

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, 2019 to August 31, 2022

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

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

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

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

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

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

Funding shall be made retroactive to September 1, 2019.

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

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

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

C10.5 Benefits Committee

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

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB**C11.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leave granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of

work days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.

- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

g) Administration

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

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

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

Please check one:

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

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

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

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

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

PHYSICAL (if applicable)											
Walking: <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>):	Standing: <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>):	Sitting: <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>):	Lifting from floor to waist: <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>):								
Lifting from Waist to Shoulder: <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>):	Stair Climbing: <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>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension

Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #7

BETWEEN

**The Council of Trustees' Associations/
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 #8

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

**The Council of Trustees' Associations/
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

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Benefits

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

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

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

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

1.0.0 GOVERNANCE

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

1.2.0 The parties confirm their intention to do the following:

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

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

2.0.0 ELIGIBILITY and COVERAGE

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

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

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

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

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

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

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

3.0.0 FUNDING

3.1.0 Start-Up Costs

3.1.1 The Government of Ontario will provide:

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

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

- 3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

3.2.0 On-Going Funding

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

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs and casual employee costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by

the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
 - i) there is an in-year deficit,
 - ii) the deficit described in i) is not related to plan design changes,
 - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.

- If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
 - j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 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:
 - iii. names;
 - iv. benefit classes;
 - v. plan or billing division;
 - vi. location;
 - vii. identifier;
 - viii. date of hire;
 - ix. date of birth;
 - x. gender;
 - xi. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

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

- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

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

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

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

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

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

3. Short Term Paid Leaves

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. For clarity, those boards that had five (5) or less shall remain at that level. Boards that had five (5) or more days shall be capped at five (5) days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

5. Long Term Disability (LTD)

The Long Term Disability (LTD) waiting periods, if any, contained in the 2008-2012 collective agreement should be retained as written. However, to reflect current requirements, plans with a

waiting period of more than 130 days shall cause the Short Term Leave and Disability Plan to be extended to the minimum waiting period required by the plan.

PART B

LOCAL TERMS

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, Communicative Disorders Assistants, Change Your Future **Advisors**, Re-engagement Attendance Counsellors, **Board Certified Behaviour Analysts** and First Nations Metis Inuit Student Support Workers. 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 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 **Article L1.01** 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 L2.04 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 L2.04 and L2.05 (a), at the time such meeting is arranged by the Board, the supervisor will advise the employee of 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, e-mail, **and electronic communication platforms.**
- 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 Employer acknowledges the right and responsibility of employees to comply with the code of ethics of their respective professions.** The Code of Ethics **adhered to** 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, the Code of Ethics of the Ontario Association of Counselling and Attendance Services, **and the Code of Ethics of the Ontario Association for Behaviour Analysis (ONTABA)** 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 **they have** been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article L10.

- 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 AND HARASSMENT

- L4.01 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 **Discrimination and** harassment are unacceptable and it is a joint responsibility to maintain a discrimination **and** harassment free workplace.
- L4.03 For the purpose of this **Local** Article, all references can include discrimination **and/or** harassment, 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, **the Workplace Harassment / Workplace Sexual**

Harassment Prevention Management Program and the *Ontario Health and Safety Act (OHSA)*. 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 L4 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) **calendar** 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) **calendar** days prior to the expected date of change.
- L5.04 The O.S.S.T.F. dues deducted in accordance with L5.03 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 L5.03, 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 an agreement is reached between the parties, the Board will supply the P.S.S.P. President with an electronic copy of the final agreement **and it** 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, seniority, service or experience for the purpose of attending negotiations for the renewal of this Collective Agreement. **During negotiations, the P.S.S.P. President will make best efforts to use their release day.**
- 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 L6.04 (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 L13.0, the employee(s) affected in Article L6.04 (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 L6. 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 list 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 **Advisors**
- (vi) Re-engagement Attendance Counsellors
- (vii) First Nations Metis Inuit Student Support Workers
- (viii) Board Certified Behaviour Analysts**

(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, **PD funds and tuition assistance (Article L22)**.
- (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 seniority as long as the period is continuous and there is no interruption of service longer than **thirty (30) working days**. **If a temporary employee is hired into a permanent position by the Board, seniority rights shall be established after a probationary period of six (6) months.**

- 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 L8.01, 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 L8.09.
- 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 L8.02 (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 L8.09 (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 **shall remain on the recall list in accordance with L8.09 (a) unless the employee notifies Human Resources of their decision to cease their right to recall.**
- (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 **fourteen (14) calendar** days after receipt of recall notice. An employee unable to notify the Board of acceptance with **fourteen (14) calendar** 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, 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. **All Board employees are required to maintain confidentiality.**

L9.04 Official correspondence sent from Human Resources to an employee will also be copied to the P.S.S.P. President or designate.

