

**THIS AGREEMENT MADE AND ENTERED INTO THIS 18<sup>th</sup> DAY OF JULY, 2020**

**BETWEEN**

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD  
(hereinafter referred to as “the Board”)**

**AND**

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION, DISTRICT 21**

**REPRESENTING THE PROFESSIONAL STUDENT SERVICES PERSONNEL  
(Kinesiologists, Psychologists, Social Workers, Speech-Language Pathologists, Psychoeducational Consultants,  
and Board Certified Behaviour Analysts)**

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

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

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

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

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

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

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

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

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

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

### C3.00 DEFINITIONS

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:
- ACÉPO refers to the Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.
- AFOCSC refers to the Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
- OCSTA refers to Ontario Catholic School Trustees’ Association as the designated bargaining agency for every English-language Catholic district school board.
- OPSBA refers to the Ontario Public School Boards’ Association as the designated bargaining agency for every English-language public district school board, including isolate boards.
- C3.3 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.4 “Casual Employee” means,
- i. a casual employee within the meaning of the local collective agreement,
  - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
  - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- C3.5 “Term Assignment” means, in relation to an employee,
- i. a term assignment within the meaning of the local collective agreement, or
  - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

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

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

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

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

##### **C5.1 Definitions**

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

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

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

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

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



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

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

**C5.4 Grievance Shall Include:**

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

**C5.5 Referral to the Committee**

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

**C5.6 Voluntary Mediation**

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

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

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

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

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

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

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

### **C7.00 SPECIALIZED JOB CLASSES**

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

### **C8.00 WORK YEAR**

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

### **C9.00 STAFFING COMMUNICATION**

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

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

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

## **C10.00 BENEFITS**

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

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

### **C10.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

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

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

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

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

### **C10.3 Funding**

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

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

Funding shall be made retroactive to September 1, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Supplemental Employment Benefits (SEB)**

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

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

## **C12.00 SICK LEAVE**

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

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

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

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

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

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

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

#### **d) Eligibility and Allocation**

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per

paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

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

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

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

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

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

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

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

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



- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDLP 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/STLDLP 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 STLDLP 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 STLDLP.
- 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 STLDLP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

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

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

**C13.00 MINISTRY INITIATIVES**

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

**C14.00 PROVINCIAL FEDERATION RELEASE DAYS**

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

## APPENDIX A – RETIREMENT GRATUITIES

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

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

### B. Other Retirement Gratuities

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

Date of Assessment:  
dd    mm    yyyy

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

**PHYSICAL (if applicable)**

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

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of ( <i>please specify</i> ):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
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**2B: COGNITIVE (please complete all that is applicable)**

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

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

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

**3: Health Care Professional to complete.**

From the date of this assessment, the above will apply for approximately:

6-10 days   
  11- 15 days   
  16- 25 days   
  26 + days

Have you discussed return to work with your patient?

Yes                     
  No

Recommendations for work hours and start date (if applicable):

Start Date:                      **dd**    **mm**    **yyyy**

Regular full time hours   
  Modified hours   
  Graduated hours

Is patient on an active treatment plan?:  Yes                       No

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): \_\_\_\_\_  No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?  Yes                       No

4: Recommended date of next appointment to review Abilities and/or Restrictions:                      **dd**    **mm**    **yyyy**

<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>	
<b>Date:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Signature:</b>	

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**RE: Job Security**

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

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

become vacant and are not replaced, subsequent to the date of central ratification.

5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2022.



**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**BETWEEN**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

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

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



**LETTER OF AGREEMENT #9  
BETWEEN**

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

**AND**

**The Crown**

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

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10  
BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
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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**

**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 31st and March 31<sup>st</sup> of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.



- l. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the OSSTF Provincial Office.
- m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.
- n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

#### **4.0.0 TRANSITION COMMITTEE**

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

#### **5.0.0 PAYMENTS**

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

#### **6.0.0 ENROLMENT**

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active

employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

- 6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

#### **7.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

#### **8.0.0 CLAIMS SUPPORT**

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

#### **9.0.0 PRIVACY**

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

### **Appendix A – HRIS File**

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

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
  - 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:”

## **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.



# **OSSTF District 21 - PSSP**

## **Part B: Local Terms**

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### PART B

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## **PART B – LOCAL TERMS**

The following constitute the Local terms and shall be inserted as Part B of the collective agreement.

### **L 1.00 - PURPOSE**

- 1.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and each employee and shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.
- 1.02 It is the purpose of this Agreement to make herein provisions for salaries, allowances, benefits and those conditions of employment as specified in this Agreement, and to provide for an orderly method of settling grievances which may arise from time to time.

### **L 2.00 – RECOGNITION**

- 2.01 The Board recognizes The Ontario Secondary School Teachers' Federation as the exclusive bargaining agent for all Psychoeducational Consultants, Speech-Language Pathologists, Social Workers, Psychologists, Kinesiologists, and Board Certified Behaviour Analysts in the employ of the Board, save and except, Supervisors, persons above the rank of Supervisors, Manager of Psychological Services, Manager of Speech and Language Services, Manager of Autism and Neuro Developmental Services, Manager of Social Work Services/Mental Health Lead, Assistant Manager of Social Work Services, Team Lead Board Certified Behaviour Analyst, students on field placements, statutory Teachers, instructors, and any other Board employees covered by existing collective agreements.
- 2.02 The Union recognizes the Negotiating Committee of the Board as the body authorized to represent and negotiate on behalf of the Board.
- 2.03 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.
- 2.04 The Union recognizes the right of the Board to authorize an advisor, 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.
- 2.05 Each Member, either active or on leave, shall keep the Human Resource Services Department informed, in writing, of their current address and telephone number.

### **L 3.00 – UNION MEMBERSHIP**

- 3.01 All employees covered by this agreement shall remain Members of the Union as a condition of continued employment. Future employees shall, as a condition of their employment, become Members of the Union on commencing employment with the Board.

#### **L 4.00 – UNION DUES AND ASSESSMENTS**

- 4.01 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. 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.
- 4.02 The Union Dues deducted in clause 4.01 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
- 4.03 The Board shall deduct from the pay of each Member the amount designated by the Bargaining Unit 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. The amount deducted shall be remitted by the Board to the Bargaining Unit Treasurer at the office of the Bargaining Unit 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 as in 4.02.
- 4.04 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.

#### **L 5.00 – UNION RIGHTS**

- 5.01 The Union shall notify the Board, in writing, of the following:
- (a) names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer
  - (b) address and phone number of the Bargaining Unit Office
- 5.02 The Board shall provide the Union with an up to date list of the Members in the bargaining unit by September 30<sup>th</sup> and February 28<sup>th</sup> each year. The list shall show the employee's name, discipline, workplace location and last date of hire with the Board.
- 5.03 The Board shall advise the President of the Bargaining Unit, in writing, of each new Member's name and work location within thirty (30) working days of commencement of employment of the new Member.
- 5.04 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, transferred,

will be laid off, is recalled, is disciplined, is put on review, or whose employment is terminated. The Board may request an extension of up to ten (10) working days to the timelines, in writing to the President of the bargaining unit. Such requests will not be unreasonably denied.

- 5.05 The Board shall advise all new Members that a Collective Agreement is in effect and provide the new Employee with the name and business phone number of the President of the Bargaining Unit.
- 5.06 The Union shall be provided with access to bulletin board space for the posting of PSSP notices at the Education Centre.
- 5.07 The Union may use the inter-office mail service 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 and the matter may be taken up as a Board Grievance.
- 5.08
  - (a) Any official correspondence from the Board to the Union or the Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in clause 5.01 unless otherwise stated in this Agreement.
  - (b) Any official correspondence from the Union or the Bargaining Unit shall be sent to the Manager, Labour Relations at the main office of the Board unless otherwise stated in this Agreement.
- 5.09 The Board shall provide the Union with the names of the successful candidate for the posted vacancies.

#### **L 6.00 – MANAGEMENT RIGHTS**

- 6.01 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 & reasonable manner and not inconsistent with the prevailing statutes and regulations governing employment in the province of Ontario and the *Ontario Education Act*.

#### **L 7.00 – JUST CAUSE**

- 7.01 No Member shall be demoted, disciplined, transferred or discharged without just cause.
- 7.02 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.
- 7.03 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. The Board may request an extension to the timelines in writing to the President. Such request will not unreasonably be denied. In such cases, the President of the Bargaining Unit shall be notified at the same time, that the Member has been disciplined or received a derogatory notation. Any written reply by a Member to a derogatory notation or disciplinary action shall be included in the Member's employee file.

- 7.04 A Member is entitled, prior to the imposition of progressive discipline, to be notified, at a meeting with Board representatives the reasons for 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 Grievance Officer present and also the time and place of such meeting. The Member shall be accompanied to the meeting with the bargaining unit representative.
- 7.05 (a) For all meetings related to this Article which are held during normal working hours, the Member, subject to clause 7.05 (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.
- 7.06 Upon the request of a Member, any derogatory notations, disciplinary actions, written warnings or other similar documents that have been placed in a Member's employee file shall be removed from such file after eighteen months (18 months), from the time the documents were first put in the file, providing such Member's employee file has been free of any written warning or disciplinary action during the intervening period.

#### **L 8.00 – NO DISCRIMINATION**

- 8.01 Nothing in this Agreement shall discriminate against any Member because of any prohibited grounds in accordance with the Ontario Human Rights Code.
- 8.02 The Board will not discriminate against any Member because of place of residence.
- 8.03 The Board shall not discriminate against, interfere with, restrict or coerce any Member because of the Member's membership in the Union.

