

# **COLLECTIVE AGREEMENT**

**Between**

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
(hereinafter called "THE BOARD")

**and**

**THE PROFESSIONAL STUDENT SERVICES PERSONNEL**  
(hereinafter called "THE P.S.S.P.")

**Represented by**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

**EFFECTIVE PERIOD: September 1, 2014 to August 31, 2017**

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## **PART A-CENTRAL AGREEMENT**

### **C1.0 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)**

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

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

#### *C1.2 Implementation*

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

#### *C1.3 Parties*

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

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

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

### **C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)**

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

a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

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

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

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

a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *School Boards Collective Bargaining Act*, and *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
  - i) within 90 (ninety) days of the expiry of the collective agreement; or
  - i) within such greater period agreed upon by the parties; or

iii) within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

### C3.0 DEFINITIONS

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

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

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

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

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

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

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

C3.4 “Casual Employee” means,

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

- C3.5 "Term Assignment" means, in relation to an employee,
- i) a term assignment within the meaning of the local collective agreement, or
  - ii) where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

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

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

## **C5.0 CENTRAL GRIEVANCE PROCESS**

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

### **C5.01 Definitions**

- i) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- ii) The "Central Parties" shall be defined as the employer bargaining agency, comprised of: the Ontario Public School Boards' Association (OPSBA),

l'Association des conseils scolaires des écoles publiques de Ontario (ACÉPO), l'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC), Ontario Catholic School Trustees' Association (OCSTA), hereinafter the Council of Trustees' Associations (the "Council"), and the Ontario Secondary School Teachers' Federation, OSSTF/FEESO.

- iii) The "Local Parties" shall be defined as the Board or the local OSSTF/ FEESO bargaining unit party to a collective agreement.
- iv) "Days" shall mean regular school days.

#### C5.1 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.

C5.2 French language

- a) 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.
- b) 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.

C5.3 The 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.

C5.4 Referral to the Committee:

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



**C5.5 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.

**C5.6 Selection of the Arbitrator:**

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

## **C6.0 EXTENDED MANDATORY ENROLLMENT IN OMERS (for employees not currently enrolled)**

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

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

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

## **C7.0 SPECIALIZED JOB CLASSES**

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

## **C8.0 WORK YEAR**

C8.1 The fulltime work year for all employees' employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

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

- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.
- d) If an Employee is 61 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

## **C10.0 BENEFITS**

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

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

Post Participation Date, the following shall apply:

### **C10.1 Funding**

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

### **C10.2 Cost Sharing**

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

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

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

**C10.4** Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

## **C11.0 STATUTORY LEAVES OF ABSENCE/SEB**

### **C11.1 Family Medical Leave or Critically Ill Child Care Leave**

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

## Supplemental Employment Benefits (SEB)

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

## **C12.0 SICK LEAVE**

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

#### a) Sick Leave Benefit Plan

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

#### b) Sick Leave Days

Subject to paragraphs C12 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 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 C12 above, will be provided on the first day of each school year, subject to the restrictions outlined in C12 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 (b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv) Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v) A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

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

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

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

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

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

g) Administration

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

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

## **C13.0 MINISTRY INITIATIVES**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

### **B. Other Retirement Gratuities**

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





# MEDICAL CERTIFICATE

**CONFIDENTIAL**

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

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

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

<b>Employee Name:</b> (Please print)		<b>Employee Signature:</b>	
<b>Employee ID:</b>		<b>Telephone No:</b>	
<b>Employee Address:</b>		<b>Work Location:</b>	
<b>1. Health Care Professional: The following information should be completed by the Health Care Professional</b>			
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. <b>Complete section 2 (A &amp; B) &amp; 3</b>			
<input type="checkbox"/> 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. <b>Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.</b>			
First Day of Absence: _____		General Nature of Illness ( <i>please do not include diagnosis</i> ): _____	
Date of Assessment: dd    mm    yyyy			
<b>2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.</b>			
<b>PHYSICAL (if applicable)</b>			
<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>please specify</i> ): <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <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 _____ Ability to drive car _____ <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No



## MEDICAL CERTIFICATE

**CONFIDENTIAL**

<b>2B: COGNITIVE (please complete all that is applicable)</b>			
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do)</b> for all medical conditions:			
<b>3: Health Care Professional to complete.</b>			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: <b>dd</b> <b>mm</b> <b>yyyy</b>			

**Completing Health Care Professional Name:**  
(Please Print)

**Date:**

**Telephone Number:**

**Fax Number:**

**Signature:**

It is the policy of the Greater Essex County District School Board to collect, use, retain and disclose personal information in the course of meeting its statutory duties and responsibilities. The Greater Essex County District School Board is committed to the protection of privacy and complies with all applicable provisions in the Education Act, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Personal Health Information Protection Act (PHIPA), and any other applicable legislation.

**PLEASE RETURN THE COMPLETED FORM TO OUR CONFIDENTIAL FAX NUMBER at FAX #: (519)-255-3207**

# LETTER OF AGREEMENT #1

## BETWEEN

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

## AND

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

## RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

## LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

**The Crown/Couronne**

**RE: Benefits**

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

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

The parties to this LOA agree to comply with the Trust's requirements. The provisions of the agreement between OSSTF-EW and OSSTF shall be reflected in the OSSTF trust participation agreement. The provisions contained herein shall be applicable to OSSTF-EW within the Trust. The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than August 31, 2017 and may vary by Board.

### **1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

- a) Provide education workers access to the same plan as that of the teacher's plan.
- b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

## **2.0.0 ELIGIBILITY and COVERAGE**

2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the “Board(s)” benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

## **3.0.0 FUNDING**

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

3.1.1 The Government of Ontario will provide:

a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.

b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province’s transfer payment and accountability requirements.

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

3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned

defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

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

b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs and casual employee costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.

- ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- iii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.

- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,
  - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
 If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- l. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the OSSTF Provincial Office.
- m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.



- n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

#### **4.0.0 TRANSITION COMMITTEE**

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

#### **5.0.0 PAYMENTS**

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

#### **6.0.0 ENROLMENT**

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

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

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

#### **8.0.0 CLAIMS SUPPORT**

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

#### **9.0.0 PRIVACY**

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

## **Appendix A – HRIS File**

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

- a) complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
  - i) names;
  - ii) benefit classes;
  - iii) plan or billing division;
  - iv) location;
  - v) identifier;
  - vi) date of hire;
  - vii) date of birth;
  - viii) gender;
  - ix) default coverage (single/couple/family).
- b) estimated return to work dates;
- c) benefit claims history as required by the Trustees;
- d) list of approved pre-authorizations and pre-determinations;
- e) list of approved claim exceptions;
- f) list of large amount claims based on the information requirements of the Trustees;
- g) list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

## LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

**The Crown/Couronne**

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

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

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

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

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

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

## **LETTER OF AGREEMENT #4**

### **BETWEEN**

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

### **AND**

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

### **RE: Job Security**

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

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

4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of central ratification.
5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2017.

## LETTER OF AGREEMENT #5

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

### **RE: Early Childhood Educators Work Group**

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

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

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

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

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

## **LETTER OF AGREEMENT #6**

**BETWEEN**

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

**BETWEEN**

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

**AND**

**The Crown/Couronne**

### **Re: Provincial Health and Safety Working Group**

The parties agree to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

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

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015. OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.

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



## LETTER OF AGREEMENT #7

### BETWEEN

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

### AND

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

### RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced. For employees who work a ten (10) month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year; that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016 and 2016-2017 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

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

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

This Letter of Agreement expires on August 30, 2017.

# LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

**RE: Status Quo Central Items**

## Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Allowances
2. Work Week
3. Paid Vacation
4. Statutory Holidays
5. Premiums
6. Staffing Levels
7. Professional Judgment and Reporting
8. ECE Preparation Time

# LETTER OF AGREEMENT #9

## BETWEEN

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

## AND

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

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

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

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

##### Definitions

a) "casual employee" means,

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

b) "term assignment" means, in relation to an employee,

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

##### Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

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

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

- i) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- ii) A SEB Plan with existing superior entitlements;
  - i. 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 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 Local Agreement L27- Retirement Gratuity.

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.

## LETTER OF AGREEMENT #10

### BETWEEN

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

### AND

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

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

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

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

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

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

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



## **LETTER OF AGREEMENT #11**

### **BETWEEN**

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

### **AND**

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

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

The parties confirm that should there be an additional PA Day beyond the current six (6) PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as Sulp days.

## **LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

## **LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

### **RE: Violence Prevention Training**

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

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

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

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

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

## **APPENDIX II TO OSSTF/FEESO MOS**

Memoranda of Agreement that are expressly outside the collective agreement

### **MEMORANDUM #1**

#### **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: Ministry/School Board Initiatives**

The parties agree that OSSTF/FEESO will participate in informing the development of the Ministry of Education PPM regarding Ministry/School Board initiatives. As appropriate, the development of the PPM will include consideration of concepts that reflect various roles, needs and concerns of education workers.

