. Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this Article shall be without loss of seniority or benefits.

L18.08

- (a) A Member granted a statutory pregnancy leave of absence on and after date of ratification of this Agreement shall be compensated by the Board under an EI approved Supplementary Employment Benefit (SEB) Plan provided the Member:
  - i. is eligible for pregnancy leave benefits under EI
  - ii. makes a claim to the Board on a form to be provided indicating the weekly amount payable by EI.
- (b) The Board will provide a weekly benefit payable for waiting period at a weekly rate equal to 100% of the Instructor's normal weekly earnings providing the Instructor is eligible for pregnancy leave benefits under E.I. and makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
- (c) The Board will provide a top-up to 100% of the Instructor's normal salary for up to six (6) weeks of pregnancy leave immediately following (1) above and additional supplement to be the equivalent of 100% of one week of the Member's salary. No Instructor will receive more than 100% of their earnings in any given week
- (d) An employee who is eligible for EI benefits may only use the provisions of (b) and (c) above. Only an employee who is not eligible for EI benefits and who provides approved medical documentation for the need may use sick leave. An employee may only access the number of sick days available to her under the Board's sick leave plan.
- (e) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10-month employment). This plan shall be subject to approval of EI.
- (f) The total amount paid by the Board shall not exceed what the Member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

## **L19.0 STATUTORY PARENTAL LEAVE**

L19.01 For the purpose of this Article parents shall be defined as one of the following;

- (a) natural parent
- (b) adoptive parent
- (c) any person in a relationship of some permanence with the parent of the child.

L19.02 Upon application in writing, a Member who is a parent of a child is entitled to a leave of absence without pay following;

- (a) the birth of the child; or
- (b) the coming of the child into custody, care and control of a parent for the first time.

L19.03 The Board shall not terminate the employment of or lay-off any Member under this Article, subject to Article 37 – Lay-off and Recall.

L19.04 The Parental Leave of a Member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

L19.05 For persons not covered under Article L19.04 parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody and control of a parent for the first time.

L19.06 The Member must give the Board at least two (2) weeks written notice of the date the leave is to begin.

L19.07 If a Member wishes to change the date when a Parental Leave is scheduled to begin the Member must give written notice;

- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
- (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated

L19.08 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

L19.09 The Parental Leave ends:

- (a) sixty-one (61) weeks after it begins if the employee also took a pregnancy leave, or sixty-three (63) weeks after it begins if they did not take a pregnancy leave; or
- (b) at an earlier date if the Member gives the Board at least four (4) weeks written notice before the earlier date;  
or  
to a later date if the Member gives the Board at least four (4) weeks written notice before the date the leave was to end.



L19.10 A Member who intends to resume employment on the expiration of a statutory Parental Leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not.

Reinstatement from Parental Leave under this Article shall be without loss of seniority or benefits. Seniority continues to accrue during Parental Leave.

L19.11 Effective September 1, 2007

- (a) A Member granted statutory Parental Leave on and after the ratification of this agreement shall be compensated by the Board under an EI approved Supplementary Employment Benefit (SEB) Plan, as outlined below, provided the Member:
  - i. has not already received payment during pregnancy leave
  - ii. is eligible for parental leave benefits under EI
  - iii. makes a claim to the Board on a form to be provided indicating the weekly amount payable by EI.
- (b) The Board will provide a weekly benefit payable for the waiting period at a weekly rate equal to 100% of the Member's normal weekly earnings providing the Member complies with (a) above.
- (c) No supplementary benefit will be paid under this Plan for any week in the waiting period which falls out the Member's normal employment period (July and August if ten (10) month employment). This Plan shall be subject to approval of EI and shall be contained as Appendix A of this Agreement

## **L20.00 BOARD EXTENDED PARENTAL LEAVE**

L20.01 The Board may grant an extension to the parental leave as provided in accordance with the terms and conditions outlined in this Article.

L20.02 The Member shall provide written notice to the Board at least four (4) weeks prior to the scheduled end of the parental leave indicating the start and end dates of the extended parental leave.

L20.03 The extended parental leave shall not exceed one (1) year.

L20.04 A Member who intends to resume employment on the expiration of an extended parental leave of absence shall so advise the Board in writing four (4) weeks prior to the date of return and on return to work the Board shall reinstate the Member, subject to Article L37.0 Layoff and Recall, to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not.

L20.05 A Member who intends to resume employment earlier than the originally scheduled date of return under this article, shall advise the Board four (4) weeks in writing prior to the requested date of return.

L20.06 The Member may retain any insured benefits in which the Member was enrolled prior to the leave by paying the full cost of the premiums in advance.

### **L21.0 - WSIB/LTD ABSENCES**

- L21.01 (a) A Member who is absent from work who is on sick leave, is claiming Workers' Safety Insurance Board (WSIB) or Long Term Disability (LTD) benefits shall retain the position held by the Member immediately prior to the absence up to a maximum of twenty-four (24) months.
- (b) At the end of the twenty-four (24) month period the Member's position shall be declared vacant and posted in accordance with Article L26.0 - Job Posting.
- (c) A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article L37.0 Layoff and Recall.

### **L22.0 - WSIB SUPPLEMENT**

L22.01 A Member who is receiving compensation under the Workers' Safety Insurance Board as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workers' Safety Insurance Board supplemented by the Board to provide payment of full earnings. The supplement paid to such Member shall be divided by the Member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the Member's Sick leave in accordance with Article L23.0. If a Member does not wish to have the payment under the Workers' Safety Insurance Board supplemented as provided by this Article, the Member must give written notice to the Manager Labour Relations within thirty (30) days after receiving notice that the Workers' Compensation claim has been approved.

### **L23.0 SICK LEAVE**

L23.01 The Board shall maintain a sick leave plan as per Part A of this Collective Agreement.

L23.02 The Board shall grant a paid leave of absence with no deduction from the Sick Leave for the following reasons;

- a) During such a period that a Member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a Member's duties because of exposure to any communicable disease.
- b) During such period as a Member is serving as a juror, or subpoenaed as a witness in any proceedings where a Member is not a party and not charged with an offence.

L23.03 Except as provided elsewhere in this Agreement, a Member Shall not be paid salary for any absence beyond the number of days remaining in the Member's Sick Leave.

L23.04 To qualify for sick leave, a Member who is absent from duty for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and, if required by the Board, a further certificate from the Medical Officer of the Board.

L23.05 The Board shall provide to each Member the number of sick leave days to which the Member is entitled for the current school year.

L23.06 The Board agrees to advise Members who are going to attend a meeting to deal with medical accommodations/return to work plans of their right to have Union Representation at such meeting. Should a Member indicate they do not want Union Representation, the Union shall be notified of the Member's name prior to the scheduled meeting date and the Board shall ask the Member to sign a waiver stating such decision.

L23.07 The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop and implement work plans for each Member requiring an accommodation. Such cooperative efforts shall involve an Employer representative, a Union representative and the Member requiring work accommodation. Where a Member refuses representation from their Union, the Board will advise the Union that the Member has declined Union Representation.

L23.08 The Board agrees to advise Members who are going to attend a meeting to deal with medical accommodations/return to work plans of their right to have Union Representation at such meeting. Should a Member indicate they do not want Union Representation, the Union shall be notified of the Member's name prior to the scheduled meeting date and the Board shall ask the Member to sign a waiver stating such decision.

#### **L24.0 - REQUIRED QUALIFICATIONS**

L24.01 ESL Instructors on staff as of date of ratification shall be deemed to hold qualifications to instruct in the programs in which they taught in ESL for this Board up to and including September 1, 2008.

All ESL Instructors must hold TESL Ontario certification, OCELT, and must maintain a current and active certification.

L24.02 Where the employer offers a course or program for which no incumbent Instructor is qualified, or when the nature of the curriculum has been changed due to changing technologies or curriculum reform, incumbent Instructors shall be invited to retrain or requalify to teach the course.

#### **L25.0 - REQUESTS FOR TRANSFER**

##### **Administrative Transfers**

L25.01 A Member who is to be administratively transferred by the Board shall be consulted at least five (5) working days prior to the scheduled date of transfer. Such consultation shall be between the Member and the Principal of Continuing Education. Wherever possible, transfers shall be made by mutual agreement between the Member and the Principal of Continuing Education. Final notification of the transfer shall be made to the Member by the Human Resource Staffing Officer, in writing, prior to the scheduled date of transfer.

L25.02 A Member shall have a Union Representative at such meeting.

L25.03 (a) Where a conflict arises between Members of the Bargaining Unit, reasonable efforts will be made to resolve the conflict. In the case of conflict with Members outside the Bargaining Unit, the

Member, Board and Union shall meet to attempt to resolve the conflict. Where the conflict cannot be resolved, the Board may affect an administrative transfer in accordance with Article L25.01.

- (b) Where an administrative transfer is affected, the Board will;
  - (i) first, look to vacancies with equivalent hours of work;
  - (ii) second, look at a mutual exchange between two (2) Members of the Bargaining Unit.
- (c) Administrative transfers will not be used as a disciplinary measure.

### **Requests for Lateral Transfers**

L25.04 A Member wishing a lateral transfer shall make such request, in writing to the Principal, Continuing Education Department, on the appropriate form. Such request shall be forwarded to the Continuing Education Department by April 30th of each year and shall be a request for the following school year. Such application for transfer shall be considered provided the employee has;

- (a) successfully completed the probationary period;
- (b) a personnel file free of any derogatory notation or discipline;
- (c) not already transferred to another position in the same school year;
- (d) and the application includes the following information:
  - i) the position and location the employee currently holds
  - ii) the FTE Of the position currently held
  - iii) seniority date
  - iv) the location(s) to which the Member would like to transfer

L25.05 A lateral transfer shall be a transfer to another position that is either equivalent in time or an increase in time of no more than one half (1/2) hour per half day.

L25.06 Placement by request for transfer, shall be in seniority order, of those applying for a position.

L25.07 A Member offered a lateral transfer, must respond to the Board within four (4) working days of the offer.

### **L26.0 JOB POSTING**

L26.01 (a) If the Board creates a new position or when any position within the Bargaining Unit becomes vacant, the Board will post a notice of the vacancy to all Members on the Board intranet. The Board will post the position within ten (10) working days of the vacancy becoming known, for a period of five (5) working days. No job postings will occur during a normal school break period. Each new employee will be informed of the location and the accessibility of job postings.

- (b) A temporary assignment, resulting from a leave, which is known in advance and is for four (4) months or more shall be posted as outlined in this article.

- (c) A temporary new day school class will be staffed initially with a supply Instructor for a period up to four (4) months at which time it will be determined if the class will remain open. A temporary new night school class will be staffed initially with a supply instructor for a period of up to ten (10) months at which time it will be determined if the class will remain open. If the new day school or night school class remains open, the new position will then be posted as permanent following the procedure outlined in Article L26.01 (a).

L26.02 A vacancy shall exist when an employee is transferred to another position, dies, resigns, retires or is terminated with just cause and the class continues to be feasible.

L26.03 The posting shall identify the work location, job title, starting date, scheduled hours of work, general requirements of the position, to whom the applications are to be sent and the due date for such applications.

L26.04 Prior to posting the position the Board shall fill the position in the following manner:

- a) qualified Members who have requested a lateral transfer as defined in Article L25.05;
- b) with a Member with recall rights;
- c) through the posting procedures.

L26.05 In filling any posted vacancy under this Agreement, the Board shall base its decision on the applicant's qualifications and skill level to perform the duties of the position. If qualifications and skill level are relatively equal, the Board shall select the most senior candidate.

L26.06 (a) Posted vacancies shall be filled in the following order:

- (i) qualified permanent Members;
- (ii) qualified casual Members.

(b) If there are no applicants from permanent or casual Members to posted vacancy, the Board may fill the vacancy from outside the Bargaining Unit.

L26.07 Wherever possible, the Board shall notify the successful candidate within one (1) day of the selection decision, and notify the unsuccessful candidates within two (2) days of the final selection and acceptance by the candidate for the position.

L26.08 The Board shall notify the Union President in writing of and the names of the successful applicants to posted positions.

L26.09 All expression of interest postings shall indicate the application process and required documentation to be included in the application.

## **L27.0 - HOURS OF WORK**

L27.01 The Board recognizes that the standard work week for full-time Members shall be twenty-seven and one-half (27 ½) hours per week.

L27.02 The Board recognizes that the standard work week for part-time Members shall be less than twenty-seven and one-half (27 ½) hours per week.

L27.03 The scheduled hours of work may vary depending upon the location of work, but shall be consecutive hours worked. Each Member shall be entitled to a minimum of thirty (30) minute unpaid lunch break when working a full scheduled day. Such lunch break period shall be determined by the program/location, by the Member in consultation with the Principal, Continuing Education. Such lunch break period shall be scheduled as close as possible to the mid point of the work day.

L27.04 Each Member shall be entitled to a fifteen (15) minute paid break, per half day worked. The break shall be taken in the mid point of each half day worked.

### **L28.0 - RECOGNIZED PAID HOLIDAYS**

L28.01 The Board shall grant to each Member the following recognized paid holidays;

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

\*Granted to twelve (12) month Members and a Member working in the summer school program who is scheduled to work the day prior to and following the holiday.

L28.02 If any of the recognized paid holidays falls on a Saturday or Sunday and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays in Article L28.01 falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

- L28.03 (a) In order to receive payment for the recognized paid holiday, an employee must work their regularly scheduled working day before and their regularly scheduled working day immediately following the recognized paid holiday.
- (b) An employee who is regularly scheduled to work less than twenty seven and one-half (27 ½ ) hours per week and who is not regularly scheduled to work on the day that the holiday falls, shall receive one-half (1/2) a day's pay for the recognized holiday.

- (c) An employee who is on a leave of absence without pay or off the active payroll when the recognized holiday falls shall not be entitled to holiday pay.

### **L29.0 - PAID VACATIONS**

L29.01 Every Member shall be entitled to four per cent (4%) vacation pay of salary/wages earned. Such vacation pay will be paid on each pay cheque.

### **L30.0 - PROBATIONARY PERIOD**

L30.01 Only Members new to the Bargaining Unit shall serve a probationary period. Such probationary period shall be for six (6) months from date of hire.

L30.02 The probationary period is exclusive of July and August.

L30.03 The Member shall be informed in writing within one (1) month of successful completion of the probationary period.

### **L31.0 - JOB SECURITY**

#### **Contracting Out**

L31.01 No permanent Bargaining Unit Member shall be laid off or have their hours of work reduced as a result of the Board contracting out any of its services.

#### **Volunteers**

L31.02 No permanent Bargaining Unit Member shall be laid off or have their hours of work reduced as a result of the use of volunteers to perform Bargaining Unit work.

#### **Tutors**

L31.03 No permanent Bargaining Unit Member shall be laid off or have their hours of work reduced as a result of the use of tutors to perform Bargaining Unit work.

L31.04 No tutor shall be used to replace a Member of this Bargaining Unit.

### **L32.0 - PENSION PLAN**

L32.01 A Member who holds certification as a teacher and shall become and remain a Member of the Ontario Teachers' Pension Plan (T.P.P.) providing the Member is recognized by the Ontario College of Teachers.

L32.02 Effective first of the month following date of ratification, a Member who does not hold certification as a teacher and who is regularly employed for more than seventeen and one-half (17 ½) hours per week shall become a Member Of the Ontario Municipal Employee's Retirement System (O.M.E.R.S.).

L32.03 The Board shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S and T.P.P. as the case may be, the necessary Member and Board pension contributions as required.

### **L33.0 - INSURED EMPLOYEE BENEFITS**

L33.01 Employee benefits are in accordance with the Employee Life Health Trust in accordance with Central benefits.

L33.02 The full amount of the E.I. Rebate shall accrue to the credit of the Board as in the past.

L33.03 Members in ten (10) month positions shall be covered for twelve (12) months for the benefit in which a Member is enrolled.

#### **L34.0 - EMPLOYEES ON MEDICAL LEAVES OF ABSENCE**

L34.01 A Member who is unable to report for work as a result of illness or injury and who submits medical documentation as required in Article L23.0 shall be considered to be on a medical leave of absence until the expiration of the sick leave.

L34.02 At the expiration of the sick leave, the employee shall be placed on an unpaid medical leave of absence for a period of two years.

L34.03 While the employee is on medical leave the employee shall remain Covered by the terms and provisions of the Collective Agreement.

L34.04 An employee who has been approved for Long Term Disability will be placed on an unpaid medical leave of absence.

L34.05 Prior to an independent medical examination (IME) being performed, consultation with the Union shall occur.

#### **L35.0 - PAY SCHEDULE**

L35.01 The regular scheduled pay day shall be bi-weekly.

L35.02 The Members pay shall be by direct deposit to the institute on file with the Board.

#### **L36.0 - SENIORITY**

L36.01 Seniority is defined as the length of continuous service in the Bargaining Unit, from last date of hire to the Board or its predecessor Boards.

L36.02 Employees working twelve (12) hours or greater per week shall accrue seniority on a fulltime basis.

L36.03 For employees working less than twelve (12) hours per week, seniority shall be pro-rated in the same proportion that the part-time schedule bears to a full-time schedule.

L36.04 A probationary Member will not be placed on the seniority list until the Member has completed the probationary period. After completion of the probationary period, the seniority of the Member shall be dated back to the last date of hire in the Bargaining Unit. Notwithstanding this calculation, the seniority date cannot precede the most recent date of hire to the Board and will not exceed a maximum of one year seniority credit.

- (i) When a temporary or casual Member completes the probationary period and becomes a permanent Member in the Bargaining Unit, permanent seniority shall be calculated in the following manner:



$$\frac{\text{Accumulated hours}}{\text{Standard work day (5 hours per day)}} = \text{\# of days seniority}$$

- (ii) The calculated seniority date will be derived by counting back the number of day's seniority credit established in Article L36.04 (i). The count date will be back dated from date of appointment to the probationary staff.

- L36.05
- (a) The Board shall establish a seniority list for permanent Members by seniority date showing each Member's name and seniority credit.
  - (b) Any question as to the accuracy of the seniority list must be submitted by the Member to the Human Resource Staffing Officer within fifteen (15) working days of the issuance of the list. Within ten (10) working days such corrections will be made, if appropriate.
  - (c) Such list shall be brought up to date in January of each year.
  - (d) A copy of the seniority list shall be distributed to each work location where Members of the Bargaining Unit are located.
  - (e) Two copies of the seniority list shall be forwarded to the President of the Bargaining Unit.

L36.06 In compiling the seniority list, all ties shall be broken as follows:

- (a) if two or more Members have the same seniority credit, the Member with the most Bargaining Unit experience shall be considered the most senior;
- (b) if still tied, the Member with the most experience with the Board shall be considered the most senior;
- (c) if still tied, the seniority standing of the Member shall be determined by a method of lot mutually agreed upon by the Board and the Bargaining Unit.

L36.07 A Member shall continue to accumulate seniority under the following conditions:

- (a) during an absence due to illness or injury;
- (b) while on Workers' Compensation;
- (c) while on an approved leave of absence as provided under this agreement;
- (d) while working scheduled time.

L36.08 A Member shall lose seniority standing under the following conditions:

- (a) if the Member terminates employment with the Board;
- (b) if the Member is discharged and such discharge is not reversed through the Grievance/arbitration procedure;
- (c) if the Member fails, after a layoff, to return to work within ten (10) working days after the Board has given the Member notice of recall by registered mail, unless an extension is granted by the Board under extenuating circumstances;

- (d) if a Member is laid off by the Board and has exhausted all rights of recall under Article L37.0 - Layoff and Recall;
- (e) if the Member accepts a permanent position with the Board outside the Bargaining Unit.

**L37.0 - LAY-OFF AND RECALL**

L37.01 The Board agrees that wherever possible job reductions shall be accomplished through normal attrition first, then the lay-off and recall procedures in this article shall apply.

L37.02 The Board agrees that in the event of lay-off, no Member covered by the Bargaining Unit shall be treated in a manner inconsistent with the terms of this article.

L37.03 A Member who is to be laid off shall be given appropriate notice in accordance with the *Employment Standards Act*.

L37.04 Layoff procedures shall apply to permanent and probationary Members in the following order:

- (i) (a) A written notice shall advise employees who may be affected by a proposed layoff that they could be laid off and will include their options and a seniority list of employees who may be affected by the proposed layoff. The notice will confirm a meeting to be held during which affected employees will exercise their options. The Union shall receive a copy of the notice.
- (i) (b) The affected employee will meet with the representative from the Board and the Union Representative at a meeting which will be scheduled no sooner than five (5) but no later than ten (10) calendar days after the date of notice unless circumstances otherwise necessitate an alternate timeframe.

During the meeting the employee(s) in order of seniority holding the eliminated position shall select:

- (ii) (a) to choose a vacant/new position of equivalent hours (one-half hour per half day more or less than their current position)

Should there not be a vacant/new position of equivalent hours then;

- (ii) (b) to bump the least senior Member holding a position with equivalent hours (one-half (1/2) hour per half day more or less than their current position),
- (ii) (c) to choose to accept a vacant position of fewer hours to that which they are entitled and be placed on the recall list for the remaining number of hours to which they are entitled,
- (ii) (d) to bump the least senior Member holding a position of fewer hours to that which they are entitled and be placed on the recall list for the remaining number of hours to which they are entitled, or

- (ii) (e) to choose to be placed on the recall list for a maximum period of thirty (30) months for the total number of hours lost,
- (ii) (f) to choose to waive their right of recall and receive severance allowance equal to two (2) weeks' salary for each year of service, up to a maximum of twenty-six weeks' pay. The Board shall have no further obligation to a Member who elects to receive a severance allowance,
- (ii) (g) to choose to accept a vacant position of lesser hours in writing on a permanent basis.

This process shall be repeated after an election is made in descending order of seniority for each affected employee.

Note: for purposes of this Article and clarification, existing positions cannot be divided or combined unless feasible, subject to program and operational needs.

- L37.05 A Member displaced and transferred to another position under these procedures shall be given the opportunity to return to the Member's original position if it becomes vacant within twelve (12) months from the date of displacement.
- L37.06 Members shall be recalled in order of seniority to a vacant position, A Member shall have the right to refuse recall if it is not a position of equivalent hours (one-half (½) hour per half day more or less than their current position) to that from which they were displaced. The Board shall have no further obligation to a Member who refuses an offer of employment of equal or greater time on the permanent staff under these procedures.
- L37.07 The Board shall not hire from outside the Bargaining Unit to fill vacancies within the Bargaining Unit until first offering the opportunity, in order of seniority, to Members on the recall list.
- L37.08 A Member on lay-off and subject to recall shall, for a period of thirty (30) months commencing from date of lay-off, be given first consideration to perform supply work or to fill a temporary assignment within the Bargaining Unit for which they are qualified. Employees are responsible for informing the Board and the President of this Bargaining Unit of any new areas of qualifications and of any change of address, phone or other contact information.
- L37.09 If a Member is recalled to the permanent staff from lay-off within thirty (30) months of the date of lay-off, the Member's seniority and sick leave will be reinstated as if there was no interruption in service.
- L37.10 Board obligations will cease if the laid off employee:
- a) if not recalled within thirty (30) months;
  - b) refuses an offer of employment of equivalent hours (one-half ( ½ ) hour per half day more or less than their current position);
  - c) refuses or fails to notify the Board of intention to return to employment within ten (10) calendar days after notice of recall is sent by registered mail to the last known address as shown by Board records.

### **L38.0 - SUMMER SCHOOL ESL CLASSES**

- L38.01 Members of this Bargaining Unit shall be given an opportunity to teach ESL summer school classes for non-credit courses.
- L38.02 Availability of the opportunity to teach such classes shall be provided to Bargaining Unit Members by May 1st of each year, by means of a "Job Opportunity Notice".
- L38.03 Bargaining Unit Members wishing to teach such classes shall forward their name to the Immediate Supervisor no later than May 15th.
- L38.04 Bargaining Unit Members shall be placed in these positions in accordance with their qualifications and skill level to perform the duties of the position. If qualifications and skill level are relatively equal, the Board shall select the most senior candidate in order of seniority.
- L38.05 A Member being assigned to a summer school class shall be informed in writing by June 1st.
- L38.06 A Member assigned to teach one of these classes shall receive their regular hourly salary paid, plus vacation pay.
- L38.07 A Member who has accepted a summer school assignment is expected to be available for the entire duration of the session (i.e. No days off for vacation during the length of the session).

### **L39.0 – OCCUPATIONAL HEALTH AND SAFETY**

- L39.01 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its Regulations.
- L39.02 The Union agrees to assist the Board in maintaining proper observation of all occupational health and safety rules.
- L39.03 A representative appointed by the Bargaining Unit Executive will be invited to serve on the Board's Central Joint Health and Safety Committee.
- L39.04 It is the responsibility of the Member to report to the Member's Immediate Supervisor any equipment or process which is in the opinion of the Member unsafe or hazardous or any condition which is unhealthy. If any difference of opinion exists between the Member and the Member's Immediate Supervisor, the Member may refer the matter to the Union representative of the Central Joint Health and Safety Committee. The Union representative shall contact the Health and Safety Department who shall ensure that all necessary actions are taken to address the concern of the Member.
- L39.05 The Board and the Union agree that the Guidelines for the Structure and Function of the Joint Health and Safety Committee shall be attached to the Collective Agreement as information.
- L39.06 The Board shall provide first aid training to those Members who, on voluntary basis, wish to obtain such training. No Member shall be required to take first aid training.
- L39.07 The Board shall provide all Members with required Occupational Health and Safety training annually within

the assigned workday. In addition to the Board provided training, site specific information and resources will be provided by the Principal.

#### **L40.0 - CANCELLATION OF SCHOOL AND BOARD ADMINISTRATIVE OPERATIONS**

L40.01 Members shall follow the procedures outlined in the Board Policy Directive.

L40.02 Any absence from work by an employee who follows the procedure in the policy shall be without loss of salary.

#### **L41.0 – DEFINITIONS**

L41.01 For the purpose of interpreting language of this Collective Agreement the following definitions shall be used:

Agreement	- shall mean this Collective Agreement
Bargaining Unit	- shall mean the ESL Instructors, District 21, Hamilton-Wentworth
Board/Employer	- shall mean the Hamilton-Wentworth District School Board
Collective Agreement	- shall mean this Collective Agreement between The Hamilton-Wentworth District School Board and the Ontario Secondary Teachers' Federation representing the ESL Instructors Unit of The Ontario Secondary School Teachers' Federation, District 21, Hamilton-Wentworth
Member/Employee	- shall mean a Member of the Bargaining Unit
O.S.S.T.F.	- shall mean the Ontario Secondary School Teachers' Federation
Part-Time	- when referring to a person employed by the Board it shall mean a person who is working less than full-time as defined within articles of this agreement.
Permanent	- shall mean the permanent staff of the Board and includes both probationary and permanent Members
Union	- shall mean either the Bargaining Unit or the Provincial Organization of the Ontario Secondary School Teachers' Federation
End of June	- Classes will end the fourth (4 <sup>th</sup> ) Friday in the month of June. In those years where there are five (5) Fridays in the month, the classes will end the fourth (4 <sup>th</sup> ) Friday of the month.

#### **L42.0 - JOB PERFORMANCE APPRAISAL**

L42.01 The Board shall develop a performance appraisal system.

L42.02 A Member is entitled to be notified at a meeting with Board representatives that the Member is to be put on review for unsatisfactory job performance. The Board shall inform the Member and the President of the Bargaining unit, prior to the day of the meeting, of the Member's right to have the President of the Bargaining Unit or Chief Negotiator present and also the time and place of such meeting. The Member shall be accompanied at the meeting by the Union Representative.

### **L43.0 - POSITION SHARING**

- L43.01 (a) The Board shall provide a "Position Sharing" program in accordance with the terms and conditions outlined in this Article.
- (b) For the purpose of this Article, "Position Sharing" shall mean two Bargaining Unit Members sharing a position.
- L43.02 To be eligible for the "Position Sharing" program Members must hold the qualifications required to perform the duties of the position being shared.
- L43.03 The position sharing assignment shall be for a period not to exceed one (1) year.
- L43.04 Members wishing a position sharing assignment shall apply in writing to the Members' Immediate Supervisor(s), with a copy to the Manager Labour Relations or designate, requesting such assignment, no later than five (5) months prior to the requested start date of the assignment. The letter of application shall indicate:
- (a) the name(s) of the Member(s)
  - (b) the present position(s) held
  - (c) the position to be shared
  - (d) the start and end date of the period of position sharing
- L43.05 The Human Resource Services Department shall notify the Members and the President of the Bargaining Unit within four (4) months of the date of application whether or not the Members have been granted the position sharing arrangement requested. Such approval shall not be unreasonably withheld.
- L43.06 Members participating in the position sharing program shall be paid the rate of salary for the assignment being shared. Salary and sick leave shall be pro-rated in the same proportion that the Member works in the shared position.
- L43.07 If the Member is enrolled in one or more of the employee benefits, the Board's contribution to the benefit premiums shall be as outlined in Article L33.0, Benefits. The Member shall pay, through payroll deduction, the remainder of the premium cost for the benefits in which the Member is enrolled during the period of the position sharing.
- L43.08 (a) Subject to Article L43.08 (b), the period of position sharing may be extended beyond or shortened from the date set out in Article L43.04 (d) to a time defined by mutual consent of the Members involved in the position being shared, the Members' Immediate Supervisor(s) and the Manager Labour Relations.
- (b) At the end of the period of position sharing as outlined in Article L43.04 (d) or Article L43.08 (a), as the case may be, the Members shall return to employment, subject to Article L37.0 – Layoff and Recall, in the former probationary or permanent positions held immediately prior to participation in the position sharing program.

L43.09 The position sharing arrangement may be terminated within one month of the start of the arrangement by the Manager Labour Relations or designate if either Member proves to be unsatisfactory in the position held under the position sharing arrangement. The Manager Labour Relations or designate shall notify the Members involved, in writing, ten (10) working days prior to the scheduled termination of the arrangement that the arrangement will be terminated and the reasons thereof.

#### **L44.0 – LABOUR RELATIONS COMMITTEE**

L44.01 The Bargaining Unit President shall be a Member of the Labour Relations Committee that has been established between the Board and O.S.S.T.F., District 21 Bargaining Units.

L44.02 The Committee is not designed to by-pass or eliminate any of the rights of Grievance as granted under this Agreement, but is designed to provide another avenue for mutual discussion of problems that may arise in the operations of the Board's schools and work locations.

L44.03 A Bargaining Unit Labour Relations Committee, consisting of up to two (2) Members of the Bargaining Unit, appointed by the Bargaining Unit, shall meet with up to two (2) Members of the Board, to discuss issues pertaining only to this Bargaining Unit. Such meeting shall occur within ten (10) days of being called by either party to this agreement.

L44.04 The Board maintains the right to determine the methods, equipment and tools to be used for instruction. The Board shall ensure Instructors are provided with the equipment necessary to perform their roles.

#### **L45.0 - JOB DUTIES**

L45.01 When it is necessary for the job duties of ESL instructors to change, the Board will notify the Union President of the changes prior to implementation.

L45.02 Members shall not be required to obtain coverage for any absence.

L45.03 The Board shall attempt to obtain supply coverage for an absence. Should coverage not be arranged, Members shall only be required to cover another Member's class for half of the instructional period and provide direction and learning materials left by the absent Instructor. An Instructor providing in-person and remote learning simultaneously will not be required to cover another class.

#### **L46.0 - DURATION**

L46.01 (a) This Agreement shall be effective September 1, 2019 and remain in force until the 31<sup>st</sup> day of August, 2022 and shall continue in force from year to year 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 modification, of this Agreement. If notice is given, the parties shall meet within fifteen (15) days from giving of notice.

- (b) Notwithstanding the foregoing, either party may notify the other, in writing, within the period commencing April 1 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.

#### **L47.0 – AMENDMENTS**

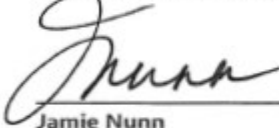
- L47.01 Amendments to the provisions of this Collective agreement shall be made in writing, only by mutual consent of the parties. Any such revision or amendment shall not become effective until ratified by the Board and the Union
- L47.02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of this Collective Agreement which would have the effect of altering or modifying any part of the Agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the Collective Agreement shall continue in effect for the duration of the



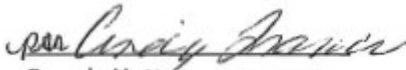
Signature Page

Dated at Hamilton this 3rd day of May 2021

ON BEHALF OF THE BOARD



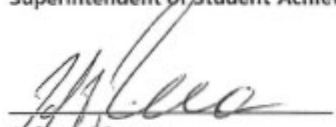
Jamie Nunn  
Superintendent of Human Resource Services



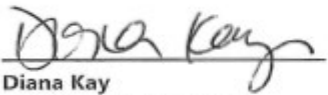
Pamela Hutton  
Manager, Labour Relations



Paul Denomme  
Superintendent of Student Achievement



Jeffrey Moore  
Principal of Continuing Education

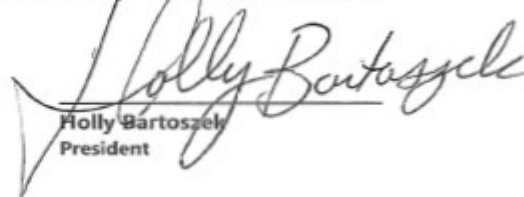


Diana Kay  
Labour Relations Officer



Danielle Meville  
Human Resource Staffing Officer

ON BEHALF OF ESL (OSSTF D21)



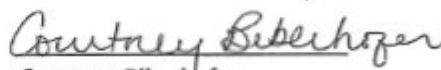
Holly Bartoszek  
President



Lyndsay Petis  
Vice President



Leanne Woods  
Chief Negotiator



Courtney Biberhofer  
Membership Secretary



Anita Urquhart  
Past President

## SCHEDULE "A" – SALARY

A.1 Effective September 1, 2019, all ESL Instructors shall be paid in accordance with the following salary schedule, which is compliant with the Pay Equity Plan for the ESL Bargaining Unit:

	Step 0	Step 1	Step 2	Step 3-17 *	Step 18-24 *	Step 25 *
September 1, 2019	\$31.88	\$32.59	\$33.82	\$35.30	\$35.48	\$36.23

NOTE: The grid in A.1 above represents a 1.0% increase as per the Central Agreement M.O.S. dated April 20, 2020 between the Council of Trustees' Association, and the Ontario Secondary School Teachers Federation and the Crown. \*Step equals years of service.

A.2 Effective September 1, 2020, all ESL Instructors shall be paid in accordance with the following schedule, which is compliant with the Pay Equity Plan for the ESL Bargaining Unit:

	Step 0	Step 1	Step 2	Step 3-17 *	Step 18-24 *	Step 25 *
September 1, 2020	\$32.19	\$32.92	\$34.16	\$35.65	\$35.83	\$36.59

NOTE: The grid in A.2 above represents a 1.0% increase as per the Central Agreement M.O.S. dated April 20, 2020 between the Council of Trustees' Association, and the Ontario Secondary School Teachers Federation and the Crown. \*Step equals years of service.

A.3 Effective September 1 2021, all ESL Instructors shall be paid in accordance with the following schedule, which is compliant with the Pay Equity Plan for the ESL Bargaining Unit:

	Step 0	Step 1	Step 2	Step 3-17 *	Step 18-24 *	Step 25 *
September 1, 2021	\$32.52	\$33.25	\$34.50	\$36.01	\$36.19	\$36.96

NOTE: The grid in A.3 above represents a 1.0% increase as per the Central Agreement M.O.S. dated April 20, 2020 between the Council of Trustees' Association, and the Ontario Secondary School Teachers Federation and the Crown. \*Step equals years of service.

## **SCHEDULE "B" – CASUAL MEMBERS**

- B.1 The Board shall maintain a list of casual employees available for assignment to positions in the Bargaining Unit when a permanent or probationary Member is absent or on an approved leave.
- B.2 Casual Member means a Member of the Bargaining Unit hired to replace an employee who is absent, or on an approved leave, or to staff a temporary new class.
- B.3 A casual Member shall be paid the minimum rate of pay for the salary classification in accordance with Schedule A.
- B.4 In addition to the amounts received under Article B.3, a casual Member shall receive four per cent (4%) of the salary/wages received as vacation pay.
- B.5 A temporary Member who works their scheduled day before and their scheduled day after a recognized paid holiday as stated in Article L28.0 shall be paid for the recognized paid holiday.
- B.6 The following Articles of the Collective Agreement shall also apply to Casual employees:
- L1.0 – Purpose and Scope
  - L2.0 – Recognition
  - L3.0 – Union Membership
  - L4.0 – Union Dues and Assessments
  - L5.0 – Union Rights
  - L6.0 – Collective Agreement
  - L7.0 – Management Rights
  - L8.0 – Just Cause
  - L9.0 – No Discrimination
  - L10.0 – Access to Members' Employee File
  - L11.0 – Strike or Lockout
  - L12.0 – Grievance Procedure
  - L18.0 – Statutory Pregnancy Leave
  - L19.0 – Statutory Parental Leave
  - L24.0 – Required Qualifications
  - L26.0 – Job Posting
  - L27.0 – Hours of Work
  - L28.0 – Recognized Paid Holidays
  - L29.0 – Paid Vacations
  - L35.0 – Pay Schedule
  - L36.0 – Seniority
  - L38.0 – Summer School ESL Classes
  - L39.0 – Occupational Health and Safety
  - L40.0 – Cancellation of School and Board Administrative Operations
  - L41.0 – Definitions
  - L42.0 – Job Performance Appraisal
  - L44.0 – Labour Relations Committee
  - L46.0 – Duration
  - L47.0 – Amendments
  - Local – Schedule "A" – Salary

## **Temporary / Casual Service List**

- B.7 The Board shall provide a service list which includes all temporary Members. Two copies of the list shall be provided to the Bargaining Unit President.
- B.8 The service List shall be updated by November 30<sup>th</sup> each year.
- B.9 The service list shall show the accumulated hours worked by the Member as of August 31<sup>st</sup> of the previous school year.
- B. 10 Casual Instructors who are on the supply list to teach in Night and Day classes and who do not work fifteen (15) per school year will be removed from the supply list. Casual Instructors who make themselves unavailable for assignment for 3 months or more in the Board's automated attendance system will be removed from the service list unless previously arranged with the program manager. Casual Instructors removed from the supply list would need to apply as a new hire for opportunities to be added back onto the supply list. Should a casual instructor not be offered fifteen (15) days, their name will not be removed from the casual list.

## APPENDIX "A"

### Supplemental Employment Insurance Benefit (SEB) Plan effective September 1, 2007

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. ESL Instructors are covered by the Plan:
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB are:
  - (i) The Employee must be in receipt of Employment Insurance (E.I.) benefits from the Canada Customs and Revenue Agency for the benefits under which the Plan is used.
  - (ii) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by the Canada Customs and Revenue Agency.
  - (iii) Payment will not be made for any week in the waiting period which falls outside the employee's normal work period. An employee employed on a ten month basis will not be supplemented for any week during the waiting period which falls during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
6. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.
7.
  - (a) The benefit level paid under this plan is set at a weekly rate equal to the employee's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SEB, employment insurance gross benefits and any other earnings received by employees will not exceed 100% of the employee's normal weekly earnings.
  - (b) Effective September 1, 2007, the Board shall provide for employees on pregnancy or parental leave a supplementary employment insurance benefit plan. The Plan will pay 100% of the employee's normal weekly earnings during the mandatory two-week waiting period for employment insurance payments/parental benefits.
  - (c) Effective September 1, 2007 the Board will provide a top-up to 100% of the employee's normal salary for up to six (6) weeks of pregnancy leave immediately following (b) above.
  - (d) An employee who is eligible for E.I benefits may only use the provisions of b) and c) above. Only an employee who is not eligible for E.I. benefits and who provides approved medical documentation for the need may use sick leave. An employee may only access the number of sick days available to them under the Board's sick leave plan.
8. The maximum number of weeks for which SEB is payable is for eight (8) weeks.
9. The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.

10. The Employer will inform the Canada Customs and Revenue Agency of any changes to the plan within thirty (30) days of the effective date of change.

11. The employee must provide the Employer with the proof that the employee is getting E.I. benefits or that the employee is not getting benefits for reasons specified in the Plan.

12. The Employer will use the E.I. receipt of the employee to verify the employee is receiving E.I. benefits or other earnings.

**Letter of Agreement #1**  
**Between**  
**The Hamilton-Wentworth District School Board**  
**And**  
**O.S.S.T.F. District 21 English as a Second Language Instructors**

**RE: Ontario Works Program**

The Board agrees that no Bargaining Unit work shall be performed for the Board under the auspices of an "Ontario Works" Program.

**Letter of Agreement #2**  
**Between**  
**The Hamilton-Wentworth District School Board**  
**And**  
**O.S.S.T.F District 21 English as Second Language Instructors**

**Re: Preparation Time**

Effective September 1, 2020, permanent full time ESL Instructors will be provided with fifteen (15) minutes per day prior to the instructional day. Preparation time will be prorated for part time and night school Instructors.

Effective the date of ratification, permanent full time ESL Instructors will be provided with an additional ten (10) minutes of preparation time per hour of instruction to be allocated and scheduled by the Supervisor. Preparation time will be prorated for part time and night school Instructors.

**Letter of Agreement #3**  
**Between**  
**The Hamilton-Wentworth District School Board**  
**And**  
**O.S.S.T.F District 21 English as Second Language Instructors**

**Re: Learning Model**

Should an E-Learning, blended or online synchronous learning model be implemented for ESL instruction, the board will consult with the Bargaining Unit President to discuss the parameters and program effectiveness for instruction. Such discussion on the parameters will be in accordance with any legislation or funding requirements. The Board shall endeavour to limit Adult ESL classes with both in person and remote learning occurring at the same time.

Should the Board be required by the Ministry(s) Funded ESL Programs to implement E-Learning, blended or online synchronous learning on a temporary basis as a result of unforeseen circumstances outside of the Boards control, the Board will implement the learning model as required. Said learning model will be communicated to the Bargaining Unit President. Any resulting violations of the Collective Agreement will be subject to the Grievance arbitration process as outlined in Article L12.0, subject to any legislation requirements. The parties may agree to resolve any Collective Agreement violations through mutual consent.

**Letter of Agreement #4**  
**Between**  
**The Hamilton-Wentworth District School Board**  
**And**  
**O.S.S.T.F District 21 English as Second Language Instructors**  
**Re: Retiree Benefits**

**The following local language shall prevail until the retiree benefits are incorporated with the OSSTF ELHT as per C10.**

- L33.07 (a) (i) A Member who is enrolled in the benefit plans and who retires before the compulsory retiring age and who receives an immediate pension through the Board's recognized Pension Plans shall have the option of retaining coverage at the Member's own cost under the Dental, Semi-Private Hospital Care, and Extended Health Plans of Article L33.02 under the following conditions:
- (a) The Member must elect to retain coverage within thirty-one (31) days of retirement date, otherwise coverage shall be cancelled.
  - (b) If the Member withdraws from coverage at any time prior to age sixty-five (65), the Member shall be ineligible to re-enroll in coverage.
  - (c) Coverage shall remain in effect until age sixty-five (65) if a Member so elects
  - (d) The Member shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage will be cancelled.
  - (e) The benefits under the Extended Health Plan for a retiree shall be limited to \$15,000 during the entire period of the Member's coverage under this Article.
- (a) (ii) All employees retiring on and after January 1, 2002, will be provided with the Retiree Benefit Package as outlined in L33.07 (a)(i) above however, the premium rates will be determined by the overall rate experience for this Retiree group.

**L33.08 Retirees Group Life Insurance Plan**

A Member who retires and who receives an immediate pension through the Board's recognized Pension Plans shall have the option of retaining a \$50,000 life insurance policy until the age of 65. The policy shall not include disability coverage. The Member who so elects such a policy shall pay the full amount of the premium, based on the same premium rate as for the basic plan, annually in advance; otherwise the Member's coverage shall be cancelled.

**LETTER OF UNDERSTANDING #5**  
**Between**  
**The Hamilton-Wentworth District School Board**  
**And**  
**O.S.S.T.F District 21 English as Second Language Instructors**  
**Re: Soliciting Letter of Interest**

The Board will send an email notification to all Members in order to solicit letters of interest from instructors prior to assigning specialized language courses, such as Citizenship and Computer Skills, which are not Ministry-driven initiatives and run for less than four (4) months.