#### **L 9.00 – ACCESS TO MEMBER'S EMPLOYEE FILE**

- 9.01 The only recognized Member's employee file retained by the Board will be located in the Human Resource Services Department.

- 9.02 Bargaining Unit members shall have access to examine the Members 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.
- 9.03 Bargaining Unit members may request that the Bargaining Unit President or designate accompany the Member to review the Member's employee file.
- 9.04 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 employee 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*.

#### **L 10.00 – NO STRIKE OR LOCKOUT**

- 10.01 There shall be no strike or lock-out during the life of this Agreement. The terms "strike" or "lock-out" shall be as defined in the Ontario Labour Relations Act and the School Boards Collective Bargaining Act.
- 10.02 When other Board employees are on strike or lock-out, a Member shall carry on the regular professional 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.

#### **L 11.00 – CONTRACTING OUT**

- 11.01 The Board agrees that no permanent Member on staff as of date of ratification shall be laid off as a result of the Board contracting out any of its work or services including the direct use of services provided by external agencies not funded by the Ministry of Education.

#### **L 12.00 – JOB SECURITY**

- 12.01 No Member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the use of volunteers.
- 12.02 The Board agrees to meet with the Union to discuss any partnerships with external agencies for the provision of services in schools by regulated health professionals, regulated social service professionals, and paraprofessionals.

#### **L 13.00 – GRIEVANCE PROCEDURE**

- 13.01 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 and Paid Vacations. Days during the months of July and August shall not count as workdays for ten-month Members.
- 13.02 The term "grievance" shall mean any difference arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement.



13.03 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) In the case of a Group Grievance or Union policy grievance: The signature of the President of the Bargaining Unit or designate and in the case of a Board policy grievance: the signature of the Superintendent of Human Resource Services or designate.

## **INDIVIDUAL GRIEVANCE**

### **Informal Procedure**

13.04 The Board and the Union agree that it is desirable that any complaint should be addressed as quickly as possible. Member(s) shall discuss the complaint informally with their appropriate immediate Manager within fifteen (15) 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 Member may request that a bargaining unit executive member also attend this meeting. The Manager shall answer the complaint within five (5) working days after first discussing the complaint with the Member(s).

### **Formal Procedure**

13.05 If informal attempts to resolve the complaint have failed, the following procedure shall apply:

#### **Step 1**

13.06 The Union may make written grievance to the Manager, Labour Relations, provided the grievance is submitted within fifteen (15) working days of the response of the appropriate immediate Manager as indicated in clause 13.04.

- 13.07 (a) The Labour Relations Officer 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. Either party may request, in writing, an extension to this timeline for purposes of gathering information or seeking resolution.

**Step 2**

- 13.08 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.
- 13.09 (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. Either party may request, in writing, an extension to this timeline for purposes of gathering information or seeking resolution.

**Step 3**

- 13.10 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.
- 13.11 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**

- 13.12 (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 were frozen.

**GROUP GRIEVANCE**

- 13.13 A group grievance shall be a grievance arising out of the same or similar set of circumstances or the same Board decision which affects more than one Member.
- 13.14 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**

- 13.15 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.
- 13.16 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.

- 13.17 The Superintendent of Human Resource Services or designate shall provide a written response to the grievance to the President of the Bargaining Unit within ten (10) working days of the meeting.
- 13.18 If the response of the Superintendent of Human Resource Services or designate is not satisfactory, the Union may refer the grievance to arbitration within ten (10) working days of receipt of said response of the Superintendent of Human Resource Services or designate.

#### **BOARD POLICY GRIEVANCE**

- 13.19 A Board Policy 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.
- 13.20 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.
- 13.21 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. Either party may request, in writing, an extension to this timeline for purposes of gathering information or seeking resolution.
- 13.22 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**

- 13.23 Where a grievance is to be referred to arbitration, clauses 13.24 to 13.38 shall apply.
- 13.24 The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration.
- 13.25 Within ten (10) working days after receipt of such notice, the other party shall respond.
- 13.26 The parties shall, within ten (10) working days after receipt of notice of the appointment.
- 13.27 If the parties cannot agree on an arbitrator, the appointment may be made by the Minister of Labour upon request of either party.
- 13.28 The Arbitrator shall be governed by clauses 13.29 to 13.36 inclusive.
- 13.29 The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Member affected by it.
- 13.30 Each of the parties shall bear the expenses of its appointee and the fees for Arbitrator shall be shared equally by both parties in the grievance.

- 13.31 The Arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 13.32 The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement unless otherwise provided by this Agreement.
- 13.33 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.
- 13.34 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.
- 13.35 No person shall be appointed as an Arbitrator who has been involved in the negotiation of this Collective Agreement or in attempts to settle the grievance.

## **GENERAL**

- 13.36 (a) A Member, subject to clauses 13.36 (b) and (c), 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 for the Member's scheduled shift and also such attendance shall be without loss of benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- (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 clause 13.36 (a) for attendance at any one meeting under this Article is three (3).
- 13.37 Time lines shall be observed by both parties except when an extension or limitation is mutually agreed upon in writing.
- 13.38 The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a deceased Member's estate or on behalf of a retired Member if the substance of the grievance is directly related to the Collective Agreement that was in place at the time of death or the time of retirement, 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 clause.

- 13.39 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.
- 13.40 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 Manager(s) before leaving their work. Such permission shall not be unreasonably withheld. In the absence of the appropriate immediate Manager, 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 appropriate immediate Manager believes that time off work under this clause is being abused, the appropriate immediate Manager shall refer the matter to the Board and it may be taken up as a Board grievance.

#### **L 14.00 – BEREAVEMENT LEAVE**

- 14.01 Bereavement Leave shall be granted to a Member in accordance with this Article.
- 14.02 For absence occasioned by the death of a partner, child, parent, sibling of the Member or the Member's partner, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. Notwithstanding clause 14.05, 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. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services, or designate, where extended travel is required.
- 14.03 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 the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. Notwithstanding clause 14.05, 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. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services, or designate, where extended time is required.

- 14.04 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending a service.
- 14.05 The bereavement leave shall begin within seven (7) calendar days following the day of death.

#### **L 15.00 – MISCELLANEOUS LEAVES OF ABSENCE**

- 15.01 Following receipt of the Member's request in writing, the Board shall grant a leave of absence to a Member in the following circumstances:
- (i) when the Member is scheduled to write, during working hours, an academic, trade or professional examination;
  - (ii) when the Member attends the Member's post-secondary graduation;
  - (iii) when the Member attends the graduation of the Member's partner, child or step-child;
  - (iv) to celebrate a recognized religious holy day.
- 15.02 All leaves of absence granted under clause 15.01 (i), (ii) and (iii), and 15.03 shall be limited to a maximum of five (5) days in total, with no deduction from sick days. A maximum of three additional (3) days leave granted under 15.01 (iv) shall be paid leave, without deduction from sick days.
- 15.03 (a) The Human Resource Staffing Officer on the recommendation of the Member's appropriate immediate Manager, 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. If such leave is denied it may be appealed, one-time only, to the Superintendent of Student Achievement within three (3) days of the denial whose decision shall be final and binding.
- (b) One (1) working day from the above three (3) working days may be used for personal reasons upon written notice to the appropriate immediate Manager, seventy-two (72) hours in advance of the leave. No more than one employee in each department may take such leave on the same date, unless approved by the appropriate immediate Manager.
- 15.04 All leaves of absence under this collective agreement must be reported to the Board's automated attendance system prior to the absence.

#### **L 16.00 – PERSONAL LEAVES OF ABSENCE**

- 16.01 The Human Resource Staffing Officer may grant a personal leave of absence to a Member, on the recommendation of the Member's appropriate immediate Manager, in accordance with the conditions set out in this Article. Such approval shall not be unreasonably withheld.

- 16.02 Upon written request, the Board may approve a study leave of absence without pay for the period of up to two (2) years if the Member is enrolled in a Board recognized educational program leading to additional qualifications for the discipline for which they were hired.
- 16.03 (a) A Member desirous of a personal leave of absence of four (4) working days or less, shall submit their written request to the Human Resources Staffing Officer with at least two (2) working weeks' notice.
- (b) A Member desirous of a personal leave of absence of five (5) working days but less than four (4) weeks, shall submit their written request to the Human Resources Staffing Officer with at least four (4) working weeks' notice.
- (c) A Member desirous of a personal leave of absence of four (4) or more weeks, shall give the Board at least eight (8) working weeks' notice in writing. It is not the intent of this article to provide personal leave for the purpose of pursuing employment opportunities outside of the Board.
- 16.04 The Member shall be advised in writing, within ten (10) working days of receiving the written request for a leave, of the recommendation being made to the Board.
- 16.05 A leave of absence granted under this Article shall be without salary/wages.
- 16.06 Before commencing a leave of absence, a Member may continue Member benefit coverage as per the Employee Life and Health Trust during the period of the leave by paying the full cost of the premiums in advance, otherwise the benefit coverage will be cancelled.
- 16.07 A Member shall accumulate seniority during a leave of absence which has been approved by the Board.
- 16.08 A leave of absence granted under this article shall not be greater than two (2) years.
- 16.09 If a Member's request for leave was for one year, then an extension of one (1) year may be granted to the Member with the approval of the Board upon written request of the Member received by the Board not less than eight (8) working weeks prior to the end of the original leave. Such approval shall not be unreasonably withheld.
- 16.10 Subject to Article 27.04 (a), at the end of the period of the leave of absence, the Member shall return to their position and be placed into the assignment they left should the assignment exist. Should the assignment not exist, they will be placed in another assignment within their team, in consultation with the Union.
- 16.11 Leave of absence for a Member to participate as a candidate for public office or to hold public office at the Municipal, Provincial, or Federal level shall be in accordance with Board policy.