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 L10.11, no person who has been involved in an attempt to negotiate or settle the grievance may be appointed as an arbitrator.

L11 – SALARIES

In accordance with the Central Agreement between the Ontario Secondary School Teachers' Federation and the Council of Trustees' Association and agreed to by the Crown,

L11.01 Employees will be paid the annual or hourly rate in accordance with the chart below:

Occupational Classifications	Step 0	Step 1	Step 2	Step 3	Step 4	Step 0	Step 1	Step 2	Step 3	Step 4
	2019-08-31 (0.5%)					2019-09-01 (1%)				
Psychologist	\$77,481	\$81,896	\$86,311	\$90,728	\$95,143	\$78,256	\$82,715	\$87,174	\$91,635	\$96,094
Psychoeducational Consultant/ Psychological Associate	\$69,065	\$72,961	\$76,857	\$80,755	\$84,650	\$69,756	\$73,691	\$77,626	\$81,563	\$85,497
Social Worker/ Attendance Counsellor	\$69,065	\$72,961	\$76,857	\$80,755	\$84,650	\$69,756	\$73,691	\$77,626	\$81,563	\$85,497
Speech-Language Pathologist	\$69,065	\$72,961	\$76,857	\$80,755	\$84,650	\$69,756	\$73,691	\$77,626	\$81,563	\$85,497
Board Certified Behaviour Analyst	\$69,065	\$72,961	\$76,857	\$80,755	\$84,650	\$69,756	\$73,691	\$77,626	\$81,563	\$85,497
Re-engagement Attendance Counsellor	\$59,885	\$63,627	\$67,371	\$71,113	\$74,856	\$60,484	\$64,263	\$68,045	\$71,824	\$75,605
Communicative Disorders Assistant	\$28.86	\$30.56	\$32.25	\$33.95		\$29.15	\$30.87	\$32.57	\$34.29	
Change Your Future Advisor	\$29.12	\$30.84	\$32.55	\$34.26		\$29.41	\$31.15	\$32.88	\$34.60	
First Nation Metis Inuit Student Support Worker	\$29.12	\$30.84	\$32.55	\$34.26		\$29.41	\$31.15	\$32.88	\$34.60	
Occupational Classifications	Step 0	Step 1	Step 2	Step 3	Step 4	Step 0	Step 1	Step 2	Step 3	Step 4
	2020-09-01 (1%)					2021-09-01 (1%)				
Psychologist	\$79,038	\$83,542	\$88,046	\$92,552	\$97,055	\$79,829	\$84,378	\$88,926	\$93,477	\$98,026
Psychoeducational Consultant/ Psychological Associate	\$70,453	\$74,428	\$78,402	\$82,378	\$86,351	\$71,158	\$75,172	\$79,186	\$83,202	\$87,215
Social Worker/ Attendance Counsellor	\$70,453	\$74,428	\$78,402	\$82,378	\$86,351	\$71,158	\$75,172	\$79,186	\$83,202	\$87,215
Speech-Language Pathologist	\$70,453	\$74,428	\$78,402	\$82,378	\$86,351	\$71,158	\$75,172	\$79,186	\$83,202	\$87,215
Board Certified Behaviour Analyst	\$70,453	\$74,428	\$78,402	\$82,378	\$86,351	\$71,158	\$75,172	\$79,186	\$83,202	\$87,215
Re-engagement Attendance Counsellor	\$61,089	\$64,906	\$68,725	\$72,542	\$76,361	\$61,700	\$65,555	\$69,412	\$73,268	\$77,124
Communicative Disorders Assistant	\$29.44	\$31.17	\$32.90	\$34.63		\$29.73	\$31.49	\$33.23	\$34.98	
Change Your Future Advisor	\$29.71	\$31.46	\$33.20	\$34.95		\$30.00	\$31.77	\$33.54	\$35.30	
First Nation Metis Inuit Student Support Worker	\$29.71	\$31.46	\$33.20	\$34.95		\$30.00	\$31.77	\$33.54	\$35.30	

- (i) Communicative Disorders Assistants (**CDAs**) will be paid for the **Spring** break, the **Winter** break, as well as any other statutory holidays which fall within the school year but outside the **Winter** 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 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.