## **PART B- LOCAL AGREEMENT**

### **L1 - PURPOSE AND SCOPE**

- L1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) with respect to the Professional Student Services Personnel (P.S.S.P.), including Psychologists, Psychoeducational Consultants, Psychological Associates, Social Workers/Attendance Counsellors, Speech-Language Pathologists, and Communicative Disorders Assistants (including Speech Language Assistants), Change Your Future Counsellors, Re-engagement Attendance Counsellors, and **First Nations Metis Inuit Student Support Workers (formally known as the Aboriginal Leadership Counselor)**. **Permanent and temporary employees** in the above-noted positions, will also be covered by this Collective Agreement.
- L1.02 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide **process** for the settlement of all matters in dispute between the parties that arise out of this Agreement. The Board recognizes the professional qualifications that **employees** of this bargaining unit may hold.
- L1.03 No persons paid or unpaid shall perform work of the bargaining unit. If temporary money is made available through grants, and restrictions only allow the use of community agencies, a protocol will be established in writing by the parties at a **Joint Union Management** meeting. Such protocol will be developed as early as possible while respecting timelines associated with the grant. Notwithstanding the above, the role of supervisors and practicum students may continue as performed since **January 1, 2015** to ratification.

### **L2 - RECOGNITION**

- L2.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to negotiate on behalf of the P.S.S.P. as defined in Section 1.01 employed by the Greater Essex County District School Board.
- L2.02 The Board recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.03 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L2.04 The Board recognizes the right of the P.S.S.P. Bargaining Unit to have O.S.S.T.F. and District 9 officers and/or legal counsel present during any

meetings with Board representatives when the conduct or competence of a member is being investigated and will not be denied on matters relating to the Collective Agreement.

- L2.05 (a) The Board and its representatives, including supervisors, further recognizes its obligation to advise an employee of the right to a Bargaining Unit representative as outlined in Article 2.04 at a meeting when potential discipline, discharge, competence or conduct of an employee is being discussed. This notification will occur prior to the meeting, **which will be scheduled at a mutually agreed upon time. This will give** the employee sufficient time to arrange for the Union to have a representative present.
- (b) Pursuant to Articles 2.04 and 2.05 (a), at the time such meeting is arranged by the Board the supervisor will advise the employee the specific reason for the meeting.
- L2.06 P.S.S.P. shall be allowed to communicate with its membership using the Board's internal mail service, telephone, fax and e-mail.
- L2.07 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.08 The Code of Ethics recognized by the Board and the Bargaining Unit shall be the Code of Ethics of the College of Psychologists of Ontario, the Code of Ethics of the College of Audiologists and Speech-Language Pathologists of Ontario, Code of Ethics of the Ontario College of Social Workers and Social Service Workers, and the Code of Ethics of the Ontario Association of Counselling and Attendance Services currently in effect.

### **L3 - MANAGEMENT RIGHTS**

- L3.01 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide and manage schools and operations under its jurisdiction. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its employees as granted and preserved in this Agreement.
- L3.02 O.S.S.T.F. further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by a permanent seniority employee that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article 10.

- L3.03 The Board agrees to receive and consider input from the P.S.S.P. Bargaining Unit Executive prior to the implementation of changes, concerning policy and procedures, that may affect the working conditions of the employees. **There will be meaningful discussion of such changes prior to implementation at least fifteen (15) working days** prior to changes as noted above. **It is recognized by the parties that there may be circumstances beyond the Board's control where the timelines cannot be met. Such circumstances will be shared with the P.S.S.P. President or Designate in a timely manner.**
- L3.04 If changes in staff complement are anticipated, the Joint Union/Management Committee will receive and consider input prior to implementation. Notification of such changes will be provided in writing to the P.S.S.P. President. **There will be meaningful discussion and input will be considered at least fifteen (15) working days** prior to changes as noted above. **It is recognized by the parties that there may be circumstances beyond the Board's control where the timelines cannot be met. Such circumstances will be shared with the P.S.S.P. President or Designate in a timely manner.**
- L3.05 Representatives of the School Board will support P.S.S.P. members in complying with professional ethics, professional standards and/or judgement. Issues arising from this clause shall be brought to the attention of the appropriate supervisor allowing the supervisor to address such matters with the parties concerned.

#### **L4 - NO DISCRIMINATION**

- L4.01 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of P.S.S.P. membership or activity, or as highlighted within the *Ontario Human Rights Code*, such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex **(including pregnancy and breast-feeding)**, sexual orientation, **gender identity, gender expression**, age, record of offences, marital status **(including single status)**, same sex partnership status, family status, or disability.
- L4.02 The Board and the Union agree that discrimination, harassment and objectionable behaviour are unacceptable and it is a joint responsibility to maintain a discrimination, harassment and objectionable behaviour free workplace.
- L4.03 For the purpose of this Article, all references can include discrimination, harassment, and/or objectionable behaviour whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations as per the current Board Policies on **Human Rights** and Objectionable Behaviour Prevention and Resolution. **No changes will be made to the**

**aforementioned Policies and Procedures without consultation with the P.S.S.P. President.**

**L4.04     An employee has the right to bring allegations of discrimination, harassment, and/or any concerns identified in Article 4 forward without reprisal or fear of reprisal. The parties recommend and encourage any employee who may have a harassment or discrimination complaint to bring such complaint forward.**

**L4.05     In recognizing the importance of a harassment/discrimination free environment, the employer will inform all temporary and permanent employees during their orientation session about Board Policies and Procedures with respect to harassment/discrimination.**

**L5 - UNION MEMBERSHIP AND CHECKOFF**

L5.01     All employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the ratification of this Agreement and shall remain Union members in good standing.

L5.02     Employees hired subsequent to the ratification of this Agreement shall become Union members as of the first day of work, as a condition of employment, and shall remain Union members in good standing.

L5.03     On each date the employee receives **their** pay deposit, the Board shall deduct from each employee, the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

L5.04     The O.S.S.T.F. dues deducted in accordance with 5.03 shall be remitted to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their identification numbers, the amounts deducted, and the number of days worked.

L5.05     Dues specified by the Bargaining Unit in accordance with 5.03, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F., District 9, no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their identification numbers, **pay number**, the amounts deducted, and **year to date amount**.



- L5.06 O.S.S.T.F. and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.
- L5.07 The Board agrees to provide District 9 O.S.S.T.F. and the District 9 P.S.S.P. President with a schedule listing members covered by this Agreement, complete with addresses, professional qualifications, categories and current salary levels. This list will be provided by October 15th of each year or as soon as possible in the school year. At the time of hiring of any member during the term of this Agreement, the Board shall provide the foregoing information to District 9. In the event of subsequent changes in any member's status, including, without restriction, resignation and termination, the Board shall immediately notify District 9 of such change.
- L5.08 The Board agrees to provide newly hired employees upon commencement of employment with a copy of the current collective agreement and to inform them of the name of the P.S.S.P. President.
- L5.09 When a Tentative Agreement is reached between the parties and for the purpose of ratification, the Board will supply the P.S.S.P. President with the required number of copies of the Tentative Agreement and an electronic copy of the Final Agreement will be **made available to staff on the intranet.**
- L5.10 **The Board shall electronically notify the P.S.S.P. President of notices that relate to this Article.**

## **L6 - UNION RELEASE TIME**

- L6.01 The Negotiating Committee of P.S.S.P. shall be released from their duties without loss of pay, benefits, sick leave credit, seniority, service or experience for the purpose of attending negotiations for the renewal of this Collective Agreement.
- L6.02 The Union will be billed for any replacement costs incurred to replace **employees** released for P.S.S.P. negotiations and/or Joint Union/ Management Committee meetings.
- L6.03 At the request of the President of P.S.S.P., and subject to the approval of the Superintendent of Special Education or designate, the Board may excuse from duty P.S.S.P. **employees** who may be required to be absent during working hours to carry out Union related business. Such leave shall be without loss of salary, sick leave, benefits or seniority. Such approval shall not be unreasonably withheld.

- L6.04 (a) The P.S.S.P. may have at its discretion the position of President, up to one **full time equivalent**, relieved from **their** duties as is approved by the membership.
- (i) **For release of half-time or less** P.S.S.P. will be billed **at Step 0 of the job classification of the President. P.S.S.P. shall only be billed if there is a replacement.**
  - (ii) **When the release is more than half-time**, P.S.S.P. shall be billed for any replacement costs incurred to replace the President **for the additional half-time equivalent.**
  - (iii) Best efforts will be made to fill the vacancy left by such leave. The President's workload assignment will be reduced to reflect the release time.
- (b) The timing of such release shall be at the discretion of the Bargaining Unit. Any meeting called outside the time release by the Board shall not impact on the available time-release of the President. When the P.S.S.P. President is relieved from duties as per Article 6.04 (a) all efforts will be made by the President to schedule union related business during these hours. The appropriate supervisor will be notified of any change in the President's schedule.
- (c) Notwithstanding Article 13.0 the employee(s) affected in Article 6.04 (a) will not lose salary, benefits, or seniority while fulfilling their Union duties.
- L6.05 An employee elected, hired or seconded to a position with O.S.S.T.F. provincially will be granted a leave of absence. The employee or the bargaining unit will renew this leave on an annual basis.