## **L 17.00 – VOLUNTARY PARTIAL LEAVE OF ABSENCE**

- 17.01 (a) The Board may consider a request from a Member to apply for a voluntary partial leave of absence for a maximum of three (3) school years. The granting of such leave shall be subject to the Board's obligations and requirements. No Member shall be permitted to work less than two (2) days per week.
- (b) Such application for voluntary partial leave of absence shall be submitted on a form to the appropriate immediate Manager no later than March 31<sup>st</sup> for the leave to commence for the following school year.
- (c) Members will be notified, in writing, by May 15<sup>th</sup> of the Board's decision to grant the request for a partial leave of absence.
- 17.02 The salary for a Member who is granted a voluntary partial leave of absence shall be pro-rated in the same proportion that it bears to a full-time equivalent.
- 17.03 The sick leave allowance shall be pro-rated in the same proportion that it bears to the full-time equivalent.
- 17.04 A Member participating in a voluntary partial leave shall receive full seniority.
- 17.05 The Board's contribution towards the Member benefits as per the Employee Life and Health Trust shall be pro-rated in the same proportion that it bears to a full-time equivalent.
- 17.06 At the end of the leave period, the Board shall reinstate the Member to the FTE that the Member had prior to the voluntary partial leave of absence.

## **L 18.00 – UNION LEAVE**

- 18.01 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.
- 18.02 (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. If the leave involves more than two (2) Members from the same discipline, prior approval, in writing, shall be obtained from the appropriate immediate Manager. The appropriate immediate Manager shall respond within two days of such request.
- (c) The Board shall grant up to a 0.2 FTE leave of absence for the President of the Bargaining Unit, if requested prior to May 15<sup>th</sup>, to carry out Federation duties. This leave shall be without loss of salary/wages, experience, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member providing the Union reimburses the Board for 85% of the salary/wages of any Member granted this leave of absence.



- (d) The vacancy arising as a result of the President's leave of absence may be offered to part-time Member in the bargaining unit.
- (e) In the event it cannot be filled by part-time Member, the Board will endeavor to fill the position in accordance with L.28.02

18.03 In addition to the leave granted in clause 18.02 (a), five (5) representatives of the Bargaining Unit's Collective Bargaining Committee shall be granted a leave of absence with pay to attend negotiation meetings with the Board. Such Members shall be treated in all respects as if they were at work.

18.04 Leaves of absence granted under clauses 18.02 (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 of any Member granted a leave of absence.

18.05 Leaves of absence shall be granted by the Board to Union representatives on Board committees which meet during the work day of the Member. Such leave shall be in addition to the leaves granted in clauses 18.02 (a) and 18.03.

#### **L 19.00 – PATERNAL LEAVE**

19.01 For absence occasioned by the birth or adoption of a child, the Board shall grant, upon written request, a leave of absence without loss of salary 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 credit account.

#### **L 20.00 – STATUTORY PREGNANCY LEAVE**

##### Definitions

- a) "casual Member" means,
  - i. a casual Member within the meaning of the local collective agreement,
  - ii. if clause (i) does not apply, a Member who is a casual Member as agreed upon by the board and the bargaining agent, or
  - iii. if clauses (i) and (ii) do not apply, a Member who is not regularly scheduled to work
- b) "term assignment" means, in relation to a Member,
  - 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 Members and Members in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. A Member who is eligible for such leave shall receive salary for a period immediately following the birth of the 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 Member receives from E.I. Benefits and their regular gross pay.
- b) SEB payments are available only to supplement E.I. Benefits during the absence period as specified in this plan.
- c) Members 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 Members are not entitled to pregnancy leave benefits.
- e) The Member must provide the Board with proof that they have 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 Members and Members 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 Members and Members 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 a Member 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.

20.01 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.

20.02 The Board shall not terminate the employment of or lay-off any Member who has accessed a leave of absence under this Article.

20.03 (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.

20.04 (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, clause 20.04 will not apply. The procedure will be as indicated in clause 20.05, which follows.

20.05 Within two (2) weeks of stopping work a Member described in clause 20.04 (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.

20.06 The pregnancy leave ends:

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

20.07 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 their position and be placed in an assignment, as it exists at the time of return. Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this Article shall be without loss of seniority or benefits.

- (a) The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits – Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory pregnancy leave unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.

20.08 (a) A Member granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an E.I. approved supplementary benefit plan, provided the Member:

- (i) is eligible for pregnancy leave benefits under E.I.;
  - (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
- (b) The Board will provide a weekly benefit payable for the two week waiting period at a weekly rate equal to 100% of the Member's normal weekly earnings providing the Member complies with (a) above.
  - (c) The Board will provide a top-up to 100% of the Member's normal salary for up to six weeks of pregnancy leave immediately following (b) above and

additional supplement to be the equivalent of 100% of one week of the member's salary.

- (d) A Member who is eligible for E.I. Benefits may only use the provisions of (b) and (c) above. Only a Member who is not eligible for E.I. Benefits and who provides approved medical documentation for the need may use sick leave credits. A Member may only access the number of sick day credits available to them 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 Member's normal employment period (i.e. July and August if 10-month employment). This plan shall be subject to approval of E.I. Benefits.

## **L 21.00 - STATUTORY PARENTAL LEAVE**

21.01 For the purpose of this Article and Appendix "A" 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.

21.02 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.

21.03 The Board shall not terminate the employment of, or lay off, any Member who has accessed a leave of absence under this Article.

21.04 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.

21.05 For persons not covered under clause 21.04, Parental Leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

21.06 The Member must give Human Resource Services at least two (2) weeks written notice of the date the leave is to begin.

21.07 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.

21.08 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 Human Resource Staffing Officer, in writing within two (2) weeks of the date.

21.09 The Parental Leave ends:

- (a) sixty-one (61) weeks after it begins if the Member 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
- (c) at a later date if the Member gives the Board at least four (4) weeks written notice before the date the leave was to end.

21.10 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 their position and be placed in an assignment, as it exists at the time of return. Reinstatement from Parental Leave under this Article shall be without loss of seniority or benefits. Seniority continues to accrue during Parental Leave.

21.11 The Board shall continue to contribute its share towards the premium cost of the Member's Employee Benefits – Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory parental leave outlined in 21.09 (a) unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.

21.12 A Member granted a statutory Parental Leave shall be compensated by the Board under an E.I. approved supplementary benefit plan, provided the Member has not received supplementary payment under the Board's plan for the same child and the Member:

- (i) has not already received payment during pregnancy leave;
- (ii) is eligible for parental leave benefits under E.I.;
- (iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the Member's normal employment period (i.e. July and August if 10 month employment). This plan shall be subject to approval of E.I. Refer to Appendix "A" for details on the E.I. SEB Plan.

## **L 22.00 – EXTENDED PARENTAL LEAVE**

- 22.01 The Board shall grant an extension to the parental leave as provided in Article L21 in accordance with the terms and conditions outlined in this Article.
- 22.02 The Member shall provide written notice to the Board at least six (6) working weeks prior to the scheduled end of the parental leave indicating the start and end dates of the extended parental leave.
- 22.03 The extended parental leave shall not exceed one (1) year.
- 22.04 The Member may retain any insured benefits in which the Member was enrolled immediately prior to the leave by paying the full cost of the premiums in advance, otherwise the benefit coverage will be cancelled.
- 22.05 Subject to Article L32 - Layoff and Recall and Article L27, at the end of the period of the leave of absence the Member shall return to their position and be placed in an assignment, as it exists at the time of return, should the position exist.
- 22.06 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise Human Resource Services, in writing, four (4) weeks prior to the requested date of return.

## **L 23.00 – DEFERRED SALARY LEAVE PLAN**

- 23.01 A Member who has completed at least three (3) years of continuous service under permanent status with the Board may apply for a paid leave of absence for one (1) school year.
- 23.02 The conditions governing a paid leave of absence shall be as follows:
- (i) Requests for leaves under this article shall be considered for the fourth and fifth year of the agreement.
  - (ii) A Member who has been granted a leave of absence under this Article shall agree to remain in the employ of the Board for at least five (5) years including the year of leave if the leave is granted for the fourth year or six (6) years including the year of leave if the leave is granted for the fifth year.
  - (iii) A Member shall apply to the Board for a paid leave of absence prior to September 15 and the Board shall notify the applicant by October 20 if the applicant has permission for such leave.
  - (iv) If a paid leave of absence is granted, the Board and the Member shall complete and sign an agreement form, a sample copy of which shall be given to the Union.