L11.03 Clinical Supervision for Non-Registered Staff during an absence of the Supervisor of Psychological Services

- (i) The parties agree that an employee who is a member of the Bargaining Unit may act on behalf of the Supervisor of Psychological Services if they are absent to provide clinical supervision for Non-Registered members of the department for a period not to exceed twenty (20) days per school year. The employee providing clinical supervision shall be paid a daily rate of forty dollars (\$40) per day. This compensation will accumulate by increments of half days (e.g. 0.5 day, 1.0 day, 1.5 days etc.). This amount shall be in addition to the employee's regular salary.
- (ii) The employee will continue to be subject to all terms and conditions of this collective agreement.
- (iii) The employee providing clinical supervision for non-registered staff shall not discipline or evaluate the Non-Registered members.
- (iv) The employee providing clinical supervision for non-registered staff shall be provided with a written outline of the duties and responsibilities of the role.

L11.04 A half-time employee shall be paid at the rate of salary for appropriate category with all allowances, all of which shall be prorated in the same ratio as

the half-time employment bears to full-time employment except that the retirement/service allowance shall be calculated in accordance with the provisions of **Article L15.02**.

- L11.05 A temporary employee shall be paid at the same rate of salary for their category with all allowances that a permanent employee receives. All other aspects of the agreement will also apply to temporary employees, except for seniority provisions, **and Article L22**. For half-time temporary employees, refer to article **L11.04**.

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-four (194)** 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 **(2)** 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.

L11.09 10 Month Employee Alternate Pay Option

- (a) The Board agrees to offer alternate pay schedule for permanent 10 Month P.S.S.P. employees.**
- (b) To elect this option or to make changes to the current payroll option, employees must ensure the completed and signed form is received by Payroll on or before May 15th 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 (in accordance with L11.09 (e) below).**
- (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.

L11.10 Alternate Pay Option for Employees following the Academic Pay Cycle

- (a) Each school year, each employee shall have the option to receive one of the following methods of payment which will be deposited by the Board into an account designated by the employee and compatible with the Board's payroll program.
 - (i) Twenty-one (21) payments to be made as follows:
Advance pay on the first day of school
Twenty (20) payments during the school year
Hold back pay to be included with the last of the twenty (20) payments
 - (ii) Twenty-four (24) payments to be made as follows:
Advance pay on the first day of school
Twenty (20) payments during the school year
Three payments: July 15th, July 30th, August 15th – each payment to include one-third of the holdback.
- (b) Regardless of the method of payment selected by the employee outlined in L11.10(a) above, it is agreed that each regular payment will be subject to a hold back of 15% of the gross amount of the regular payment. An advance for the four-month period September to December based on 1.5% per month (6%) of gross annual salary, based on the salary at the time the advance is run, will be paid on the first school day in August or September at the time the advance is run. A hold back for the six (6) month period January to June based on 1.5% per month (9%) of gross annual salary will be paid in accordance with the method chosen.

Note: Employees hired or returned to regular payroll subsequent to the commencement of the school year shall not be paid the advance payment nor shall the employee be subject to the holdback deduction applicable to the advance.
- (c) The pay dates for the school year shall be the 15th and 30th of each month or the immediately preceding business day if the 15th or 30th fall on a weekend or holiday.
- (d) To make changes to the current payroll option, employees must ensure the completed and signed form is received by Payroll on or before May 15th to be effective June 30th of the current school year.

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, Change Your Future **Advisors**, 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. **Start and end times will be determined by the Superintendent/Supervisor after consultation with the employee.** Full time employees shall be allotted at least one-half (1/2) day **of office time** 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, **employees will be notified by the appropriate Supervisor.** 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 **and approved** 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 **precautions** 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, lockable filing cabinet, suitable furniture, commensurate with health and safety **precautions**, 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 a network printer**, 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 **precautions**. The employee will have access to a network computer, lockable storage space, telephone and **network printer at the school location**. 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 L12.04(c)(iii) above will be followed. **The employee will be given notification of any upcoming changes in satellite office space, as soon as possible.**

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

L12.05 Employees will be paid a **kilometrage** allowance in accordance with Board Policy, **or a** 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 The Board will provide professional liability coverage through Ontario School Boards' Insurance Exchange (OSBIE).