## **L7 - JOINT UNION/MANAGEMENT COMMITTEE**

- L7.01 The Board and the P.S.S.P. shall establish a Joint Union/Management for the purpose of considering matters pertaining to or arising out of this Agreement and any matter that affects union-management relations including staffing issues. Both parties shall make every effort to hold such meetings on a monthly basis. Requests for additional meetings shall **not be unreasonably denied by either party.**
- L7.02 Any matter which is of concern to either party to this Agreement may be the subject of discussion at regularly scheduled Joint Union/Management Committee meetings. The committee shall meet at the request of either party to discuss such matters.
- L7.03 Union release time for the Joint Union/Management Committee will be as specified in Article 6. The Joint Union/Management Committee meetings will be

held, whenever possible, after school hours at no cost to either party. **It is recognized that depending on the time of the Joint Union/Management meeting and the school location of the P.S.S.P. committee member, release time for travel will be provided when required.**

- L7.04 This committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and no matter which is the subject matter of the grievance or arbitration procedure shall in any event be the subject of discussion at a meeting of this committee. Exceptions may be made with mutual consent of both parties and any discussion will be without prejudice.
- L7.05 a) The designated Superintendent responsible for P.S.S.P. and the President of P.S.S.P. shall be in attendance **in person or by virtual means** for Joint Union/Management (JUM) meetings. Should either party be unavailable because of a situation beyond their control best efforts will be made to reschedule within two (2) weeks with the standing agenda items.
- b) **Other Superintendents or designates responsible for P.S.S.P. employees shall be in attendance in person or by virtual means when required in accordance with the agreed upon agenda.**
- L7.06 The President of the P.S.S.P. or designate and designated Superintendent responsible for P.S.S.P. or designate must submit detailed agenda items to the other party at least three full-working days prior to the scheduled meeting. If neither party submits agenda items by this time the meeting will be cancelled.

## **L8 – SENIORITY AND PROBATION**

- L8.01 Seniority shall mean an employee's length of continuous service with the Greater Essex County District School Board and its predecessor Boards.
- L8.02 (a) By January 31 of each year, the Board shall **in conjunction with the Bargaining Unit, have developed a list of all Bargaining Unit employees in order of their acquired seniority. This said list will be provided to the P.S.S.P. President.** The seniority lists will be determined in accordance with the provisions of this Article and shall be used for the purposes of determining layoffs, recalls **and any other relevant clauses found in this collective agreement.**
- (b) For seniority purposes only, employees shall be listed separately as follows:
- (i) Psychologists, Psychological Associates, and Psychoeducational Consultants
  - (ii) Social Workers/Attendance Counsellors

- (iii) Speech-Language Pathologists
- (iv) Communicative Disorders Assistants
- (v) Change Your Future Counsellors
- (vi) Re-engagement Attendance Counsellors
- (vii) First Nations Metis Inuit Student Support Workers**

**(c) The seniority of those P.S.S.P. employees who are less than full-time will be calculated as full-time.**

L8.03 An employee will be considered probationary and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for a period of ten (10) working months in a permanent vacancy in a classification covered by this Agreement. Seniority rights of employees shall be established after a probationary period of ten (10) months and shall date from the time any such employee first entered the employment of the Board or in the case of uninterrupted service in a predecessor Board.

L8.04 Probationary Employee

- (a) During the probationary period, a probationary employee shall be entitled to all rights and privileges of the Collective Agreement.
- (b) During the probationary period, the Board may discipline and discharge for a lesser standard of cause.
- (c) A letter will be submitted by the appropriate Supervisor and endorsed by the **appropriate** Superintendent to the Human Resources **Officer** acknowledging whether or not the probationary employee's performance during the probationary period has been acceptable.
- (d) Successful completion of the probation period shall be evidenced in writing by the Human Resources **Officer**.

L8.05 Temporary Employee

- (a) A "temporary employee" means an employee hired for a period not longer than ten (10) working months. Temporary assignments may be extended beyond ten (10) working months where such assignment is to replace an absent employee on an approved absence. If the position is extended beyond a ten (10) month period, such position shall be agreed upon at a Joint Union Management Committee meeting.
- (b) Temporary employees are members of the bargaining unit. All temporary employees shall be entitled to all rights and privileges of the Collective Agreement, **with the exception of seniority.**

- (c) If a temporary employee is hired into a permanent position by the Board, **their** time as a temporary employee will be credited towards **their** probationary period and towards seniority as long as the period is continuous and there is no interruption of service longer than 30 working days.
- L8.06
- (a) An employee on a paid or unpaid leave of absence is deemed to continue to accumulate seniority during that leave of absence.
  - (b) Where seniority is equal, in accordance with Section 8.01, the order of seniority shall be determined by the following criteria taken in order as follows:
    - (i) Total number of years employed by the former Board of Education for the City of Windsor or the former Essex County Board of Education;
    - (ii) If tied, then by chance **through a process administered by the P.S.S.P. President and the designated Human Resources Officer.**
    - (iii) **Employees who disagree with their seniority date or their ranking for a tied date will have thirty (30) working days in which to appeal their date. The employee may submit an appeal to the designated Human Resources Officer with a copy to the P.S.S.P. President. The employee will assume the responsibility for providing all relevant appropriate documentation to substantiate their appeal.**
- L8.07
- Seniority rights shall cease for any one of the following reasons when a member:
- (a) resigns **their** employment;
  - (b) retires from **their** employment;
  - (c) is discharged and is not reinstated through the grievance procedure or arbitration;
  - (d) is laid off and has not been recalled in accordance with Section 8.09.
- L8.08
- (a) Layoffs shall be defined as a reduction of the work force or a reduction in the scheduled hours of employment.
  - (b) In the event of a reduction of staff, layoff shall be based on the seniority lists of each classification as listed in Subsection 8.02 (b). Employees

with the least number of years seniority within each classification will be the first to be laid off.

- (c) **In the event of a reduction of staff, bumping will be allowed based on seniority and qualifications to a non-promotable position, including bumping down to different job classifications. Such employees will maintain recall rights in accordance with 8.09(a).**

- L8.09
- (a) Recall shall be based on the seniority in each classification. The right of recall shall extend for three (3) years. Seniority shall continue to accumulate while an employee is waiting to be recalled.
  - (b) Employees must notify the Superintendent of **Human Resources** by registered letter no later than March 1 of each year that they wish to remain on the recall list for the following year.
  - (c) Employees on the recall list shall be responsible for informing the Board and District 9 of any change of address.
  - (d) The Board shall notify an employee being recalled in writing by registered mail and such employee shall notify the Board of acceptance no later than 14 days after receipt of recall notice. An employee unable to notify the Board of acceptance within 14 days due to injury, illness or other extenuating circumstance that prevent the employee from notifying the Board deemed acceptable by the Superintendent of **Human Resources** shall not lose future recall rights.
- L8.10 Unless legislation is more favourable to the **employees**, the Board shall notify **employees** who are to be laid off thirty (30) days prior to the effective date of lay-off. If the member has not had the opportunity to work the days as provided in this sub-article, the member shall be paid for the days for which work was not made available.

## **L9 - EMPLOYEE RECORDS**

- L9.01 (a) Following the request of an employee for an appointment, the Board shall make available for review, during normal business hours, all information in **their** files.
- (b) The employee may be accompanied by a P.S.S.P. representative.
- (c) Upon written authorization by the employee, a P.S.S.P. representative shall have access to the employee's file.
- (d) The employee may copy any material contained in **their** file.
- (e) If the employee disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by the employee stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of the employee, notify all persons who received a report based on the inaccurate information of any amendments.
- L9.02 (a) Employees will receive a copy of any Board initiated reprimand or disciplinary action which is entered in the member's personnel file. The P.S.S.P. President will receive a written copy of this action.
- (b) An employee may make a request to the Superintendent of Human Resources or designate, in writing, to have a disciplinary, ~~or~~ adverse letter **or other letter (such as a letter of concern, letter of expectation, record of meeting)** removed from the employee's personnel file after two years if that employee has not had additional related letters placed into the file since the date of the letter in question.
- The Superintendent of Human Resources or designate shall respond in writing, within ten (10) school days as to whether or not such requests shall be granted. Where the request is denied, the Superintendent shall provide the reason for the denial, in writing, to the employee. Where the request is granted the adverse or disciplinary letter and all correspondence related to the letter shall be removed from the file.
- (c) The central Human Resources personnel file shall be the only official employee file.

- L9.03 The Board shall not distribute or share a P.S.S.P. employee's personal phone numbers, personal address, personal e-mail information or personal information to students or family members of students.

## **L10 - GRIEVANCE and ARBITRATION PROCEDURE**

- L10.01 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- (b) A "party" shall be defined as:
- (i) a Bargaining Unit
  - (ii) the Board
- (c) For the purpose(s) of this Article, whenever reference is made to working days, such time-line shall be based upon the work schedule of any Board, Federation and/or Bargaining Unit employee(s) who may be involved with the matter at issue.
- L10.02 An employee shall have the right to have present a representative from OSSTF to assist at any stage in this grievance and arbitration procedure.

- L10.03 Procedure - Informal Stage  
Any dispute **that could lead to a** grievance must first be **discussed between the appropriate Union Official** and the **appropriate Board Official**. **This discussion must occur** within ten (10) working days of the time the **Bargaining Unit** should reasonably be expected to be aware of the relevant facts. If unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) working days of the informal stage.

### Step One

The Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources or designate, who shall answer the grievance in writing within ten (10) working days after receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signature of the duly authorized official of the Bargaining Unit.

### Step Two

Failing satisfaction at Step One, then within ten (10) working days after receipt of the reply from the Superintendent of Human Resources or designate, the Union



may, at its discretion, appeal the decision of the Superintendent. Submissions to the Superintendent of Human Resources shall be made within ten (10) working days of the request to initiate Step Two. The Superintendent shall respond in writing within ten (10) working days following the scheduled meeting.

- L10.04 (a) If the reply of the Superintendent is unacceptable to the Bargaining Unit, it may, within ten (10) working days of receiving the written reply, apply for arbitration.
- (b) Failure to proceed with notice for arbitration within the ten (10) working days will result in forfeiture of rights to the grievance procedure.

L10.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more employees who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) working days of the event which gave rise to the grievance or within twenty (20) working days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The President of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive, shall provide a response in writing within ten (10) working days after receipt of the grievance.