- 23.03 Any salary held back by the Board shall be placed in irrevocable trust in the chartered financial institution in the Member's name. The interest earned on said funds will be paid in accordance with legislation.
- (a) If the leave is to be taken in the fourth (4<sup>th</sup>) year of the agreement then twenty-five per cent (25%) of the Member's salary shall be held back for each year of the three (3) years preceding the year of leave.
  - (b) If the leave is to be taken in the fifth (5<sup>th</sup>) year of the agreement then twenty per cent (20%) of the Member's salary shall be held back for each year of the four (4) years preceding the year of leave.
- 23.04 (i) During the period of the leave, the Board shall pay to the Member, the amount of salary held back.
- (ii) The interest earned shall be paid to the Member in the year that it is earned.
  - (iii) The Board shall make the appropriate deductions, including pension plan contributions subject to the regulations of the pension plan, from the payment(s) made to the Member.
- 23.05 The Board shall maintain full fringe benefit coverage for the Member during the period of leave.
- 23.06 The Plan in this Article is subject to any Revenue Canada regulations or rulings. The President of the Bargaining Unit shall be notified of such regulations and rulings.
- 23.07 If the Member ceases to be employed by the Board, withdraws from the agreement of paid leave or dies prior to taking the leave of absence, the Board shall pay to the Member or the Member's estate, as the case may be, the full amount of the salary held back together with the accrued interest as soon as possible but no longer than three months from the time of withdrawal or death whichever is applicable.
- 23.08 Subject to Article L32 - Layoff and Recall, at the end of the leave, the Member shall return to their position and be placed in an assignment as it exists at the time of return without loss of any increases in salary/wages or benefits which may have accrued had the leave not been taken.
- 23.09 Subject to clause 23.02, the Board shall grant all requests for paid leaves of absence under this Article but shall have the right to limit the number of leaves granted for the same period for any one department or work location.
- 23.10 There are no restrictions on what activities or employment in which the Member may participate during the period of leave.

#### **L 24.00 – WSIB/LTD ABSENCES**

- 24.01 (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 filled in accordance with Articles L27 and L28.
- (c) A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article L32 – Layoff and Recall.

#### **L 25.00 – WSIB SUPPLEMENT**

25.01 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. 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 ten (10) days after receiving notice that the Workers' Compensation claim has been approved.

#### **L 26.00 – ADMINISTRATIVE TRANSFER**

26.01 A Member who is to be administratively transferred by the Board shall be consulted at least five (5) days prior to the scheduled date of transfer. Such consultation shall be between the appropriate immediate Manager, Member and the Human Resource Staffing Officer or designate. A Member shall have the President of the Bargaining Unit, or designate, present at such meeting. The Board, in advance of the meeting, shall advise the President of the Bargaining Unit.

26.02 A Member may initiate a request for a voluntary administrative transfer in all or part of their assignment, upon consultation with the appropriate immediate Manager of the Team and the President, or designate, of the Bargaining Unit.

26.03 Whenever possible, transfers shall be made by mutual agreement between the Member and the appropriate immediate Manager of the Team.

26.04 Where a conflict arises between members of the bargaining unit or between a Member and the Principal, reasonable efforts will be made to resolve the conflict. In the case of conflict with employees 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 Articles 26.01 and 26.03 Administrative transfers will not be used as a disciplinary measure.

#### **L 27.00 – ASSIGNMENTS**

27.01 Assignments will be determined as a result of a consultative and collaborative process whereby quality service to students and equity and fairness to Members will act as guiding principles.

- 27.02 The workload of each assignment shall be reviewed at least once per year to ensure the workload is as equitable as possible, as measured and determined through collaboration within each Team.
- 27.03 (a) Annually, each Team shall collaboratively determine the method to measure assignments.
- (b) In a year when adjustments are necessary the method to measure assignments shall be adjusted in consultation between Members of the Team and the appropriate immediate Manager by May 15<sup>th</sup>.
- 27.04 (a) i) The appropriate immediate Manager shall contact Members of the Team on leave, to invite them to participate in the choosing of assignments. Members on leave of absence are responsible for providing contact information.
- ii) Members shall inform the appropriate immediate Manager within four (4) working days if they are interested in participating in the assignment selection process.
- iii) A Member who chooses not to participate in the process, or who cannot be reached, shall be placed in the assignment, by the appropriate immediate Manager that is left over following selection by Members.
- (b) Assignments will be determined based on Article L27 and the number of 0.5 full-time equivalent (FTE) and 1.0 FTE assignments will equal the number of full time equivalent positions within the Team.
- (c) System Assignments:
- (i) Each year, the Board, in consultation with the appropriate immediate Manager, will identify new and review existing system assignments.
- (ii) All available system assignment[s] will be posted to members of the bargaining unit along with the list of all other assignments and portfolios, if available. It is understood that a 1.0 or a 0.5 FTE Member can apply for a 0.5 FTE system assignment(s).
- (iii) The successful applicant to a posted system assignment shall remain in that assignment for a term of three (3) years unless there is substantive change to the assignment or the assignment no longer exists. At the end of the three year term, the Member shall be given the opportunity to submit a Transfer Request, thereby leaving their system assignment. In the event there is a selection process with all other assignments, a Member may submit a Transfer Request, thereby leaving their system assignment. Notwithstanding, a Member in a system position may apply to a lateral transfer within the three (3) year term. In the event that there are no applications to the system assignment posting, the following will occur:

- (a) The Board shall attempt to reach mutual agreement with a qualified and experienced Member of the discipline to undertake the system assignment.
- (b) If no other Member of the discipline agrees to be placed into the system assignment, then the Member with the lowest seniority with the required qualifications and experience shall be placed in the position and the Board shall provide the required training for the Member to fulfil the duties of the system assignment. The Member previously in that assignment may be called upon to provide training.
- (c) For any assignments that are not 1.0 or 0.5 FTE, the Board will meet with the Union to discuss the assignment.
- (d) All other assignments upon completion of the system assignment selection process the remaining assignments will be made available to Members of the Team in order of seniority. Members shall indicate their choice of assignment based on their permanent or probationary allocated full-time equivalency and the assignments shall be assigned based on their present allocated full-time equivalency.

(d) Portfolios

- i) Each year, if the Board, in consultation with the Manager, determines portfolios are required within a Team, the Board will review the portfolios with the Manager of the appropriate Team.
- ii) The Required portfolios as identified in i) shall be chosen based on seniority.
- iii) Portfolios shall be chosen separately from assignments.
- iv) If required, the Board shall provide support for the Member to acquire the knowledge to fulfil the duties of the portfolio, unless the discipline's regulatory body prohibits the Member in question from meeting the needs of the portfolio.

27.05 (a) A permanent vacancy shall occur when there is an increase in complement, or when the incumbent dies, resigns, retires, is terminated for just cause, or accepts a permanent position outside the bargaining unit.

(b) When a permanent vacancy occurs, the original vacancy and resulting vacancy, shall be filled in the following order:

- (i) the appropriate immediate Manager shall invite written lateral Transfer Requests [i.e. equivalent full time equivalency] from permanent/probationary Members within the discipline who must submit a completed Transfer Request form to the

appropriate immediate Manager within five (5) days of notification of the vacancy. Transfer Requests shall be filled in order of seniority.

- (ii) qualified Members on the recall list as per Article L32
  - (iii) written requests from qualified permanent/probationary Members to increase their full-time equivalency
  - (iv) written requests from qualified permanent/probationary Members from outside the discipline
  - (v) applications from qualified temporary Members after 27.05(b)(i)(ii)(iii)(iv) have been applied and the original vacancy and/or resultant vacancy remain vacant
  - (vi) Should the original vacancy and/or the resultant vacancy remain unfilled after the application of (i), (ii), (iii), (iv) and (v), then the Board may fill the vacancy externally at its discretion.
- (c) A Member who has been placed “under review” as a result of a performance appraisal procedure shall be ineligible to be considered under 27.05(b).
- 27.06 (a) After the Board has exhausted the recruitment process and a permanent vacancy still exists, the Superintendent of Student Achievement the Manager of the Team, the Human Resource Staffing Officer responsible for PSSP shall meet with the President of the Bargaining Unit and Chief Negotiator to determine alternatives for filling the vacancy.
- (b) Within ten (10) days following the meeting with Union representatives, the Manager of the Team shall meet with Members of the Team to outline and seek further input from the Members of the Team on the alternatives.
- (c) Following the meeting with the Team, the Manager shall arrange a second meeting within five (5) work days with the Superintendent Student Achievement, the Human Resource Staffing Officer responsible for PSSP, the President of the Bargaining Unit and Chief Negotiator to outline the plan of action for filling the vacancy both in the short-term and on a permanent basis.
- (d) If a re-deployment of staff/schools is a viable alternative, such re-deployment shall be for a maximum period of three (3) months. The re-deployment will be reviewed by the parties prior to the end of the third (3<sup>rd</sup>) month and it may be extended by a further period of three (3) months by mutual agreement.
- (e) Such extension shall not be unreasonably denied if the Board demonstrates that it has actively continued the recruitment process.
- 27.07 (a) A temporary vacancy shall occur when an employee is on extended sick leave, on an approved leave of absence, or on Long Term Disability.

- (b) To minimize disruption to the system, consultation between the Board and the Union will occur to fill a temporary vacancy in the following order:
  - (i) The Manager shall invite written lateral Transfer Requests [i.e. equivalent full time equivalency] from qualified permanent/probationary Members within the discipline who must submit a completed Transfer Request form to the Manager within five (5) days of notification of the temporary vacancy.
- (c) Transfer Requests shall be filled in order of seniority subject to the following conditions:
  - (a) for a period of not less than six (6) months; and
  - (b) not past the end of the current school year in which the temporary assignment commences; and
  - (c) for a period of time not to exceed the known return date of the Member on leave or disability as defined in 27.07 (a).
    - (i) qualified Members on the recall list as per Article L32
    - (ii) written requests from qualified part-time permanent/probationary Members to temporarily increase their full-time equivalency
    - (iii) applications from qualified temporary Members
    - (iv) written requests from qualified permanent/probationary Members from outside the discipline
    - (v) should the temporary vacancy remain unfilled after the application of (i), (ii), (iii) and (iv) then the Board may fill the temporary vacancy externally at its discretion.
- (d) A Member who has been placed “under review” as a result of a performance appraisal procedure shall be ineligible to be considered under 27.07(b).
- (e) If a temporary vacancy cannot be filled according to 27.07(b), the Superintendent of Student Achievement, the Manager of the Team, the Human Resource Staffing Officer responsible for PSSP, shall meet with the President and Chief Negotiator of the bargaining unit to determine alternatives for filling the vacancy. If redeployment is a viable alternative, such redeployment may be for a maximum period of three (3) months. The redeployment will be reviewed prior to the end of the third (3<sup>rd</sup>) month and it may be extended for a further period of three (3) months.
- (f) The PSSP President shall be advised when a temporary assignment is created due to specific, time-definite targeted funding.