- L12.08 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:
- (ii) Reimbursement for membership fees of approved Professional Associations or Colleges.
 - (iii) Reimbursement for membership in approved discretionary associations.
 - (iv) Reimbursement for the purpose of pre-approved **educational and therapeutic programs/materials that are job related including journals, books, professional subscriptions and work bags.**
 - (v) 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.

- L12.09 **If it is decided to keep the schools open but to cancel transportation, all employees will be expected to make every effort to report to their work locations. If employees cannot report to work, they are to call their supervisor. This will result in an employee requesting a leave day under Article L17. If during the day, road conditions improve so that employees can report to their work location, they are expected to do so.**

L13 - VACANCIES

- L13.01 A vacancy means a position which has been vacated due to resignation, discharge, retirement, death, a transfer into another position, a promotion or a new position.
- L13.02 A vacant position or new position shall be posted internally for a period of **seven (7)** working days.
- L13.03 (a) Notwithstanding L13.04, when a vacancy or a new position occurs within the bargaining unit and the Board determines to fill such vacancy, employees within the bargaining unit who are qualified to fill the vacancy may apply. **When the position is not a promotion**, the position will be awarded based on seniority, subject to the applicant possessing all the required qualifications.
- (b) In the event there are no permanent employees that apply for a posted vacancy or a new position, temporary employees will be given the opportunity to be interviewed with external candidates, subject to the criteria outlined in Article L13.06 (i-iv).

- (c) Shall an employee complete a temporary assignment of ten (10) consecutive months or longer and has a successful performance appraisal from their Supervisor, they will not be required to complete the interview process as per L13.06 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 L 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 L13.06.
- 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 L13.06.
 - (b) **Article L13.05 (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 L13.04, a selection committee, as determined by the **appropriate** Superintendent 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 **(10)** 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 L13.06, prior to it being filled externally.

L14 - JOB SECURITY

- L14.01 The number of active members in the P.S.S.P. Bargaining Unit shall not be less than an FTE of **37.5** during the term of the Collective Agreement.
- L14.02 Of the **37.5** FTE identified in L14.01, 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
- L14.03 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

Please refer to Central Agreement C10 Benefits, C12 Sick Leave, Historical Letter of Agreement #2 Benefits and Historical Letter of Agreement #9 item 4 Retirement Gratuities

- 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 **access short term** sick leave 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.

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

- (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 L15.02 (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 **was** based on the salary in effect in the last year of active service with the Board.

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 (a)** Effective the month following the month of ratification, all employees, under the age of 65, **including employees who are on an approved**

Leave of Absence, 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.

- (b) **Long Term Disability (L.T.D.) coverage will be pro-rated for those employees working less than full time.**

L15.05 The Board agrees to consult with the P.S.S.P. in its efforts to establish modified work for an employee covered by this Collective Agreement.

L15.06 If an employee is absent from work for more than a full school year because of illness, accident or injury, **they** shall continue to accumulate seniority during that absence but shall not accumulate credit for service. 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 **they are** able to return to work or until the employee retires.

L16 - PREGNANCY/ADOPTION/PARENTAL LEAVE

Please refer to Central Agreement Historical Letter of Agreement #9

- 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) 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.

- L16.02**
- (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, Spring 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, Spring break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

L16.03 A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

L17 – MISCELLANEOUS LEAVES

- L17.01 (a) **Bereavement** leave shall be granted by the **appropriate** Superintendent without loss of salary and without deduction of sick leave **for** up to five (5) days 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 **S**uperintendent when required for travelling.

NOTE: For L17.01 (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, **and appropriate documentation may be required.**

Bereavement leave days in accordance with L17.01 (a) will be prorated based on 1.0 FTE.

- (b) **Bereavement 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 appropriate Superintendent when required for travelling. **Appropriate documentation may be required.**

L17.02 An employee's salary shall be paid without deduction from sick leave 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 **they have** been summoned by subpoena in any proceedings to which **they are** 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.

- (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 **spouse/partner, child** 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. **Winter** or **Spring** break, summer holidays and, or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). **Exceptions may be approved by the Superintendent of Human Resources.** The P.S.S.P. employee will be responsible for notifying their immediate supervisor. These days shall be counted as two **(2)** of the maximum of seven (7) days under L17.03.