- L10.06 (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration.
- (b) The notice shall be delivered to the other party within fifteen (15) working days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- (c) The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee or board affected by it.
- (d) The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

- (e) The single Arbitrator shall have the powers as outlined in the *Labour Relations Act*.
  - (f) Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.
- L10.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.
- L10.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- L10.09 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.
- L10.10 Cost of Arbitration  
The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.
- L10.11 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur. The cost of the mediator shall be shared equally.
- L10.12 In accordance with Article 10.11, no person who has been involved in an attempt to negotiate or settle the grievance may be appointed as an arbitrator.

## **L11 - SALARIES**

**L11.01      \*\*1% lump sum will be added to the 2015 09 01 salary rate, as per the Central Agreement.**

(a) Psychologist	<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
	0	73,356	74,090	74,460
	1	77,535	78,310	78,702
	2	81,715	82,532	82,945
	3	85,897	86,756	87,190
	4	90,077	90,978	91,433
(b) Psychoeducational Consultant/ Psychological Associate	<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
	0	65,388	66,042	66,372
	1	69,076	69,767	70,116
	2	72,765	73,493	73,860
	3	76,455	77,220	77,606
	4	80,143	80,944	81,349
(c) Social Worker/Attendance Counsellor	<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
	0	65,388	66,042	66,372
	1	69,076	69,767	70,116
	2	72,765	73,493	73,860
	3	76,455	77,220	77,606
	4	80,143	80,944	81,349
(d) Speech-Language Pathologist	<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
	0	65,388	66,042	66,372
	1	69,076	69,767	70,116
	2	72,765	73,493	73,860
	3	76,455	77,220	77,606
	4	80,143	80,944	81,349
(e) Re-engagement Attendance Counsellor	<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
	0	56,696	57,263	57,549
	1	60,239	60,841	61,146
	2	63,784	64,422	64,744
	3	67,327	68,000	68,340
	4	70,870	71,579	71,937

(f) Re-engagement Attendance  
Counsellor - S.A.L.E.P.

<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
0	56,696	57,263	57,549
1	60,239	60,841	61,146
2	63,784	64,422	64,744
3	67,327	68,000	68,340
4	70,870	71,579	71,937

(g) Communicative Disorders Assistant

<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
0	27.32	27.59	27.73
1	28.93	29.22	29.37
2	30.53	30.84	30.99
3	32.14	32.46	32.62

(h) Change your Future Counsellors

<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
0	27.57	27.85	27.98
1	29.20	29.50	29.64
2	30.82	31.13	31.28
3	32.44	32.76	32.93

(g) First Nation Metis Inuit Student  
Support Worker – F.N.M.I

<b>STEPS</b>	<b><u>2015 09 01</u></b>	<b><u>2016 09 01</u></b>	<b><u>2017 02 01</u></b>
0	27.57	27.85	27.98
1	29.20	29.50	29.64
2	30.82	31.13	31.28
3	32.44	32.76	32.93

- (i) Communicative Disorders Assistants (Speech-Language Assistants) will be paid for the March break, the Christmas break, as well as any other statutory holidays which fall within the school year but outside the Christmas break.

NOTE: Steps under this section denote years of service in the position with The Greater Essex County District School Board or its predecessor Boards and allowable experience.

L11.02 The cost of living allowance will be inoperative during the term of this agreement and will be the subject of negotiations for the renewal of this agreement.

L11.03 A holder of an approved Ph.D. degree will receive the per annum amount as indicated below when the degree is not being used for other purposes. In addition, Psychological Associates and Speech Language Pathologists will receive the per annum amount below.

Ph.D. \$1800.81

P. Assoc. and  
S.L.P. \* \$1038.84

\*For Speech Language Pathologist(s) who supervise a Communicative Disorders Assistant (CDA). The amount will be paid at the end of the academic year.

- L11.04 A half-time (and grandparented part-time) employee shall be paid at the rate of salary for appropriate category with all allowances and employee benefits, all of which shall be prorated in the same ratio as the half-time (and grandparented) employment bears to full-time employment except that the retirement/service allowance shall be calculated in accordance with the provisions of Section 15.02. It will be the responsibility of the employee to make arrangements with the Board for the full payment of the employee benefits if he/she so desires.
- L11.05 A temporary employee shall be paid at the same rate of salary for their category with all allowances and employee benefits that a permanent employee receives. All other aspects of the agreement will also apply to temporary employees, except for seniority provisions. For half-time temporary employees, refer to article 11.04.
- A newly hired employee shall be paid a salary commensurate with their qualifications and prior experience, that does not exceed the salary of an incumbent staff having the same or equal qualifications experience and responsibility.
- L11.06 For the purpose of the deduction of a day's pay from an employee's salary, the calculation shall be made on the basis of one hundred and ninety-nine (199) days.
- L11.07 Should an employee be hired into the occupational classification of Psychologist but is unregistered and the employee does not become registered from two years of the date of hire the employee shall be frozen at their current grid step. Once registration is obtained, the employee will move to the appropriate grid step, without retro-active pay.
- L11.08 Any change in method of payment schedule will be agreed upon by the P.S.S.P. and the Board.

## **L12 - WORKING CONDITIONS**

- L12.01 The work year shall be the school year as defined in the *Education Act and Regulations*. Employees, excluding Communicative Disorders Assistants (Speech Language Assistants), Change Your Future Counsellors, **and First Nations Metis Inuit Student Support Workers**, shall receive an annual salary which includes vacations and paid holidays.
- L12.02 (a) The standard work week shall be thirty-five (35) hours per week, Monday to Friday inclusive. Full time employees shall be allotted at least one-half (1/2) day per week to prepare reports and complete responsibilities. Once a month, the team meeting will constitute office time for that particular week.
- (b) **If an employee's assignment becomes available consideration will be given to those within the discipline who express interest for the following school year.**
- L12.03 In the event that additional hours outside the completion of regular work duties are required, **by the Supervisor**, then **time in lieu** will be provided. Service will be provided with mutual consent by the member(s) assigned to that school; should the member(s) decline, the hours will be offered based on discipline and seniority.
- L12.04 (a) Employees will have access to supplies, tech support, equipment, and special materials appropriate to each individual discipline. A secure satellite office (no student access) and where possible, a separate intervention space shall be provided.
- (b) It is the Board's responsibility to provide an appropriate satellite office and intervention space. A letter will be sent out by the Superintendent in August containing expectations for both satellite office and intervention space in each school, as agreed upon at Joint-Union Management.
- (c) This will be reviewed on an annual basis as follows:
- (i) The Principal, in discussion with the employee, will provide the employee with appropriate intervention and satellite office space commensurate with health and safety standards as outlined in this clause.
- (ii) **The Supervisor, in consultation with the employee, will locate appropriate satellite office space.**

The following will be minimum **requirements** for satellite office space:

Telephone, network access, printer, lockable filing cabinet, suitable furniture, commensurate with health and safety standards, and a quiet environment to ensure privacy/confidentiality, with no student access. The office will have a locked door and employees will be provided with keys. The employee will have access to courier mail, photocopier, fax machine, and shredder.

The following will be minimum **requirements** for intervention space:

An entry door with a window, suitable furniture and a quiet environment to ensure privacy and confidentiality and **to meet health and safety regulations.** The employee will have access to a network computer, **lockable storage space,** telephone and printer. The space will have a locked door and employees provided with keys either for their sole use or for their use during the time they are in the school. During the employee's **time at** the school, the room will be designated for their use.

(iii) If difficulties arise and a solution is not forthcoming, then the employee will inform the supervisor **who will** seek a resolution. If the problem persists, the matter will be brought forward **by the Supervisor** to the **appropriate** Superintendent. **The Supervisor will also notify the P.S.S.P. President or designate of the ongoing issue.** If resolution is not forthcoming then the matter will be brought forward to the Joint-Union Management/P.S.S.P committee.

(d) If the agreed upon satellite office space or intervention space is changed and a suitable alternative is not reached, then step 12.04(c)(iii) above will be followed.

(e) A site inspection of satellite office space or intervention space by Joint-Union Management team will be conducted on an ad-hoc basis.

L12.05 Employees will be paid a mileage allowance in accordance with Board Policy. Form T2200 will be provided to employees upon request.

L12.06 The Board will pay the difference to employee's automobile insurance rates resulting from the inclusion of 'business use' coverage. Employees shall be obligated to provide proof of insurance coverage and proof of payment of such expenditure to be eligible for this reimbursement up to a maximum of \$150.00 per school year.

L12.07 Each employee shall be entitled to up to one thousand (\$1,000.00) dollars per school year and prorated based on 1.0 FTE. This payment will be calculated based on one hundred (\$100.00) dollars per month of active service in the current school year. The funds will be used for the following:

- i. Reimbursement for membership fees of approved Professional Associations or Colleges.
- ii. Reimbursement for membership in approved discretionary associations.
- iii. Reimbursement for the purpose of pre-approved journals, textbooks and/or therapeutic programs/materials that are job related.
- iv. Reimbursement of approved professional development expenses.

Approvals are to be made by the discipline's respective supervisor prior to the expenditure being made and proof of purchase must be submitted to the approving supervisor. There shall be no carry over to the following school year.

- L12.08 In the event of a school closure the employee should report to another work location in their school assignment. If the employee feels that it is unsafe to report to any work location they must contact their immediate supervisor or designate for instructions.

### **L13 - VACANCIES**

- L13.01 A vacancy means a position which has been vacated due to resignation, discharge, retirement, death, a transfer into another position or a promotion or a new position.
- L13.02 A vacant position or new position shall be posted internally for a period of ten (10) working days.
- L13.03 (a) Notwithstanding 13.04, when a vacancy or a new position occurs within the bargaining unit and the Board determines to fill such vacancy, permanent employees within the bargaining unit who are qualified to fill the vacancy may apply. The position will be awarded based on seniority, subject to the applicant possessing all required qualifications.
- (b) **In the event there are no permanent employees that apply for a posted vacancy or new position, temporary employees will be given the opportunity to be interviewed with external candidates, subject to the criteria outlined in Article 13.06 (i-iv).**
- (c) **Shall an employee complete a temporary assignment of ten (10) consecutive months or longer and has a successful performance appraisal from the Supervisor, they will not be required to complete the interview process as per 13.06 when applying for a permanent vacancy.**



(d) **When the position is deemed to be a promotion for the employee they will be subject to the interview process as outlined in Article 13.06.**

- L13.04 Any new occupational classification or a position that is created that is clearly dissimilar to any existing occupational classification will be filled as per 13.06.
- L13.05 (a) If a vacancy occurs in the bargaining unit and the Board decides to fill it, then **employees** on lay off and part-time **employees** who are qualified to fill the vacancy may apply, as per 13.06.
- (b) 13.05 (a) does not apply to **employees** on a recall list with rights to a position within their classification.
- L13.06 For all vacancies, identified in 13.04, a selection committee, as determined by the Superintendent of Special Education shall consider the following factors relevant to the requirements of the position in determining which employee is best qualified and is to be selected:
- (i) academic qualifications;
  - (ii) experience within the Board or predecessor boards and experience outside the current Board;
  - (iii) past work record of the applicants and references from current and prior immediate supervisors;
  - (iv) seniority will be the determining factor, only when factors (a) (i)-(iii) are relatively equal between two (2) or more applicants.
  - (v) If no qualified applicants are available from the bargaining unit the Board reserves the right to fill the position externally.
- L13.07 The unsuccessful applicant may request in writing, from the Chair of the selection committee, a verbal debriefing with respect to their interview. **Such a request will not be unreasonably denied.**
- L13.08 A vacancy which the Board decides to fill may be filled by a temporary employee for up to a ten month period after consultation at a Joint Union/Management Committee meeting.
- L13.09 When a new position is created and the Board determines to fill such position after consultation at a Joint Union/Management Committee meeting, the position shall be offered to the bargaining unit, pursuant to 13.06, prior to it being filled externally.

## **L14 - JOB SECURITY**

- L14.01 No employee shall suffer lay-offs or reduction of hours or reduction of salary during the term of the 2008-2012 Collective Agreement.
- L14.02 The number of active members in the P.S.S.P. Bargaining Unit shall not be less than the complement as of November 21, 2008 with an FTE of 39.3 during the term of the Collective Agreement.
- L14.03 Of the 39.3 FTE identified in 14.02, no less than 80% of the employees shall be from the following job classes:  
Psychologists  
Psycho-educational Consultants/Psychological Associates  
Social Worker/Attendance Counsellor  
Speech-Language Pathologist
- L14.04 The Board shall receive and consider input from the P.S.S.P. at a Joint Union Management meeting, at least thirty (30) days, when possible, prior to implementation regarding any and all proposed programs or initiatives whether proposed internally or externally to the Board that are related to the job descriptions of the employees in P.S.S.P.

## **L15 - EMPLOYEE BENEFITS**

- L15.01 An employee on sick leave shall be required to apply for Long Term Disability (L.T.D.) benefits and shall not be allowed to use sick leave credits if **they are** eligible for L.T.D. benefits.
- L15.02 Retirement Allowance

**Retirement Gratuities were frozen as of August 31, 2012. An employee is not eligible to receive a sick leave 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 gratuity that the employee had accumulated and was eligible to receive as of that day.**

- (a) In case of retirement with O.M.E.R.S. pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the employee's salary as follows:
- (i) In the case of retirement, payment shall be made to the employee provided that the employee has at least ten (10) years of service with the Board;

- (ii) in the case of death, payment shall be made to designated beneficiary.
- (b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

- A - Cumulative sick leave at retirement or death.
- B - Years of service with the Board.
- C - Annual salary at retirement or death except for employees on an indefinite leave of absence as provided for in Subsection 15.02 (d). [For full-time employees who in the last five (5) years of service choose to be employed part-time, the retirement allowance shall be based on the annualized rate of salary. For the purpose of calculating the retirement gratuity, the annual salary shall not exceed the salary of an employee when eligible for a 70% pension (35 years)].

- (c) An employee at retirement with O.M.E.R.S. pension has the option of receiving payment of the retirement gratuity in the year of retirement or splitting the payment between the year of retirement and the following calendar year.
- (d) The retirement gratuity of an employee on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.
- (e) Notwithstanding anything contained in Section 15.02, employees hired on or before March 19, 1990 will continue with the service gratuity presently in existence which is provided to an employee who leaves the employ of the Board after five (5) years of service. The service gratuity will amount to 50% of the unused portion of the cumulative sick leave credits to a maximum of half a year's salary.
- (f) To a maximum of half a year's salary.

#### L15.03 Pension

The pension plan established by the Board through the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) shall be applicable to P.S.S.P. The Board agrees to discuss any concerns brought forward by P.S.S.P. regarding OMERS.

#### L15.04 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above O.H.I.P. and/or the *Workplace Safety and Insurance Act*.
- (b) The Board will pay the full premium cost of:
  - (i) An extended Health Care Plan for employees and their dependents which provides coverage over and above O.H.I.P. including enhanced out-of-Canada coverage. The deductible during any given year shall be \$10 per individual or \$20 per family.
  - (ii) A prescription plan for employees and their dependents whereby local pharmacists receive a flat amount of \$2.00 per prescription. On the recommendation and advice of the attending physician, no generic substitution may be made. The dispensing fee will be capped at \$6.50 per prescription. Coverage will not be less than that in the contract dated September 1, 2000 to August 31, 2002.

#### L15.05 Group Life Insurance

- (a) The Board will pay the full premium cost of a group life insurance plan which provides a life insurance equal to two times salary straight term coverage with a minimum of \$100,000 for employees. Coverage will be reduced to \$10,000 at age 65 and will cease at age 70.
- (b) Optional group life insurance will be offered to employees at their expense. The maximum optional group life insurance will be \$250,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier. Coverage will terminate at the end of the month of retirement or age 65, whichever is earlier.
- (c) In the event of an employee becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes earlier.
- (d) Optional dependents life insurance will be offered to the employees at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

L15.06 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services: exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontics services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers). The dental plan shall provide for a nine (9) month recall visit.
- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% coinsurance. The employee will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for Subsections (a) and (b) above will be \$2,500.

- (c) The Board will pay 100% of the premium cost for orthodontics for dependent children under the age of 19 only (50% coinsurance to a lifetime maximum of \$2,500).

L15.07 Vision Care

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$450.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of the most recent purchase made under the vision care plan.

L15.08 Paramedical (Extended Health)

All extended health benefits currently covered to a yearly maximum of \$420.00 will be increased effective September 1, 2010 to a yearly maximum of \$550.00.

L15.09 All permanent employees are eligible to enroll in the Board Benefit Plan as set out in Article 15.

L15.10 While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with Subsection 15.01 (f) and 20.04, the Board will continue to pay the portion of the premiums of the benefits outlined in Sections 15.04, 15.05, 15.06 and 15.07.

- L15.11 Within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible, District 9 will be provided with copies of all insurance policies negotiated between the Board and the carrier related to employee benefits provided for in Article 15.
- L15.12 Employees who retire prior to age 65 wishing to retain benefits may have the option of enrolling in the group benefit plan established for retired teachers.
- L15.13 Effective the month following the month of ratification, all employees, under the age of 65, as a condition of employment, shall maintain membership in the Long Term Disability (L.T.D.) plan administered by the Board covering administrative and support staff. The employees will pay the full premium of the L.T.D. plan. Notwithstanding the above, employees may withdraw from the L.T.D. plan 120 calendar days prior to their confirmed retirement date.
- L15.14 The spouse of a deceased employee may retain membership in the group benefit plans to which the employee belonged at the time of death. The spouse may retain such membership and shall pay the full premium cost to maintain such participation under the group contracts.
- L15.15 The benefits provided in Sections 15.04 to 15.07 shall be in accordance with those stipulated in the respective insurance policies.
- L15.16 The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under the existing policy (Manulife Policy # W80029). In case of change in carrier, the Board shall provide the Union with copies of all new Master Policies.
- L15.17 If an employee is absent from work for more than a full school year because of illness, accident or injury, he/she shall continue to accumulate seniority during that absence but shall not accumulate credit for service or sick leave. Such employee will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the employee proves satisfactorily to the Board that he/she is able to return to work or until the employee retires.
- L15.18 All **employees** shall be entitled to full coordination of benefits.

#### **L16 - PREGNANCY/ADOPTION/PARENTAL LEAVE**

- L16.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act*.
- (b) In order to facilitate their replacement, P.S.S.P. **employees** are encouraged to inform the Superintendent of Special Education, in writing,

of the expected commencement of their pregnancy/adoption/parental leave at their earliest convenience.