27.08 Upon completion of the assignment process the Board will provide the bargaining unit with a copy of the school and system assignments.

## 27.09 Job Performance Appraisal

- i. 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, two (2) days 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.
- ii. A Member shall have the opportunity to sign and add comments to the performance appraisal.
- iii. Bargaining unit Members shall not be required to discipline or evaluate other bargaining unit Members.
- iv. The performance evaluation procedure shall not be amended without prior consultation with the Bargaining Unit President.
- v. The agreed upon evaluation process will not include the evaluation of a Member's participation in voluntary activities.

## L 28.00 – NEW POSITIONS

28.01 (a) If the Board creates a new position in the bargaining unit to be filled by a PSSP member, either by reclassification or by use of terminology or nomenclature not presently in the agreement, the Board and the Union shall meet forthwith to negotiate the salary, allowance and other terms of employment.

(b) The Board shall post each newly created position on the employee web portal. The posting shall close at the end of normal business hours five (5) working days after the day of posting.

28.02 Before hiring from outside the bargaining unit for a new position, the Board shall consider applications from qualified Members in the following order:

- (i) permanent/probationary Members
- (ii) Members on the recall list
- (iii) temporary Members
- (iv) should a new position remain unfilled after the application of (i), (ii), and (iii) then the Board may fill the assignment externally at its discretion.

28.03 In filling any posted vacancy 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.

## L 29.00 – PROBATIONARY PERIOD

29.01 (a) A Member will be considered probationary and will not be placed on a seniority list until the Member has completed one year of employment in a probationary appointment.

- (b) A Temporary Employee who continues employment with the Board following completion of a temporary assignment(s) equivalent to three (3) school years without an intervening break in employment shall be appointed to the probationary staff.

### **L 30.00 – SENIORITY**

- 30.01 "Seniority" shall be defined as the length of continuous employment in the Bargaining Unit from the date of last appointment to the probationary staff or from the date of the last appointment to temporary or casual staff providing no intervening break in service occurred between the temporary or casual assignment and the appointment to the probationary staff.
- 30.02 Once the Member has successfully completed the probationary period, the Member's seniority shall be dated back to the commencement date of the probationary appointment. A Member who was on the temporary or casual staff prior to serving the probationary period shall have seniority dated back to the commencement of the temporary or casual assignment, provided there was not an intervening break in service.
- 30.03 A temporary Member as defined in Schedule B shall not acquire seniority rights, nor be placed on a seniority list.
- 30.04 Members who work less than full-time shall accrue seniority as per full-time employment.
- 30.05 A Member shall accumulate seniority during a leave of absence, which has been approved by the Board.
- 30.06 Where two or more Members are initially found to have equal seniority, the following criteria taken in order shall determine seniority:
  - (a) length of employment with the Board
  - (b) length of professional experience related to the Member's discipline for which the Member was hired.
  - (c) by lot.
- 30.07 Seniority rights shall cease when a Member:
  - (a) resigns from employment with the board;
  - (b) transfers to a permanent position with the Board outside the bargaining unit;
  - (c) is discharged and is not reinstated through the grievance procedure or arbitration;
  - (d) has been laid off in excess of thirty (30) months;
  - (e) fails to report for employment after the expiration of any leave granted, or fails to notify the Board of intention to return to work within ten (10) working days after notice of recall from lay off is sent by registered mail to the last address shown on the Board's records.

- 30.08 By January 31 of each year, the Board shall post a copy of the current seniority lists on the employee web portal. The seniority lists will be determined in accordance with the provisions of this Article and shall be used only for the purposes of determining layoffs and recalls unless otherwise provided for in this Collective Agreement. Any objection to the seniority lists shall be made, in writing, to the Human Resource Staffing Officer within fifteen (15) working days of the issuance of the seniority lists, otherwise the listing shall be considered correct.
- 30.09 For purposes of seniority, layoff and recall, separate seniority lists shall be prepared and posted for:
- (a) Psychoeducational Consultants
  - (b) Psychologists
  - (c) Speech-Language Pathologists
  - (d) Social Workers
  - (e) Kinesiologists
  - (f) Board Certified Behaviour Analysts

#### **L 31.00 – PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT**

- 31.01 Where a member of the Bargaining Unit is appointed, or the successful applicant to a temporary vacant position outside the Bargaining Unit, the Employer shall notify the Union of the member's name and the date that the member will commence duties in the new position.
- 31.02 A member of the Bargaining Unit who accepts such temporary position for a maximum period of one year or less, shall have the right to return to their former position within the Bargaining Unit. Such Member shall continue to accumulate seniority during such period.
- 31.03 The member shall continue to pay union dues during the term of this position.
- 31.04 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, that Member shall not have a right of return to a Bargaining Unit position.
- 31.05 Any meetings related to the HWDSB Partnership with Third Party Professionals and Paraprofessionals including the District Mental Health Strategy shall take place during the work day and during normal work hours and shall be considered time worked.

#### **L 32.00 – LAY OFF AND RECALL**

- 32.01 Lay off and recall procedures shall be separate for each of the six (6) position classifications and seniority lists under Article 30.09.
- 32.02 The Board agrees that job reduction shall be accomplished through normal attrition first, then the lay-off and recall procedures shall apply.



- 32.03 In the event of redundancy Members shall be laid off in the following order:
- (a) temporary Members
  - (b) probationary Members beginning with the most recently hired.
  - (c) Members in order of seniority beginning with the most junior Member.
- 32.04 No new bargaining unit Member shall be hired until all laid off seniority Members who are qualified and capable of performing the work have been given an opportunity of recall.
- 32.05 Seniority Members who are laid off shall retain the right to recall for thirty (30) months following the date of layoff. The Member shall maintain a position on the seniority list for that period of time.
- 32.06 The Employer agrees that the Members will be entitled to recall in order of greatest seniority within the bargaining unit and qualifications. The Board's obligation shall cease if the laid off Member:
- (a) refuses an offer of employment of equal or greater time on the permanent staff under these procedures. In such cases, the Board shall inform the Bargaining Unit President of the refusal within five (5) calendar days.
  - (b) refuses or fails to notify the Board of intention to return to employment within ten (10) working days after notice of recall is sent by registered mail to the last address shown on the Board's records.
- 32.07 A Member who is given notice of layoff may, in writing, waive the right of recall, and receive a severance allowance equal to two (2) weeks for each year of service up to a maximum of a half-year's salary. The Board shall have no further obligation to a Member who elects to receive a severance allowance instead of retaining the right of recall.
- 32.08 (a) A Member on layoff and subject to recall shall, for a period of thirty (30) months commencing from the date of layoff, be given first consideration to fill a temporary assignment within the bargaining unit, providing the laid off Member is qualified and capable of performing the duties. The laid off Member shall be required to advise the Human Resource Services Department from time to time as to the employee's availability for such work.
- (b) During the period of recall and while working in a temporary assignment, the Member may elect to receive full benefit coverage. The Board shall contribute its share of the premium cost for the Member's benefit coverage. If the Member withdraws from benefit coverage during the period of recall, the Member shall be ineligible to re-enrol. If the Member is not employed during any working month, the Member shall contribute the full premium cost of such benefit coverage.
- 32.09 It shall be the duty of the laid-off Member to notify the Board promptly, in writing, of any change of address. If a laid-off Member should fail to do so, the Board shall not be responsible for failure of notice to reach the laid-off Member. Any notice sent by

the Board by registered mail to the address of the laid-off Member, which appears on the Board's records shall be deemed to have been received by the laid-off Member.

- 32.10 Members on the recall list shall be responsible for informing the Board and the President of PSSP of any new areas of qualification and of any change of address and telephone.
- 32.11 If a Member is recalled to the permanent staff from layoff within thirty (30) months of date of layoff, the Member's seniority shall be reinstated as if there is no interruption of service.
- 32.12 Nothing in this article precludes the right of the Member or the union to file a grievance regarding the application of Article L32.

### **L 33.00 – HEALTH AND SAFETY**

- 33.01 The Board agrees to provide safe and healthful conditions of work for all Members and to carry out all of its duties and obligations under the *Occupational Health and Safety Act* and its Regulations.
- 33.02 The Union agrees to assist the Board in maintaining proper observation of all occupational health and safety rules.
- 33.03 A representative appointed by the Bargaining Unit Executive shall serve on the Board's Multi-Workplace Joint Health and Safety Committee.
- 33.04 It is the responsibility of the Member to report to the Member's appropriate 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 appropriate immediate Supervisor, the Member may refer the matter to the Union representative of the Multi-Workplace Joint Health and Safety Committee. The Union representative shall contact the Occupational Health and Safety Department who shall ensure that all necessary actions are taken to address the concern of the Member.
- 33.05 The Board and the Union agree that the Guidelines for the Structure and Function of the Multi-Workplace Joint Health and Safety Committee shall be attached to the Collective Agreement as information.
- 33.06 The Board shall provide first aid training to those Members who, on a voluntary basis, wish to obtain such training where a need has been identified by the Supervisor. No Member shall be required to take first aid training.
- 33.07 The Board, in consultation with the Medical Officer of Health, shall establish procedures for control of body fluid-borne infectious diseases. Such procedures shall be made available in each work location.
- 33.08 All reported WSIB incidents involving aggression or violence shall be brought to the attention of the Multi-Workplace Joint Health and Safety Committee.

33.09 All occupational injuries or occupational illnesses as outlined in the Occupational Health and Safety Act shall be reported to the Multi-Workplace Joint Health and Safety Committee.

#### **L 34.00 – TRANSPORTATION OF STUDENTS**

34.01 Members shall not be required to transport students in any vehicle where they are the driver.

#### **L 35.00 – HARASSMENT**

35.01 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.

#### **L 36.00 - SICK LEAVE**

36.01 The Board shall maintain a cumulative sick leave plan in accordance with the conditions set out in accordance with the central terms Article C 12.0.

36.02 The Board shall grant a paid leave of absence with no deduction from the Sick Leave Credit Account 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.

36.03 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.

36.04 Prior to an independent medical examination (IME) being performed, consultation with the Union shall occur. Upon confirmation, that the member has reviewed the IME with their medical practitioner, the Board will provide a copy of the IME to the member, upon request.

#### **36.05 Attendance Management Policies / Programs**

- i. Absences related to Employment Standards Act, 2000, Collective agreement leave entitlements or absences related to approved medical documentation of supported disability from a medical professional will not be included in the Employee Support and Attendance Program
- ii. No policy or rules addressing attendance management issues shall be implemented, or applied, to members of the union without the employer first providing an opportunity to the union to comment upon such policy or rules.

- iii. Any Member required to attend any meeting with Human Resource Services to discuss attendance, can be accompanied by, upon request, a representative of the Bargaining Unit.

#### **L 37.00 – MEMBERS ON MEDICAL LEAVES OF ABSENCE**

- 37.01 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 36 shall be considered to be on a medical leave of absence until the expiration of the sick leave account.
- 37.02 At the expiration of the sick leave account, the Member may be placed on an unpaid medical leave of absence for a period of two years.
- 37.03 While the Member is on medical leave the Member shall remain covered by the terms and provisions of the collective agreement.
- 37.04 A Member who has been approved for Long Term Disability will be placed on an unpaid medical leave of absence.

#### **37.05 Return to Work/Accommodation**

The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop 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. Should a member indicate they do not want union representation, the union shall be notified of the Member's name and the Board shall ask the employee to sign a waiver stating such decision.

#### **L 38.00– CODE OF ETHICS**

- 38.01 The Board recognizes that a Member may be an active Member in good standing of an accredited recognized body and as such has an obligation to abide by its code of ethics. It is also recognized that Members must abide by Board policies and practices and are governed by the Education Act and other provincial legislation. Should a conflict arise between a PSSP Member's professional code of ethics, Board policy and/or practices, and/or provincial legislation, then this matter may be referred to a Resolution Committee. Each party shall appoint two (2) representatives to serve on the Resolution Committee whose decision shall be binding on all parties.

#### **L 39.00 – PENSION PLAN**

- 39.01 (a) Subject to clause (b), the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) shall be the recognized Pension Plan for members of PSSP.
  - (b) A Member who holds certification as a teacher shall become and remain a Member of the Ontario Teachers' Pension Plan (T.P.P.).

- 39.02 Effective January 1, 1988, Members who are part-time shall be given the option of joining the O.M.E.R.S. Basic Pension Plan (future service) consistent with the provisions of the *Ontario Pension Benefits Act* and O.M.E.R.S.
- 39.03 The Board shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Member and Board pension contributions as required.
- 39.04 Effective one month from the date of ratification of this Agreement, Members who are part-time shall be given the option of joining the O.M.E.R.S. Basic Pension Plan (future service) consistent with the provisions of the *Ontario Pension Benefits Act* and O.M.E.R.S.

#### **L 40.00 - INSURED EMPLOYEE BENEFITS**

- 40.01 Effective date of ratification, the Board agrees to contribute to the plan for benefits as provided by the carrier as set out including the execution of appropriate payroll deductions for the employer's share in premiums for those Members who elect to participate in the coverages identified as per Central Agreement Employee Life and Health Trust.
- 40.02 The Optional Dependent's Group Life Insurance will be increased for those Members who are presently covered to provide - \$25,000 - spouse; \$10,000 - each dependent child. The Member shall pay the full premium cost for such coverage.
- 40.03 The full amount of the E.I. Rebate shall accrue to the credit of the Board as in the past.
- 40.04 **Long Term Disability Plan**
- (a) The Board shall continue to make payroll deductions for those Members who have elected at their own expense to contribute the premium cost for Long Term Disability insurance coverage. Members who are scheduled to work half time or greater will be eligible for long term disability coverage.
  - (b) It shall be a condition of employment that all new Members hired on and after the selection of a new Long Term Disability Plan to become and remain Members of that long term disability plan.
  - (c) Once a new long term disability plan is selected, there shall be an open enrolment within three (3) months of the selection of the plan whereby Members shall be allowed to join the LTD Plan.
  - (d) Once a new long term disability plan is selected, the President of the Bargaining Unit and the Manager, Labour Relations or designate, will meet to agree upon the Board's responsibilities with respect to the administration of the Plan.

## **L 41.00 – COLLECTIVE AGREEMENT**

- 41.01 The Board shall post a signed copy of this collective agreement on the employee web portal.
- 41.02 The Board shall inform new Members on how to locate a current copy of the collective agreement on the employee web portal.

## **L 42.00 – LABOUR RELATIONS**

- 42.01 Matters of concern may be discussed as part of the regular labour relations meetings of the Board and District 21, O.S.S.T.F - PSSP.
- 42.02 A Bargaining Unit Labour Relations Committee, consisting of up to three (3) Members appointed by the Bargaining Unit, and three (3) representatives of the Board, one of which will be the Manager, Labour Relations or designate shall meet with the Superintendent of Student Achievement or designate, to discuss issues pertaining only to this Bargaining Unit. Such meetings shall occur once a month or within ten (10) days of being called by either party of this agreement.
- 42.03 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 day to day work of the Members, their workplace environment, colleagues and supervisors.

## **L 43.00 – ADEQUATE SPACE, EQUIPMENT, SUPPLIES AND TRAINING**

- 43.01 The Board shall make every effort to provide adequate space and privacy to enable Members to perform their duties.
- 43.02
  - a) In consultation with the Member's appropriate immediate manager, the Member shall be permitted, upon their request, to complete their work from their home one (1) day per month. Permission to do so shall not be unreasonably withheld.
  - b) Notwithstanding 43.02 a), a Member may be required to report to a work location at the request of their appropriate immediate Manager.

### **43.03 Work Space**

A letter will be sent out by the Superintendent of Student Achievement at the beginning of each school year outlining recommendations for work space in each school for bargaining unit Members, for the purposes of carrying out confidential job related duties. Such recommendations to be jointly developed by the Superintendent of Student Achievement and the Bargaining Unit President or designate. If the recommendations cannot be implemented and a solution is not forthcoming after consultation between the Principal/Vice-Principal and the Member, then the bargaining unit Member will inform their Manager and the Union.

#### **L 44.00 – INCLEMENT WEATHER**

- 44.01 Members shall follow the procedures outlined in the Board Policy “Inclement Weather”.
- 44.02 Any absence from work by a Member who follows the procedure in the policy shall be without loss of salary.

#### **L 45.00 – METHOD OF PAYMENT**

- 45.01 PSSP Members will be paid bi-weekly, every other Thursday.
- 45.02 The Board shall transmit the salaries to the Bank or Financial Institution of the Member’s choice so that the funds are available on the appropriate pay date. A statement of payment shall be provided to the Member at their work location.
- 45.03 Members shall be paid according to Schedule “A” – Wages, which forms part of this agreement.
- 45.04 Record of Employment for EI Reporting for Salaried Members
  - i. For the purpose of reporting hours worked by salaried Members for Employment Insurance, the employer shall record each full workday as seven (7) hours worked.

#### **L 46.00 – REIMBURSEMENT**

- 46.01 The Board shall pay to each PSSP Member who is authorized to use a vehicle on approved Board business mileage reimbursement in accordance with Board policy.
- 46.02 The Board shall reimburse Members for reasonable approved expenses incurred while on Board business in accordance with Board Policy.

#### **L 47.00 – DEFINITIONS**

- 47.01 “Board” means the Hamilton-Wentworth District School Board.
- 47.02 “Director” means the Board’s Director of Education.
- 47.03 “Superintendent” means such Superintendent as may from time to time be assigned.
- 47.04 “Manager” means such Manager/Assistant Manager/Team Lead of a particular team who has been assigned. Wherever the reference to Manager is used in this collective agreement, it shall be deemed to mean The School Principal for the position of Kinesiologist.
- 47.05 “O.S.S.T.F.” means the Ontario Secondary School Teacher’s Federation.

- 47.06 "Position" shall mean the job of a member of the Bargaining Unit, which shall be one of the following: Psychoeducational Consultant, Psychologist, Social Worker, Speech-Language Pathologist, Kinesiologist or Board Certified Behaviour Analysts.
- 47.07 (a) "Assignment" shall mean the work distribution to a Member holding a position.
- (b) "System Assignment" shall mean an assignment requiring specific and identified knowledge and/or experience. These may be 0.5 FTE or 1.0 FTE. The successful Member will be selected by an interview.
- (c) "Portfolio" shall mean up to a 0.2 FTE portion of a 1.0 FTE assignment and will have specific and identified responsibilities as agreed to by the union and the Board.
- 47.08 (a) Full-time Member means a person who is a Member of the bargaining unit who works regularly 35 hours per week.
- (b) Part-time Member means a person who is a Member of the bargaining unit who works regularly less than 35 hours per week.
- (c) Permanent means the permanent staff of the Board and includes both probationary and permanent Members.
- (d) Casual Member means a person hired for a time limited (120 days or less) and defined assignment.
- (e) Member and employee are used interchangeably within this document.
- (f) Team means Members that report to the same Manager.
- 47.09 When a Member is absent on an unpaid leave of absence, is hired during the course of the work year or retires, resigns or is terminated, the daily rate shall be calculated by dividing the annual salary by 194 work days.

#### **L 48.00 – AMENDMENTS**

- 48.01 Amendments to the provisions herein shall be made only by mutual consent of the parties.
- 48.02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of the 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 required by the legislation. The remaining provisions of the Collective Agreement shall continue in effect for the duration of the Agreement.
- 48.03 All appendices shall form part of this agreement.



## **L 49.00 – PART-TIME EMPLOYMENT**

- 49.01 (a) A written request by a full-time Member to work part-time on a permanent basis may be granted by the Board. Such written request will be submitted to the appropriate immediate Manager by March 31st. If approved, the full-time equivalency of the Member will be reduced to half-time (0.5 FTE) only.
- (b) Part-time assignments other than 0.5 FTE will only be considered for a period no more than two (2) school years and will begin once the vacant position can be filled and maintained on a temporary basis. In the event of a subsequent vacancy, the original Member who requested the change will assume the full-time position until the vacancy is filled and maintained unless the Superintendent of Student Achievement uses their discretion otherwise.
- 49.02 Members who work part-time shall accrue seniority as per Article 30.04.
- 49.03 The salary and the Board's contribution to the premium cost of Members benefits shall be prorated in the same proportion that the part-time employment bears to full-time employment.

## **L 50.00 – JOB SHARING**

- 50.01 The Board may consider a request from two Members from the same job classification to participate in a "job sharing" arrangement in accordance with the terms and conditions outlined in this Article.
- 50.02 The "job sharing" arrangement shall include the opportunity for two [2] permanent bargaining unit Members from the same job classification to share a 1.0 and 0.5 assignment such that the total time worked by the two [2] Members will not exceed 1.5 FTE. The two staff may be allowed to share assignments for a period not to exceed one [1] consecutive school year [ten consecutive months].
- 50.03 A written application by the two [2] Members requesting a job sharing arrangement [exclusive of system assignments] shall be submitted to the Member's appropriate immediate Manager(s), with a copy to the Superintendent of Student Achievement as applicable and the Human Resource Staffing Officer, no later than March 31<sup>st</sup> for the leave to commence for the following school year.

The application shall indicate:

- (a) the name of the Members
  - (b) the present assignments held
  - (c) the two assignments involved
  - (d) the start and end date of the job sharing arrangement
- 50.04 The Superintendent of Student Achievement or designate shall notify the Members and the President of the Bargaining Unit, in writing, by the end of the assignment process of the Board's decision. The Superintendent's decision shall be final and binding.

- 50.05 The salary, sick leave, Member benefits shall be pro-rated in the same proportion that the job sharing arrangement bears to a full-time equivalent.
- 50.06 At the end of the job sharing period, the Members shall return, subject to Article 32 – Layoff and Recall, to the FTE held immediately prior to the start of such period.
- 50.07 The job sharing arrangement may be terminated with twenty [20] calendar days' notice at the discretion of the Superintendent of Student Achievement who shall provide a reason.

#### **L51.00 – BOARD CERTIFIED BEHAVIOUR ANALYSTS**

- 51.01 a. The following Articles are not applicable to Board Certified Behaviour Analysts
- Article L47.07 b) & c) – Definitions
  - Article L49.0 – Part-Time Employment
  - Article L50.0 – Job Sharing
- b. Work Year  
The work year for Board Certified Behaviour Analysts shall be ten (10) months (September to June) plus up to ten (10) days in the months of July or August as determined, through consultation between the Board and the Union, based on operational needs. Reasonable notice shall be provided when scheduling work in July and August. Where in-service during July and August is required, the Board will endeavour to schedule the work in an equitable manner.
- c. The additional days required shall about the end of the current school year and/or beginning of the next school year. Members shall be notified no later than April 15th to confirm the additional 10 days. Schedule is subject to change based on the final approved school year calendar.
- d. Grid Placement  
New Members will be hired at Step 0 on the salary grid unless they have provided evidence of previous experience which is approved by the Board for step placement. The above supporting documentation must be provided within three (3) months from the date of the commencement of employment. If the Member does not meet the applicable required timeline, the Member's salary will not be adjusted until the following September.
- Experience is deemed to mean, experience obtained subsequent to completion of professional training required to attain the Board Certified Behaviour Analyst certification in a directly related field.

#### **L 52.00 – PROFESSIONAL DEVELOPMENT**

- 52.01 Professional development requirements will be reviewed annually by the immediate appropriate Manager with input from the department staff to align with the Board's annual operating plan.

**L 53.00 – TERM OF THE AGREEMENT**

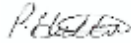
53.01 This Agreement shall remain in force from September 1, 2019 until August 31, 2022 in accordance with the School Boards Collective Bargaining Act, 2014 and the Labour Relations Act, 1995.

Dated at Hamilton, Ontario this 23rd day of June, 2020.

ON BEHALF OF  
THE HAMILTON-WENTWORTH  
DISTRICT SCHOOL BOARD



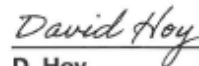
**J. Nunn**  
Superintendent of Human Resource Services



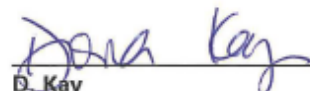
**P. Hutton**  
Manager, Labour Relations



**S. Stephanian**  
Superintendent of Student Achievement,  
Equity and Well-Being



**D. Hoy**  
Manager Social Work Services/Mental  
Health Lead



**D. Kay**  
Labour Relations Officer

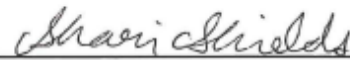


**D. Meville**  
Human Resource Staffing Officer

ON BEHALF OF  
OSSTF DISTRICT 21  
PROFESSIONAL STUDENT SERVICES  
PERSONNEL BARGAINING UNIT



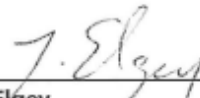
**L. Moore**  
President



**S. Shields**  
Chief Negotiator



**D. Vella-Carrozza**  
Vice-President



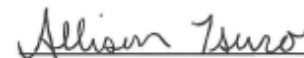
**T. Elgey**  
CBC Social Work Representative



**M. Knott**  
CBC Speech Pathologists  
Representative



**Dr. R. Ferguson**  
CBC Psychoeducational Consultant  
Representative



**A. Tsuro**  
CBC Board Certified Behaviour  
Analyst Representative

## SCHEDULE "A" – WAGES

- A.1 (a) The work year for all PSSP Members shall be ten (10) months – September to June.
- (b) The standard work week for all PSSP Members shall be thirty-five (35) hours exclusive of a one hour lunch period from Monday to Friday inclusive. With the prior approval of the appropriate immediate Member's Manager, a Member's work hours may be periodically "flexed".
- (c) Where the appropriate immediate Manager requires or authorizes a Member to work outside of the normal scheduled work year (i.e. July or August or other scheduled break periods), the Member shall receive time off equivalent to the time worked. Time off shall be scheduled at a mutually agreeable time with the appropriate immediate Manager.
- (d) Where the appropriate immediate Manager requires or authorizes work beyond the regular working hours, the Member shall receive time off equivalent to the time worked. No more than two (2) days can be banked at any time. There shall be no carry forward beyond the current school year. Time off shall be scheduled at a mutually agreeable time between the Member and with the appropriate immediate Manager and will not be unreasonably withheld.
- A.2 A PSSP Member shall be placed on the salary grid in accordance with the Member's qualifications and length of professional experience related to Professional Student Services work since university graduation.
- A.3 The salary of a part-time PSSP Member shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.
- A.4 **Qualifications:**
- (a) A PSSP member who attains a Master's Degree will be placed on the salary grid if that degree is recognized by the College as being equivalent to the profession to which the person is being hired.
- (b) A PSSP member who at the time of signing this Collective Agreement was placed on the Salary Grid at the Master's Level and whose degree would not be deemed equivalent by the College will be grandparented.
- (c) **Required Qualifications**  
During the lifetime of the Collective Agreement the Board agrees for current Members on staff as of date of ratification, should the Board alter the qualifications required to perform the duties of the job, existing Member shall be grandparented and not subject to any alterations in qualifications.
- A.5 A PSSP Member, exclusive of the Psychologist, who holds a Ph.D. degree and the Degree is recognized by the College as being equivalent to the profession to which the person was hired shall receive a post graduate degree allowance per annum (see below). This allowance shall be paid effective from the first day of the month following registration of the degree with the Board.

Effective September 1, 2019	\$1,224.12 per annum
Effective September 1, 2020	\$1,236.36 per annum
Effective September 1, 2021	\$1,248.72 per annum

A.6 (a) To allow for an additional year of experience, a Member shall advance on the salary grid in September if the employee has performed professional duties sixty per cent (60%) or more of the previous school year (6 months or more of employment service).

(b) The period of statutory leave of absence for Pregnancy or Parental purposes shall be deemed to be employment service under this schedule.

A.7 (a) A casual Member is a person hired for a time limited and defined task in order to:

- (i) assist with Board Wide Screening
- (ii) provide assessments in Speech-Language and Psychology Disciplines or overload assistance.

(b) Effective first of the month following date of ratification the rates of pay for casual Members shall be:

(i) Assisting with Board Wide Screening

Effective September 1, 2019	\$142.10 per day
Effective September 1, 2020	\$143.52 per day
Effective September 1, 2021	\$144.95 per day

(ii) Providing Assessments and Overload Assistance Minimum of the Salary Grade depending upon the employee's qualifications.

The above rates include vacation pay and statutory holiday pay.

(c) A casual Member shall not be covered by the terms of this Collective Agreement other than section A.7 of this Schedule and Article 4 – Union Dues.

A.8 The salary grids for Members of the bargaining unit shall be as follows:

Bachelor of Social Work

Grid Step	Sept 1/19	Sept 1/20	Sept 1/21
0.00	67,950	68,629	69,316
1.00	69,676	70,373	71,076
2.00	71,402	72,116	72,837
3.00	73,126	73,857	74,596
4.00	74,207	74,949	75,698
5.00	76,582	77,348	78,122
6.00	78,309	79,092	79,883

7.00	80,036	80,837	81,645
8.00	81,766	82,583	83,409
9.00	83,494	84,329	85,172
10.00	85,222	86,074	86,935

Kinesiologist

Grid Step	Sept 1/19	Sept 1/20	Sept 1/21
0.00	52,509	53,034	53,564
1.00	55,256	55,809	56,367
2.00	58,005	58,585	59,171
3.00	60,756	61,363	61,977

Social Work/Speech Language Pathologist/Psychoeducational Consultant

Grid Step	Sept 1/19	Sept 1/20	Sept 1/21
0.00	73,161	73,892	74,631
1.00	75,215	75,967	76,727
2.00	77,267	78,039	78,820
3.00	79,322	80,115	80,916
4.00	81,374	82,188	83,010
5.00	83,429	84,263	85,105
6.00	85,483	86,338	87,201
7.00	87,830	88,708	89,596
8.00	90,177	91,079	91,990
9.00	92,527	93,452	94,386
10.00	94,872	95,821	96,779

Psychologist

Grid Step	Sept 1/19	Sept 1/20	Sept 1/21
0.00	81,434	82,248	83,071
1.00	83,164	83,996	84,836
2.00	84,891	85,740	86,597
3.00	86,617	87,483	88,358
4.00	88,346	89,230	90,122
5.00	90,074	90,975	91,885
6.00	91,799	92,717	93,645
7.00	93,528	94,463	95,407
8.00	95,255	96,207	97,169
9.00	96,982	97,952	98,931
10.00	98,709	99,696	100,693

Board Certified Behaviour Analysts

Grid Step	Sept 1/19	Sept 1/20	Sept 1/21
0.00	73,161	73,893	74,632
1.00	75,216	75,968	76,728
2.00	77,267	78,040	78,820
3.00	79,322	80,116	80,917
4.00	81,375	82,188	83,010
5.00	83,429	84,263	85,106
6.00	85,483	86,338	87,202
7.00	87,831	88,709	89,596
8.00	90,178	91,080	91,990
9.00	92,527	93,452	94,387
10.00	94,872	95,821	96,779
Allowances	Sept 1/19	Sept 1/20	Sept 1/21
TRVL * Refer to A.10	256.81/year	259.38/year	261.97/year

A.9 All grid rates indicated in Schedule A include vacation pay and statutory holiday pay.

A.10 The Board shall provide a \$25 monthly subsidy for employment-related expenses except as provided for under Board policy/procedure. The monthly subsidy of a part-time PSSP Member shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.

## SCHEDULE "B" – TEMPORARY MEMBERS

B.1 A temporary Member means a member of the bargaining unit hired to replace Members who are absent or to fill temporary assignments for a maximum period of two school years.

B.2 A temporary Member shall be placed on the salary grid for the position as outlined in Schedule A of this collective agreement. A temporary employee working less than full-time shall be paid an amount pro-rated to time worked.

B.3 (a) A temporary Member who is hired for four (4) months or more of continuous employment shall receive:

Effective September 1, 2019	\$75.75
Effective September 1, 2020	\$76.51
Effective September 1, 2021	\$77.27

per employment month worked in lieu of benefits. Such benefit payment shall be paid in equal installments on each pay cheque.

(b) A temporary Member working less than full time shall be entitled to the benefit amount pro-rated to time worked.

(c) For the purposes of clause B.3 (a) a natural school break does not count as a break in continuous employment.

B.4 A Temporary Member, after one year of continuous employment, shall be eligible for insured employee benefits in accordance with Article 40 - Insured Employee Benefits. If the Temporary Member enrolls in the Benefits provided under Article 40 the Temporary Member is no longer eligible for the payment under clause B.3 (a).

B.5 After six (6) months of service, where there has not been a break of more than five (5) consecutive working days, a Temporary Member who is hired to a full time assignment shall be entitled to two (2) days of sick leave credit per consecutive month of employment for reasons of personal illness or injury. Such sick leave shall be cumulative to the end of the assignment. A Temporary Member who works less than full time shall receive such sick days pro-rated to time worked.

B.6 A Temporary Member who continues employment with the Board following completion of a temporary assignment(s) equivalent to three (3) school years without an intervening break in employment shall be appointed to the probationary staff.

B.7 (i) As of December 31, 1997 service for temporary Members on the Temporary Service List is defined as the number of months worked in such position as determined by the predecessor Boards as of December 31, 1997.

(ii) The calculation for service for Temporary Members after December 31, 1997 shall be for time worked in positions in this Bargaining Unit.

(iii) In order to receive service credit for the month a Temporary Member must be on the active payroll prior to the fifteenth (15<sup>th</sup>) of the month. If a Temporary Member



leaves during the month, service credit will be granted for those months where the Member leaves the assignment on and after the 16<sup>th</sup> of the month.

- B.8 (i) The Board shall establish a service list for Temporary Members by months worked showing each Member's name and last date of appointment to the temporary staff.
- (ii) Such service list shall be arranged from the Member with the most service to the Member with the least service.
- (iii) Such list shall be brought up to date and sent to the President of the Bargaining Unit in January of each year.
- (iv) In compiling the Temporary Member service list, all ties shall be broken through a system of lot mutually agreed to by the Board and the Union.
- B.9 The following articles of this Collective Agreement do not apply to Temporary Members:

Article 11	Contracting Out
Article 16	Personal Leaves of Absence
Article 17	Voluntary Partial Leave of Absence
Article 19	Paternal Leave
Article 22	Extended Parental Leave
Article 23	Deferred Salary Leave Plan
Article 29	Probationary Period
Article 30	Seniority
Article 31	Persons/Positions Outside the Bargaining Unit
Article 36	Sick Leave
Article 37	Members on Medical Leaves of Absence
Article 39	Pension Plan
Article 41	Collective Agreement
Article 49	Part Time Employment
Letter of Agreement	Job Security

## APPENDIX “A” – SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFIT (SEB) PLAN

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. The following groups of Members are covered by the Plan:
  - Social Workers
  - Psychoeducational Consultants
  - Psychologists
  - Speech-Language Pathologists
  - Kinesiologists
  - Board Certified Behaviour Analysts
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB are:
  - (i) The Member 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 Member on a form provided by the Employer and the Member 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 Member’s normal work period. A Member 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. Members 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. Members 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 Member’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 Members will not exceed 100% of the Member’s normal weekly earnings.
  - (b) The Board shall provide for Members on pregnancy or parental leave a supplementary employment insurance benefit plan. The Plan will pay 100% of the Member’s normal weekly earnings during the mandatory two-week waiting period for employment insurance payments/parental benefits.

- (c) The Board will provide a top-up to 100% of the Member's normal salary for up to six (6) weeks of pregnancy leave immediately following (b) above and additional supplement to be the equivalent of 100% of one week of the member's salary.
  - (d) A Member who is eligible for E.I benefits may only use the provisions of b) and c) above. Only a Member who is not eligible for E.I. benefits and who provides approved medical documentation for the need may use sick leave credits. A Member may only access the number of sick day credits available to them under the Board's sick leave plan.
- 8. The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.
  - 9. 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.
  - 10. The Member must provide the Employer with the proof that the Member is getting E.I. benefits or that the Member is not getting benefits for reasons specified in the Plan.
  - 11. The Employer will use the E.I. receipt of the Member to verify the Member is receiving E.I. benefits or other earnings.

#### **LETTER OF AGREEMENT #1 Re: Job Security**

The Board agrees from date of ratification until August 31, 2017, no bargaining unit Member employed on permanent staff as of date of ratification shall be laid off as a result of the Board downsizing its operations.

#### **LETTER OF AGREEMENT #2 RE: Home Visits**

The Board and Union agree to meet, no later than December 31, 2020, to discuss Home Visits for PSSP employees. The Union will be given an opportunity to provide input into the guidelines for Home Visits.

Any extension to the above timelines shall be done by mutual agreement.

#### **LETTER OF AGREEMENT #3 RE: Employee Performance Appraisals**

The Board and the Union will meet no later than November 1, 2020, to discuss the Employee Performance Appraisal Process for PSSP Members. The Union will be given an opportunity to provide feedback into the appraisal prior to implementation.

**LETTER OF AGREEMENT #4 RE: Pay Equity**

The Board and Union agree to the following, no later than December 31, 2020, to establish a process for Pay Equity.

Any extension to the above timelines shall be done by mutual agreement.

**LETTER OF AGREEMENT #5 RE: Assignment Adjustments**

The Board and Union agree to meet, no later than December 31, 2020, to discuss approach to annual adjustment to assignments. The committee will bring recommendations to the Superintendents of Student Achievement by March 1, 2021.