L17.04 One (1) personal leave day each school year will be granted subject to the following and with the approval of Human Resources and the appropriate Superintendent/Supervisor. This day shall not be unreasonably withheld and shall not be used to extend any other type of leave, i.e. Winter or Spring break, summer holiday and, or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). Exceptions may be approved by the Superintendent of Human Resources. This day will be allowed without loss of sick leave, benefits, experience, or seniority. The employee shall reimburse the Board the full cost of salary per leave day. The employee shall make such a request to the appropriate Superintendent/Supervisor at least five (5) school days in advance of the leave date. Exceptions to the notice period may be approved by the Superintendent of Human Resources. The P.S.S.P. employee will be responsible for notifying their immediate supervisor. This day shall not be counted as one (1) of the maximum of seven (7) days under L17.03.

L17.05 Leaves may also be granted or extended under this **Local** Article to accommodate special circumstances for reasons approved by the **appropriate** Superintendent.

L17.06 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 **during the leave of absence**. The responsibility for making these arrangements rests with the employee, **in accordance with the provisions of the Employee Life and Health Trust**.
- (f) **The P.S.S.P. President will be copied on correspondence sent to employees confirming the approval or denial of the Leave of Absence requested in L17.06.**

L17.07 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 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) **An employee shall, at their expense, maintain their employee benefits during the leave of absence. The responsibility for making these arrangements rests with the employee, in accordance with the provisions of the Employee Life and Health Trust.**
- (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, **they** will return to the same occupational classification and, whenever possible, in the same work location **they** 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) 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.
- (iv) 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.

- (v) 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.
 - (vi) An employee who is subject to lay-off, as per Article L8, 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.
 - (vii) 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.
 - (viii) 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 L17.07 (h) (i) of this **Local Article** 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 **provided** in accordance with **the provisions of the Employee Life and Health Trust**. 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 **appropriate** Superintendent. Employee benefits will be **provided** in accordance with **the provisions of the Employee Life and Health Trust**.
- (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 **appropriate** Superintendent. 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 **appropriate** Superintendent 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.

Half Time Job Sharing

- L18.02 (a) If two (2) full time employees in the same occupational classification wish to job share and work half time (0.5 FTE) each, the request may be granted one school year at a time. The request must follow the same time lines as in L17.05 (b) and (d). Approval for such request will be from the appropriate Superintendent, subject to staffing requirements but shall not be unreasonably denied.
- (b) It is understood that half time job sharing will be requested for no less than a full school year.
- L18.03 Scheduling for the two (2) employees requesting to job share, is subject to review and approval by the appropriate Supervisor.
- L18.04 Only full time positions (1.0 FTE) shall be considered for job sharing between two (2) employees. The salary, benefits and sick leave shall be pro-rated in accordance with the position's hours of work as per L11, L12,

L15 and C12. The employee's seniority shall accrue on a full-time basis as per L8.

- L18.05 The position left vacant as a result of the job sharing will be filled temporarily as per L13.**
- L18.06 Upon conclusion of the job sharing agreement, the job sharers will revert to their original positions.**
- L18.07 In the event that one (1) of the employees in a job sharing arrangement is unable to continue with the job sharing arrangement, the job sharing arrangement will be considered cancelled and the other party will revert to full time, so as to not disrupt the continuity of service.**
- L18.08 The Board will notify the employees and the P.S.S.P. President by June 30 whether or not the employees have been granted the job sharing arrangement requested.**

L19 - WORKPLACE SAFETY AND INSURANCE

Please refer to Central Agreement C12 Sick Leave and Historical Letter of Agreement #9

- 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 Board benefits, the employee will remain on payroll regardless of their sick leave status, in accordance with C12, and will receive their pay at the 85% WSIB rate plus an additional fifteen per cent (15%) top-up paid 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 shall be adjusted in accordance with the Workplace Safety and Insurance Board award and the employee will continue to receive payments in accordance with that award plus the additional fifteen per cent (15%) top-up paid by the Board. The top-up amount will be paid for a maximum of four (4) years and six (6) months.**
 - (c) If the claim is denied and the employee does not qualify to access sick leave in accordance with C 12 then the employee will be removed from payroll.**
- L19.02 An employee on Workers' Compensation will be required to apply for L.T.D. benefits and will not be allowed to access Short Term Disability Leave if they are eligible for L.T.D. benefits.**

L20 – SAFETY

- L20.01 The Board **and all employees under this agreement** shall abide by the Occupational Health and Safety Act and the regulations thereunder **as well as the Board's Health and Safety Policy, Regulation and Management Programs.**
- 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 Board will make reasonable provision for the safety and health of its employees during their hours of work.** 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. **Prior to concerns being brought forward to Human Resources, concerns should be reported to the Principal or Supervisor, in accordance with the Internal Responsibility System.**
- L20.04 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. The designated Human Resources Officer will notify the P.S.S.P. President or designate by the end of the work day, when an employee is taken by ambulance to the hospital, when they are made aware.
- L20.05 An employee who is injured during working hours and is unable to continue work on the certification of a doctor shall receive payment in accordance with the applicable legislation.
- L20.06 The Board and the P.S.S.P. agree that incidents involving aggression or violence towards or upon an employee must be brought immediately to the attention of the Principal or Supervisor, in accordance with The Responding to Student Violence Towards Staff Appendix B found in the Workplace Violence Prevention Management Program.
- L20.07 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 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.