- (c) The Board will provide, when requested, records of employment for pregnancy/adoption/parental leaves.
- (d)
  - (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the employee and the appropriate superintendent. The return date will be determined prior to the commencement of the leave.
  - (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate superintendent upon a request by an employee. Such leave to terminate on a date mutually agreed by the employee and the superintendent but not to exceed beyond the end of the school year.
- (e) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the *Employment Standards Act*, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (d) (i) or (ii) above.
- (f) A P.S.S.P. on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the *Employment Standards Act*.
- (g) The Board shall provide for P.S.S.P. on pregnancy/adoption/ parental leave a supplementary unemployment benefit plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to 95% of the employee's salary. Any waiting period that falls within Christmas holiday, March break or summer holiday will not be paid.
- (h) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician.
  - (i) For pregnancy leave only, the Board will pay a top-up amount for a maximum 8 week period immediately following the birth of a child.
  - (ii) The top-up will be 95% of the regular wage for the two week waiting period and the difference between what an employee received from the Employment Insurance (EI) and her regular wage for the remaining six weeks.

- (iii) To receive pay, the employee must forward to Human Resources proof of receipt of payment from EI. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.
- (iv) The pay will not exceed the amounts specified in (ii) above.
- (v) The eight (8) week period will include the two (2) week waiting period and furthermore is not in addition to the 17 week pregnancy leave maximum and the fifty-two (52) week parental leave maximum.
- (vi) If not eligible for EI, the employee will be entitled to regular compensation from the employee's accrued sick leave bank for a maximum of 6 weeks or days accrued in their sick leave bank.

L16.02            A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

## **L17 – MISCELLANEOUS LEAVES**

- L17.01    (a)    Compassionate leave shall be granted by the Superintendent of Special Education without loss of salary and without deduction of sick leave credits up to five (5) days for the purpose of compassionate leave at the time of death of a spouse or a member of the employee's or spouse/partner's immediate family which includes (step) mother, (step) father, (step) sister, (step) brother, (step) son, (step) daughter, grandparent, grandchild or total dependent.

Additional days may be granted by the appropriate superintendent when required for travelling.

NOTE For 17.01 a) the Board will interpret the word "funeral" as the services and/or ceremonies that are the make up of the funeral. This includes approving leaves, in accordance with the Collective Agreement, to attend memorial services, and/or visitation services. It shall also include all observances and rituals associated with one's religious/cultural beliefs. Approval of such requests will not be unreasonably withheld.

- (b)    Compassionate leave of up to one (1) full day shall be granted to attend the funeral of a close friend or relative. Additional time may be granted by the Superintendent of Special Education when required for travelling.



- L17.02 An employee's salary shall be paid without deduction from sick leave credits when the employee is absent from duty for any of the following reasons:
- (a) quarantine or other order of medical health authorities;
  - (b) jury duty or duty as a witness in any court to which he/she has been summoned by subpoena in any proceedings to which he/she is not a party or one of the persons charged provided that the employee pay to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or witness.
- L17.03 Miscellaneous leaves up to the maximum of seven (7) days in any one school year may be granted by the appropriate superintendent without loss of salary and without loss of deduction of sick leave credits.
- (a) writing university or similar examinations;
  - (b) attending the employees own graduation;
  - (c) attending the armed forces if attendance thereat is mandatory and the employee does not receive any money therefrom other than travelling allowances and living expenses;
  - (d) attending the graduation of a husband, wife, son, daughter or parent;
  - (e) parental leave for adoption;
  - (f) parental leave for the birth of a child. The duration of the leave may vary depending on the circumstances surrounding the birth;
  - (g) caring for a member of the employee's immediate family in case of health restrictions; when an employee is the only member of their family available to care for the needs (due to serious illness or accident) of their immediate family (which includes partner, child or parent).
  - (h) family emergency/crisis;
  - (i) two (2) personal leave days will be granted subject to the following: These days shall not be unreasonably withheld and shall not be used to extend any other type of leave i.e. Christmas or March break, summer holidays and, or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). The P.S.S.P. employee will be responsible for notifying their immediate supervisor. These days shall be counted as two of the maximum of seven (7) days under 17.03.
- L17.04 Leaves may also be granted or extended under this Article to accommodate special circumstances for reasons approved by the Superintendent of Special Education.

#### L17.05 Leaves of Absence

- (a) Leave of absence without pay of half-time or full-time employees may be granted by the Board on the recommendation of the appropriate superintendent.
- (b) An employee shall apply in writing to the appropriate superintendent for a leave of absence without pay not later than October 15 for a leave of absence beginning January 31 and not later than April 10 for a leave beginning September 1 unless other mutually acceptable dates are arranged.
- (c) A leave of absence granted by the Board may be extended for further periods provided the employee's request for such an extension complies with the appropriate deadlines of (b) above.
- (d) If an employee decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision but not later than May 31 for the following September and not later than November 30 for the following January.
- (e) An employee shall, at their expense, maintain their employee benefits. The responsibility for making these arrangements rests with the employee.

#### L17.06 DEFERRED SALARY LEAVE PLAN

- (a) Description
  - (i) The X Over Y Leave Plan has been developed to afford employees the opportunity of taking a one (1) school year leave of absence with pay; for example, by spreading four (4) year's salary payments over a continuous five (5) year period.
  - (ii) An employee wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (b) Qualifications

Any employee having three (3) years seniority with the Board is eligible to participate in the plan.
- (c) Application
  - (i) An employee must make written application to the Superintendent of Human Resources on or before January 31 requesting permission to participate in the plan.

- (ii) Written acceptance, or denial, of an employee's request, with explanation, will be forwarded to the employee by April 1 in the school year the original request is made.
  - (iii) Approval of individual requests to participate in the plan shall rest solely with the Board.
- (d) Salary Prior to the Year of Leave
  - (i) During the years of the plan prior to taking the leave, an employee will be paid X over Y of **their** proper hourly wage calculated weekly. The remaining 1 over Y of hourly wage calculated weekly and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.
  - (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
  - (iii) An employee will be provided with an annual statement of **their** leave plan account each September; however, an employee does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
  - (i) The Board will pay 100% of its share of the employee's benefit costs in the non-leave years of the plan.
  - (ii) Employees will pay 100% of the employee benefit costs during the year of leave.
  - (iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the employee through payroll deduction during the year of the leave.
- (f) The amount received by an employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the Income Tax Act, interest shall be accrued and reported for tax purposes annually. During the year of leave, the employee will be paid as per the pay schedule.
- (g)
  - (i) If the employee on an approved X over Y leave returns within one (1) year, he/she will return to the same occupational classification and, whenever possible, in the same work location he/she held before the leave.

- (ii) An employee participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
- (iii) Sick leave credits will not accumulate during the year spent on leave.
- (iv) OMERS pension deductions are to be continued as provided by OMERS. Thus the percentage rate stipulated by the pension plan will be deducted from the salary paid to an employee during the leave of absence. Upon returning to full duties, an employee has, in accordance with the pension plan, the option of contributing the difference between the amount deducted during the leave and the amount that would have been deducted had the employee remained on staff and drawn full salary.
- (v) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the employee's beneficiary as indicated on the group life certificate.
- (vi) No employee will be granted leave under this plan who has been on an X over Y leave and has not fulfilled all of the requirements of **their** previous leave.
- (vii) An employee who is subject to lay-off, as per Article 8, while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the plan.
- (viii) An employee may withdraw from the plan any day prior to taking **their** leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the employee within sixty (60) days of notification of **their** desire to leave the plan.
- (ix) The year of leave is treated as broken service, purchased as double contributions by the member; therefore, during the year of leave there are no OMERS deductions taken.
- (h)
  - (i) The employee may, at **their** discretion, defer the year of **their** leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
  - (ii) Should deferral pursuant to Subsection 21.06 (h) (i) of this Appendix result in a leave of absence being taken past the last year of the

plan, an employee will receive full salary, allowance and benefits during the last year of **their** participation in the plan and any monies accumulated in the employee's leave plan account by the end of the year before leave will continue to accumulate interest until the leave is taken. The amount received by the employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under no circumstances shall the plan be extended beyond an additional year.

- (iii) No variations to the plan as outlined above will be entertained by the Board.

### **L18 – HALF-TIME EMPLOYMENT**

- L18.01 (a) A full-time employee may apply for half-time employment. Employee benefits will be paid in accordance with Section 11.04. Best efforts will be made to grant half-time work to employees who apply for such.
- (b) Application by a full-time employee to work half-time may be granted by the Superintendent of Special Education. Employee benefits will be paid in accordance with Section 11.04.
- (c) The seniority of half-time employees will be calculated as if they were working full-time.
- (d) Written applications of full-time employees requesting half-time must be submitted at least two (2) months in advance.
- (e) An employee's request to return to full-time shall be granted upon application in writing to the Superintendent of Special Education. Such application must be made not later than May 31 for the following September and not later than November 30 for the following January or such other date mutually agreed by the Superintendent of Special Education or designate and the employee concerned provided that such a request will not result in an employee being laid off.
- (f) The **predictable, weekly** schedule of a half-time employee will be **in consultation with** the designated supervisor. **The schedule** may include a combination of full and/or half days.

### **L19 - WORKPLACE SAFETY AND INSURANCE**

- L19.01 (a) When an employee is injured during the performance of **their** duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will remain on payroll regardless of their

sick leave status and will receive their pay at the 85% WSIB rate plus an additional fifteen per cent (15%) granted by the Board to equal one hundred percent (100%) of the net pay, pending the WSIB's decision on entitlement.

- (b) Upon Workplace Safety and Insurance Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workplace Safety and Insurance award not to exceed .25 of a sick day and the employee will continue to receive payments in accordance with that award plus the additional fifteen per cent (15%) granted by the Board.
  - (c) If the claim is denied and the employee does not have enough sick leave credits to cover the absence then the employee will be removed from payroll and the employee's salary will be adjusted to recover the days allowed beyond the employee's allotted sick leave credits.
  - (d) Should the employee not have sufficient sick leave credits the employee may be granted an advance of sick leave credits up to thirty (30) days in accordance with the Cumulative Sick Leave Plan.
  - (e) Employees who receive payment under Subsection 19.04 (a) will receive the Board's contribution to benefits.
- L19.02(a) It is agreed that when a employee receives approval for a permanent disability pension and is unable to work, the employee will receive an amount which, after all deductions have been made, is equal to what the employee would otherwise have received. The portion of a day deducted from the employee's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the employee's gross salary.
- (b) Employees who receive payments under Subsection 19.02 (a) and who are drawing sick leave in accordance with Subsection 19.02 (a) will be entitled to the Board's contribution to benefits.
- L19.03 It is understood and agreed that Subsections 19.02 (a) and 19.04 (a) will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the Workplace Safety and Insurance Act benefits.
- L19.04 An employee on Workers' Compensation will be required to apply for L.T.D. benefits and will not be allowed to draw on sick leave credits if he/she is eligible for L.T.D. benefits.

## **L20 – SAFETY**

- L20.01 The Board shall abide by the *Occupational Health and Safety Act* and the regulations thereunder. All employees under this Agreement shall abide by the *Occupational Health and Safety Act* and the regulations thereunder.
- L20.02 The Principal will notify P.S.S.P. **employees** as soon as a case of Fifth Disease is reported in the workplace. If necessary, the employee will be reassigned per Board protocol.
- L20.03 The P.S.S.P. may bring forward to the Human Resources Officer or designate health and safety concerns related to the P.S.S.P. employees.
- L20.04 For those employees appointed by the Union for the purpose of fulfilling the duties of the Occupational Health and Safety Act, the P.S.S.P. employee is entitled to be released for up to half a day for each quarterly meeting of the Joint Health and Safety Committee including preparation time for the meeting.**

## **L21- CRIMINAL BACKGROUND CHECK**

- L21.01 The Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to Regulation 521/2001 of the *Education Act*.
- L21.02 The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to *Regulation 521/2001* of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- L21.03 The Board shall not release any information about a P.S.S.P. member obtained pursuant to *Regulation 521/2001* of the *Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

## **L22 - PROFESSIONAL DEVELOPMENT**

- L22.01 A professional development fund of \$11,000 per budget (Sept – Aug) year will be established and jointly administered by the parties. Funds not used in a given year to a maximum of **\$5000.00** will be carried over to the following year.
- L22.02 Employees **will** have access to tuition assistance in accordance with Board policy.

L22.03 Release time to attend and/or present, as well as time for travel, at an approved conference/convention/seminar/workshop/PD event shall be granted. Approved professional development will be granted for up to three (3) days without the loss of pay or benefits. In circumstances where travel is not possible within the three (3) day time frame, additional release will be considered by the Superintendent of Special Education under Article 22.03. When possible, application for release time will be submitted by the P.S.S.P. employee for approval at least fifteen (15) working days before the date of the event.

L22.04 (a) The professional development fund will provide up to \$1,200 reimbursement every other school year to individual employees for expenses related to attending professional development (P.D.) events (e.g. conferences, conventions, workshops, and online workshops or other P.D. related activities). This amount will be prorated for employees who are less than full-time equivalent. In addition, the P.S.S.P. President may submit requests to the Superintendent of Special Education for special group P.D. events to be paid from this fund.

(b) If the P.S.S.P. employee rents a vehicle, mileage expenses will not be reimbursed by the Board. Costs for the vehicle rental and gasoline consumption will be reimbursed.

(c) P.D. events that are scheduled for July and August will be considered for financial assistance if approved before the end of June.

(d) The applicant will submit a summary of learnings from the professional development event to their Supervisor. The report may be shared with the respective department. The report will be due 30 (thirty) calendar days following the professional development event.



## **L23 - VACATION**

- L23.01 Full-time Communicative Disorders Assistant (CDA's Speech Language Assistants), Change Your Future Counsellors (CYFC), **and First Nations Metis Inuit Student Support Worker** shall be granted an annual vacation allocation in accordance with the following schedule and conditions:

<u>Accumulated Continuous Full-time Active Service</u>	<u>Vacation Allocation</u>
less than 1 year	Employment Standards Act
after 1 year	6%
after 8 years	8%
after 12 years	10%
more than 20 years	12%

- L23.02 The vacation year for Communicative Disorders Assistants (CDA's Speech Language Assistants), Change Your Future Counsellors (CYFC), **and First Nations Metis Inuit Student Support Worker** runs from July 1 to June 30 of the year immediately following.

## **L24 - STRIKES AND LOCKOUTS**

- L24.01 The Board agrees that there shall be no lockout of P.S.S.P. and O.S.S.T.F. agrees that there shall be no strike of P.S.S.P. during the term of the Agreement. Lockouts and strikes shall be as defined in the *Ontario Labour Relations Act*.
- L24.02 In the event that any employee group of the Board, other than those covered by this agreement, engage in a strike, the P.S.S.P. will not cause or permit its **employees** to cause, nor will any member of the P.S.S.P. take part in any curtailment of work or in any strike or stoppage of work, or picket any of the Board's premises during work hours for the period of this Agreement. Likewise, the Board will not cause or sanction a lockout during the period of this Agreement.
- L24.03 Any dispute between this Board and any other bargaining units shall not be considered a violation of this Collective Agreement and this Collective Agreement shall be deemed to be in operation during such a dispute.
- L24.04 **During any dispute between the Board and any other Bargaining Unit(s), employees shall not be required to do the work of other Bargaining Unit(s).**
- L24.05 **If an employee is prevented from crossing a picket line of another Bargaining Unit, the employee shall immediately contact their supervisor. There shall be no loss of wages in cases where the supervisor is unable to**

provide safe passage into the workplace. In such cases the employee will be re-assigned to another work location.

- L24.06** In the event of a strike or lockout of another Bargaining Unit, the Board will not lay-off P.S.S.P. employees.

## **L25 – SURVEILLANCE**

- L25.01** It is the Board's position that security cameras in the workplace will not be used for the purposes of 'monitoring at large' the work performance of P.S.S.P. employees.
- L25.02** There will be no electronic (i.e., video, audio) surveillance placed where employees have a reasonable expectation of privacy.
- L25.03** The electronic surveillance will not contravene the Collective Agreement.
- L25.04** The Board agrees to adhere to the Policy, Regulation, Administrative Procedure, or any successor thereof, and collective agreement in the future in all matters involving video surveillance in order to protect and ensure the privacy rights of all employees. In addition, with respect to covert surveillance, the Board agrees to adhere to the requirements set out at section 7 of the Administrative Procedure with respect to covert video surveillance.

## **L26 – PRACTICUMS**

- L26.01** The primary focus of a practicum is to educate students in their respective disciplines. At no time is it intended to provide additional services related to the professional disciplines within the P.S.S.P. Bargaining Unit.
- L26.02** These positions shall not be used to address waiting lists or other needed services provided by employees.
- L26.03** Supervision of practicum students by employees is completely voluntary.
- L26.04** The use of an employee's assigned school(s) for the provision of practicum experiences of their particular discipline will be on a voluntary basis.
- L26.05** All cases will be under the supervision of the field supervisor and the supervisor of that particular discipline.
- L26.06** It is the Board's responsibility to address any difficulties that may arise, such

as, but not limited to, obtaining materials, providing office/intervention space and related issues, following the efforts of the field supervisor.

- L26.07** There will be a liability certificate on file provided by the University specifying the defined time frame of the practicum student including beginning and end dates. Upon the field supervisor's request, a copy will be provided.
- L26.08** Practicum placements shall not exceed the duration or course requirements as specified by Course Calendar Guidelines of the particular University. It is understood that these positions are unpaid.
- L26.09** Individual Discipline Practicum Program descriptions will adhere to the above and any changes will be reviewed at a Joint Union Management Committee meeting prior to its implementation.
- L26.10** **On an annual basis the Superintendent of Special Education shall communicate to principals the process regarding applications for practicum, internship and any related placements.**
- L26.11** **The P.S.S.P. President will be informed by the appropriate Supervisor when a Supervisor or a P.S.S.P. employee accepts a student for an internship or Practicum.**

## **L27 – PAY EQUITY**

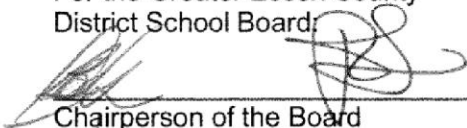
- L27.01** **The P.S.S.P. Bargaining Unit and the Board agree to jointly maintain the Pay Equity Plan as required by section 7 and section 14 of the Pay Equity Act and to respect the provisions of negotiating in good faith.**
- L27.02** **The P.S.S.P. Bargaining unit and the Board shall meet annually, by November 30<sup>th</sup> of each year, in order to initiate the annual Pay Equity Maintenance process.**
- L27.03** **All meetings of the Joint Steering Committee and Joint Job Evaluation Committee will occur during the regular work day and such time shall be treated and compensated as work hours.**
- L27.04** **During the data collection process for a new occupational classification, job class incumbents shall be released from their regular duties in order to complete the Job Analysis Questionnaire.**
- L27.05** **It is agreed that the Board will assume all Time Release costs for employees participating in the Joint Steering Committee and Joint Job Evaluation Committee, and the employees shall not suffer loss of salary and/or benefits.**

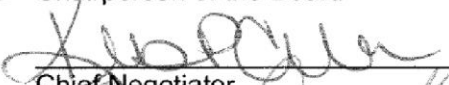
## **L 28 - TERM OF AGREEMENT**

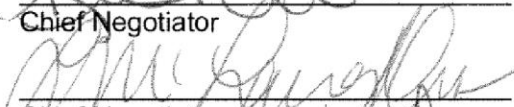
- L28.01 This Agreement shall be in effect from September 1, 2015 and shall continue in full force up to and including August 31, 2017 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- L28.02 Notwithstanding the period of notice cited above, either party may notify the other in writing within the period commencing April 1, prior to the expiration date that it desires to negotiate with a view to renewal with or without modifications of this Agreement, in accordance with the *Labour Relations Act*.
- L28.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 24.01 above, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.
- L28.04 No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without negotiating them and submitting such changes to ratification by the parties.
- L28.05 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of the P.S.S.P. Branch, District 9 on behalf of the P.S.S.P.

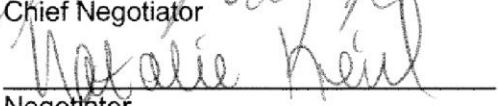
Signed this 28 day of June, 2016

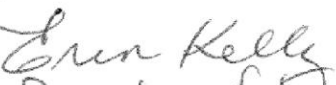
For the Greater Essex County  
District School Board:

  
Chairperson of the Board

  
Chief Negotiator

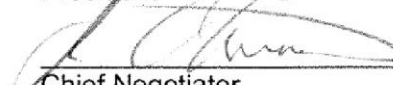
  
Chief Negotiator

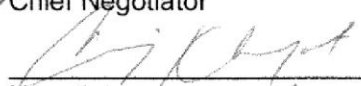
  
Negotiator

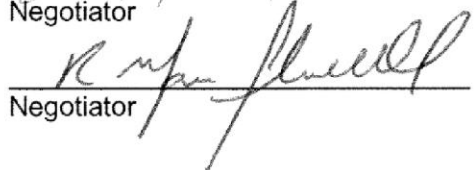
  
Erin Kelly  
Director of Education

For the Ontario Secondary School  
Teachers' Federation-District 9 representing  
Professional Student Services Personnel:

  
President

  
Chief Negotiator

  
Negotiator

  
Negotiator

## LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)

and

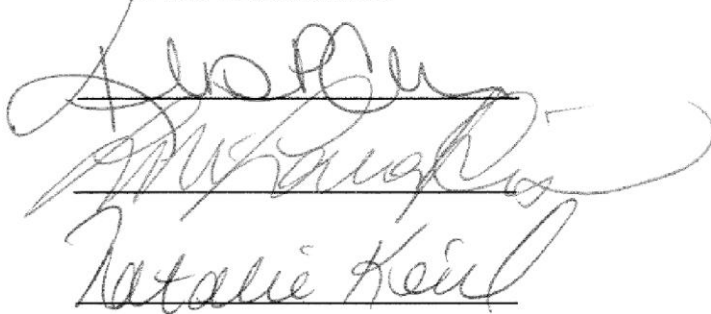
PROFESSIONAL SUPPORT SERVICES PERSONNEL  
Represented by  
O.S.S.T.F., District 9  
(hereinafter referred to as P.S.S.P.)

### PROTOCOL ON EXTERNAL AGENCIES

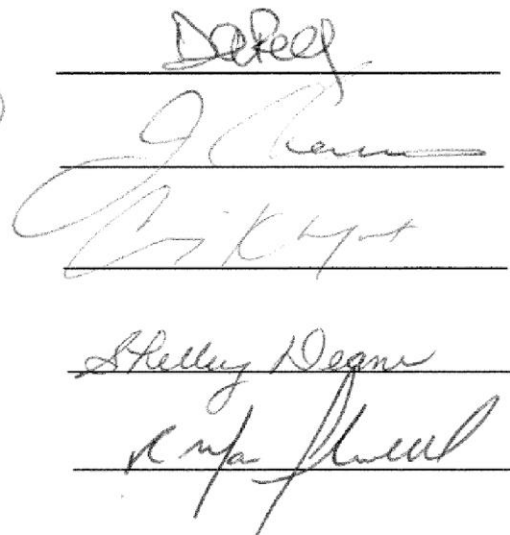
1. The Board shall **continue with** the terms of the Provincial Protocol Template and/or Guiding Principles with regards to partnerships with external agencies that are related to program delivery for students with special needs and/or at risk students. The Board shall ensure the participation of the P.S.S.P. President, or designate(s) in implementing the Template and/or Guiding Principles.
2. A committee will **continue to consist** of management and P.S.S.P. representatives. **This committee will** review any new community partnership proposals and changes to any existing community partnership programs that are related to the job descriptions of the employees in P.S.S.P.

Dated at Windsor, Ontario, this 26th day of May 2015

FOR THE BOARD

  
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FOR THE UNION

  
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## LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL

Represented by

O.S.S.T.F., District 9

(hereinafter referred to as P.S.S.P.)

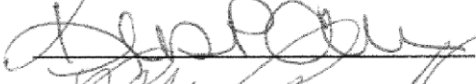
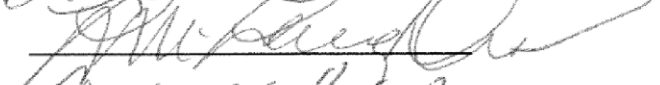
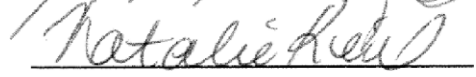
### Alternate Pay Schedule – P.S.S.P. 10 month

#### Pay Schedule for PSSP employees paid on the 10 month bi-weekly pay

- (a) The Board agrees effective September 2016 to offer alternate pay schedule for P.S.S.P. 10 month employees.
- (b) To elect this option employees must notify Human Resources by May 15<sup>th</sup> of the previous school year.
- (c) Beginning the first pay in September employees shall be deducted 12.5% per bi-weekly pay.
- (d) Monies withheld shall be paid to the employee on the last pay in June. Monies withheld shall not be paid at any time other than the last pay in June, unless the employee is removed from pay (see “e”).
- (e) If an employee is removed from pay for any reason (i.e. Leave of Absence) money withheld shall be paid out. In the event an employee is removed from pay and has an overpayment of salary, such overpayment will be processed and deducted from any applicable withheld refund.
- (f) During the course of the school year the employee is not permitted to change the pay schedule.


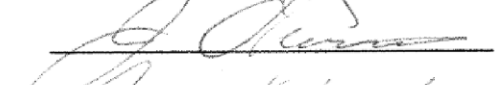
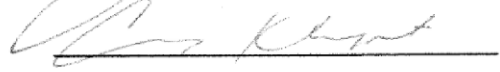
Dated at Windsor, Ontario, this 8<sup>th</sup> day of December, 2015

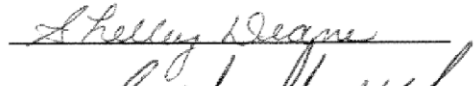
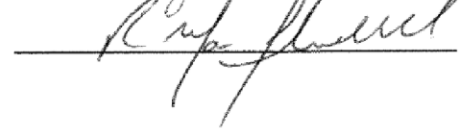
**FOR THE BOARD**

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

**FOR THE UNION**

## LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL

Represented by

O.S.S.T.F., District 9

(hereinafter referred to as P.S.S.P.)

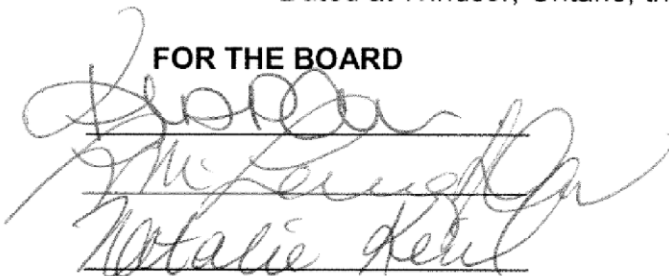
### Alternate Pay Schedule – P.S.S.P.

#### Pay Schedule for P.S.S.P. employees paid on the academic pay

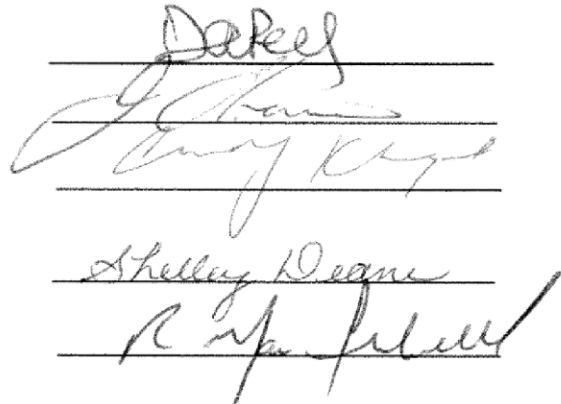
The Board commits to offer alternative pay options for P.S.S.P. (excluding P.S.S.P. 10 month) in line with what is currently being offered to O.S.S.T.F. – Teacher's Bargaining Unit.

Dated at Windsor, Ontario, this 8<sup>th</sup> day of December, 2015

FOR THE BOARD

  
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\_\_\_\_\_  
Natalie Kuhl

FOR THE UNION

  
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Doreen  
Shelley Deane  
R. J. [unclear]