- L21.02 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 **time** will be granted for up to three (3) days without the loss of pay or benefits. **Additional release will be considered for travel** by the Superintendent of Special Education. When possible, application for release time will be submitted by the P.S.S.P. employee for approval at least **ten (10)** 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, **kilometrage** expenses will not be reimbursed by the Board. Costs for the vehicle rental and gasoline consumption will be reimbursed, **in accordance with Board Policy**.
 - (c) P.D. events that are scheduled for July and August will be considered for financial assistance if approved, **submitted and received before August 1st of the same calendar year**.
 - (d) The applicant will submit a **brief written** summary of learnings from the professional development event to their Supervisor **sixty (60)** calendar days following the professional development event. **The summary will be shared with the respective department.**

L23 - VACATION

- L23.01 Full-time Communicative Disorders Assistants (CDAs), Change Your Future **Advisors** (CYFAs), and First Nations Metis Inuit Student Support Workers 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> Employment Standards Act
less than 1 year	
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 (CDAs), Change Your Future **Advisors** (CYFAs), and First Nations Metis Inuit Student Support Workers 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 **ten (10) working days prior to the start of any practicums or internships** 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 **once per school 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 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.

L28 – EXTERNAL AGENCY PARTNERSHIPS

- L28.01 External agency partnerships will address needs identified in the Board's continuous growth plan, and school improvement plans, and provide expanded programs or services that assist students to be more successful**

at school and in society. The expectation of all partnerships shall be to enhance the quality and effectiveness of education for students. Partnerships must enhance but not duplicate the delivery of services of P.S.S.P. and not violate the collective agreement.

- L28.02** 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.
- L28.03** Refer to the Board's Administrative Procedure: External Agency Partnerships (Non-Mandated). The P.S.S.P. representative on the committee will be consulted in the event changes to the Administrative Procedure are necessary.

ARTICLE 29 – TERM OF AGREEMENT

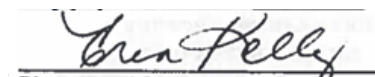
- L29.01** This Agreement shall be in effect from September 1, 2019 and shall continue in full force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the 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*.
- L29.02** Notwithstanding the period of notice cited above, either party may notify the other in writing with 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*.
- L29.03** If either party gives notice of its desire to negotiate amendments in accordance with Section L29.01 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*.
- L29.04** 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.
- L29.05** Nothing herein prevent the revision or amendment of any provisions 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.

Dated at Windsor, Ontario this 17th day of December, 2020.

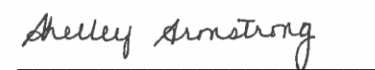
**FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**



Chairperson of the Board



Director and Secretary of the Board



Treasurer



Lead Negotiator



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member

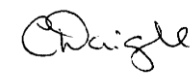


Negotiation Team Member



Negotiation Team Member

**GREATER ESSEX COUNTY
PROFESSIONAL STUDENT SERVICES
PERSONNEL LOCAL**



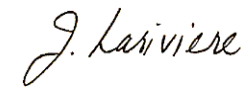
Lead Negotiator



President, OSSTF - PSSP



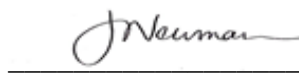
Negotiation Team Member



Negotiation Team Member



Negotiation Team Member



Negotiation Team Member

LETTER OF UNDERSTANDING

Between

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

and

OSSTF District 9 – Professional Student Services Personnel

Alternative Job Sharing Arrangements

1. It is agreed that an alternative job sharing arrangement other than two employees working half time each, may be considered and approved in accordance with the procedure outlined in L18.02 through L18.08.
2. Such alternative arrangements may be granted for a period of up to one year when two full-time employees temporarily agree to share one full-time position.

Dated at Windsor/Essex County, Ontario this 28th day of October 2020.

For the Board:



For the P.S.S.P.:

