

COLLECTIVE AGREEMENT

between

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

and

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION – DISTRICT 9**
(hereinafter called "The O.S.S.T.F. or Union")

Representing

**THE CONTINUING
EDUCATION INSTRUCTORS**
(hereinafter called "the C.E.I. or the Bargaining Unit")

EFFECTIVE PERIOD: September 1, 2014 to August 31, 2019

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PART A-CENTRAL AGREEMENT

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

C1.1 Separate Central and Local terms

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

C1.2 Implementation

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

C1.3 Parties

a) The parties to the collective agreement are the school board and the bargaining agent.

b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

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

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

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

C3.0 DEFINITIONS

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

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

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

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

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

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

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

C3.4 “Casual Employee” means,

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

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

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

C4.0 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.0 CENTRAL GRIEVANCE PROCESS

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

C5.01 Definitions

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

C5.1 Central Dispute Resolution Committee

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

C5.2 French language

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

b) Where such a dispute is filed:

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation:

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

C5.6 Selection of the Arbitrator:

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

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

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

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

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

C7.0 SPECIALIZED JOB CLASSES

C7.1 Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

C8.0 WORK YEAR

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

C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the employee's normal retirement date.

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

C10.0 BENEFITS

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

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

Post Participation Date, the following shall apply:

C10.1 Funding

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

C10.2 Cost Sharing

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

C10.3 Payment in Lieu of Benefits

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

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

C11.0 STATUTORY LEAVES OF ABSENCE/SEB

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

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

Supplemental Employment Benefits (SEB)

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

C12.0 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

The allocations outlined in C12 above, will be provided on the first day of each school year, subject to the restrictions outlined in C12 i-vi below.

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

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

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

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

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

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

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

g) Administration

- i) The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
- ii) The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required,

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

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

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.0 MINISTRY INITIATIVES

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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



MEDICAL CERTIFICATE

CONFIDENTIAL

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:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. 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): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	
<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No



MEDICAL CERTIFICATE

CONFIDENTIAL

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:
--

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2
BETWEEN
The Council of Trustees' Associations/
Le Conseil des associations d'employeurs (hereinafter called 'CTA/CAE')
AND
The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario (
hereinafter called the 'OSSTF/FEESO')
AND
The Crown/Couronne

RE: Benefits

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

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

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

1.0.0 GOVERNANCE

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

1.2.0 The parties confirm their intention to do the following:

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

2.0.0 ELIGIBILITY and COVERAGE

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

- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
- 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

- 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 2.1.4 No individuals who retire after the Board Participation Date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

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

3.2.0 On-Going Funding

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Board.

- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board’s annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers’ and employees’ premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties’ understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
 - b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs and casual employee costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 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.
 - i) 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.
 - ii) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
 - iii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
 - i) there is an in-year deficit,
 - ii) the deficit described in i) is not related to plan design changes,
 - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.

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

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

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

8.0.0 CLAIMS SUPPORT

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

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

LETTER OF AGREEMENT #3
BETWEEN
The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')

AND

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

AND

The Crown/Couronne

RE: Regulated Support Staff Compensation Sub-Committee

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #5
BETWEEN
**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs**
(hereinafter called 'CTA/CAE')

AND

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

AND

The Crown/Couronne

RE: Early Childhood Educators Work Group

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

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

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

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

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

LETTER OF AGREEMENT #6
BETWEEN
**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs**
(hereinafter called 'CTA/CAE')

BETWEEN

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

AND

The Crown/Couronne

Re: Provincial Health and Safety Working Group

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

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

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

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

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS. The following clause is subject to either Teacher Pension Plan amendment or legislation: Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (Sulp) with the following principles:

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

This Letter of Agreement expires on August 30, 2017.

LETTER OF AGREEMENT #8
BETWEEN
**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs**
(hereinafter called 'CTA/CAE')
AND
**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario**
(hereinafter called the 'OSSTF/FEESO')

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #9
BETWEEN
The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

a) "casual employee" means,

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

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

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

Common Central Provisions

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Local Agreement L27- Retirement Gratuity.

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

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

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

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

5. Long Term Disability (LTD)

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

LETTER OF AGREEMENT #10
BETWEEN
**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

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

RE: Long Term Disability (LTD) Plan Working Group

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

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

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

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

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

LETTER OF AGREEMENT #11
BETWEEN
**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**
AND
**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #13
BETWEEN
**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**
AND
**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown/Couronne

RE: Violence Prevention Training

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

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

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

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

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

APPENDIX II TO OSSTF/FEESO MOS

Memoranda of Agreement that are expressly outside the collective agreement

MEMORANDUM #1

BETWEEN

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

AND

The Crown/Couronne

Re: Ministry/School Board Initiatives

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

PART B- LOCAL AGREEMENT

ARTICLE 1 – SCOPE, PURPOSE and DEFINITION

- 1.01 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.) representing all **Continuing Education Instructors** (C.E.I.) employed by the Greater Essex County District School Board save and except the Principal of Adult and Continuing Education and persons in the bargaining unit for which any trade union held bargaining rights as of June 13, 1989.
- 1.02 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 and related benefits, and to provide a procedure for the settlement of all matters in dispute between the parties that arise out of this Collective Agreement.
- 1.03 In this Collective Agreement:
- (a) "Board" means the Greater Essex County District School Board.
 - (b) "District 9" means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent the Continuing Education Branch.
 - (c) "Federation" means the Ontario Secondary School Teachers' Federation.
 - (d) "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.
 - (e) "Member" means a member of the Continuing Education Instructor
 - (f) "Continuing Education Instructor" means a person employed to teach a continuing education non-credit course, which can include but not be limited to English as a Second Language (**ESL**) course, Literacy Basic Skills (**LBS**) course, International Language courses and General Interest courses for which a valid certificate of qualification or a letter of standing as a teacher is required by the regulations. The following articles do not apply to International Language or General Interest course Instructors: Article 10, 11, 16, 17, 18, 19, 20, **21, 22**.
 - (g) Other ESL or LBS instructors may be employed that may not have qualifications as per the Regulation. The following conditions apply:

- (i) The Board will **grandparent** (retain employment) current permanent members who do not possess an Ontario Teacher Certificate.
 - (ii) **Employees deemed to be grandparented for the purposes of TESL qualifications are provided in Appendix “A”.**
 - (iii) In cases where there is no qualified instructor, if the Board requires further Instructors, the Board may hire an instructor without their Ontario Teacher Certificate.
 - (iv) Such placements will be temporary for one term and probation and seniority provisions will not apply.
- (h) C.E.I. means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent all continuing education instructors.
 - (i) Current C.E.I. permanent members may be seconded to work on special grant projects not consistent with the current structure of ESL and LBS under this Collective Agreement without loss of pay, benefits, pension or seniority. Positions greater than four (4) months will be posted. The posting will be posted for five (5) working days and will include the responsibilities and the term of the position.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to represent all instructors employed by the Board as defined in Article 1.03(f) and to negotiate on their behalf, and O.S.S.T.F. recognizes the negotiating committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Collective Agreement.
- 2.02 The Board recognizes the right of O.S.S.T.F. to authorize District 9 and the C.E.I. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Board recognizes the right of the C.E.I. to have O.S.S.T.F. and District 9 officers and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.
- 2.04 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.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide and manage its schools and operations in the County of Essex. 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 Collective Agreement.
- 3.02 O.S.S.T.F. recognizes that the Board has the right to cancel classes due to insufficient enrolment, lack of space, insufficient funding or the inability to recruit instructors. In the event that a program is cancelled, the Board agrees to consult with O.S.S.T.F. prior to cancellation. The Board further agrees to consult with O.S.S.T.F. in the event that a class is cancelled due to lack of space.
- 3.03 O.S.S.T.F. recognizes the right and duty of the Board to transfer, promote, discipline, demote, suspend and discharge instructors provided that a claim by a permanent instructor 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 Articles 7 and 8.
- 3.04 The Board agrees to consult with District 9 and the C.E.I. concerning policy changes that may affect the working conditions of the employees prior to the implementation of such changes. Such consultation may be initiated by either party.
- 3.05 The dismissal of an instructor during the probationary period will not be the subject of a grievance provided the Board has acted in good faith.

ARTICLE 4 - MEMBERSHIP

- 4.01 All employees shall, as a condition of employment, either maintain membership in O.S.S.T.F. or join O.S.S.T.F. within thirty (30) days after the ratification of this Collective Agreement and remain members in good standing or if they do not become members, shall pay the equivalent of dues to O.S.S.T.F. in accordance with Section 47 of the Ontario Labour Relations Act. All new employees shall, as a condition of employment, join O.S.S.T.F. within thirty (30) days of employment and remain members in good standing.
- 4.02 On each regular pay date on which an employee is paid, the Employer 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

the O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

- 4.03 The O.S.S.T.F. dues deducted in 4.02 shall be remitted to the treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (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 SIN numbers, annual salary, number of days worked, salary for the period and the amounts deducted.
- 4.04 Dues specified by the Bargaining Unit in 4.02, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F. District 9, at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, number of days worked, salary for the period and the amounts deducted. O.S.S.T.F. and/or the Bargaining Unit as the case may be, shall indemnify and hold the Employer 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.
- 4.05 The Board agrees to provide C.E.I. President with a listing of employees covered by this Collective Agreement complete with address, position held and rate of pay before May 15th of each year or as soon as possible thereafter. At the time of hiring of any employee during the term of this Collective Agreement, the Board shall provide the foregoing information to the President of the C.E.I. In the event of any subsequent changes in any employee's status, including without restriction resignation and termination, the Board shall immediately notify the President of the C.E.I. of such change.
- 4.06 (a) When a tentative Agreement is reached between the parties and for the purpose of ratification, the Board will supply the C.E.I. President with fifty (50) copies of the tentative Agreement.
- (b) Once the Agreement is ratified by both parties, the Board shall provide each member, and any new member subsequent to the ratification, with a copy of the Collective Agreement.
- 4.07 The C.E.I. shall have the right to post notices of interest to its members in a mutually agreed upon area in each work location.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Board agrees that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of union membership or activity or within the meaning of the Ontario Human Rights Code.
- 5.02 The Board and the Union agree that harassment is unacceptable behaviour and it is the responsibility of the Board to maintain a harassment free workplace.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Board agrees that there shall be no lockout of employees and O.S.S.T.F. agrees that there shall be no strike of employees during the term of this Collective Agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.
- 6.02 Any dispute between this Board and any other employee group shall not be considered as a violation of this Collective Agreement and this Collective Agreement shall be deemed to be in operation during such a dispute.
- 6.03 During any dispute between the Board and any other Bargaining Unit(s), employees shall not be required to take the place of members or do the work of other Bargaining Unit(s).

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Within the term of this Agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement. A written grievance, as required in Step 2 of this Article, shall state:
 - (a) the nature of the grievance and background circumstances;
 - (b) the section(s) of the Agreement claimed to be infringed; and
 - (c) the remedy or correction required.
- 7.02 Where a dispute involving an employee suspension or discharge occurs, the grievance shall be initiated at Step 2 of the grievance procedure.
- 7.03 A group grievance submitted on behalf of a group of employees or a policy grievance submitted by the Bargaining Unit/Union may be initiated at Step 2 of the grievance procedure.
- 7.04 The following steps shall govern the grievance procedure:

- Step 1 Within ten (10) working days of the time the grievor should reasonably be expected to be aware of the relevant facts, the employee, with the concurrence of the Bargaining Unit, shall discuss the complaint with the Principal of Adult and Continuing Education. The grievor may be accompanied by a Union representative. The Principal of Adult and Continuing Education shall reply orally within ten (10) working days of the discussion.
- Step 2 Failing satisfaction, the Bargaining Unit shall then, within ten (10) working days after receipt of the reply of the Principal of Adult and Continuing Education in Step 1 above, reduce the grievance to writing, detailing the article(s) which is alleged to have been violated, to the Superintendent of Human Resources or **their** designate. The Superintendent of Human Resources or **their** designate shall meet with the grievor accompanied by a Union representative, within ten (10) working days of receipt of the written grievance. The Superintendent of Human Resources or **their** designate shall answer the grievance in writing within ten (10) working days of the meeting with the grievor and a Union representative, during which time the grievance will have been discussed at a meeting of the Director's Council.
- 7.05 If the grievance is still unresolved after exhausting the above procedure, the Bargaining Unit/Union may submit the grievance to Arbitration in accordance with Article 8 of the Agreement.
- 7.06 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.
- 7.07 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing.
- 7.08 A grievance lodged by the Board shall be submitted in writing to the President of the Bargaining Unit. The President of the Bargaining Unit shall respond in writing to the Board within ten (10) days after receipt of the grievance. In the event the matter is unresolved, the Board may submit the grievance to arbitration in accordance with Article 8.
- 7.09 Should the processing or investigation of a grievance require that a grievor or the C.E.I. 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 **their** designate.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties, may, within twenty (20) working days, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation for a decision by a single arbitrator.
- 8.02 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 Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance under Article 7.07.
- 8.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 8.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 8.05 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.

ARTICLE 9 - RATES OF PAY

- 9.01 Instructors shall be paid as follows:

- (a) Hourly rate of LBS and ESL Instructors assigned to other than a full day of work.

Effective	Base Rate	Vacation	Statutory Holidays	Total
2015 09 01	\$36.27	\$3.26	\$1.27	\$40.80
2016 09 01	\$36.63	\$3.29	\$1.28	\$41.21
2017 02 01	\$36.82	\$3.31	\$1.29	\$41.41

- (b) Daily rate for **C.E.I. Instructors** who are assigned to courses of 2.75 hours duration (two such courses constitute a full day of work).

Effective	Base Rate	Vacation	Statutory Holidays	Total
2015 09 01	\$199.47	\$17.95	\$6.98	\$224.40
2016 09 01	\$201.46	\$18.13	\$7.05	\$226.64
2017 02 01	\$202.47	\$18.22	\$7.09	\$227.78

- (c) Hourly Rate of International Language and General Interest Instructors

Effective	Base Rate	Vacation	Statutory Holidays	Total
2015 09 01	\$27.86	\$2.51	\$0.97	\$31.34
2016 09 01	\$28.14	\$2.54	\$0.98	\$31.65
2017 02 01	\$28.28	\$2.55	\$0.98	\$31.81

- (d) Permanent employees, who have taught the previous term and are teaching summer school, are eligible for a top-up, pro-rated to the employee's summer school work schedule, equal to a maximum of one-half (0.5) day's pay. This top-up is recognized as pay for the statutory holiday of July 1st.
- (e) Permanent employees scheduled by the payroll cut-off date will receive a full pay for time worked in the first scheduled pay of the current term. A schedule of bi-weekly pays shall be given to permanent C.E.I. employees when available.

9.02 Allowances

The following allowances shall apply to positions of added responsibility:

Full-time Program Leader

Effective		
2015 09 01	\$156.22	per week
2016 09 01	\$157.78	per
2017 02 01	\$158.57	per week

Part-Time Program Leader

Effective		
2015 09 01	\$104.13	per week
2016 09 01	\$105.17	per week
2017 02 01	\$105.70	per week

Lead Instructor

Effective		
2015 09 01	\$76.84	per week
2016 09 01	\$77.61	per week
2017 02 01	\$78.00	per week

ARTICLE 10 - POSITIONS OF ADDED RESPONSIBILITY

- 10.01 The position of Full-time **C.E.I.** Program Leader or Part-Time **C.E.I.** Program Leader shall be filled by a qualified instructor from within the bargaining unit at the time the posting occurs. In the event that no such qualified instructor applies, the Board reserves the right to fill the position by any other means.
- 10.02 The position of Full-time **C.E.I.** Program Leader or Part-time **C.E.I.** Program Leader shall be a term appointment of three (3) years. An instructor may be reappointed to a position of added responsibility.
- 10.03 Copies of all postings shall be provided to the C.E.I. President. The posting will be posted for 5 (five) working days and will include the responsibilities and the term of the position. All members of the bargaining unit who have completed their probation period shall be eligible to apply.
- 10.04 (i) A Full-time **C.E.I.** Program Leader will be released full time, free of instructional duties. **The leader of the program will provide coordination of Board C.E.I. Programs.** A Part-Time **C.E.I.** Program Leader will be released half-time, free of instructional duties, and will be responsible for the coordination of programs at all locations where Board **C.E.I.** programs are offered.
- (ii) The position of Full-time **C.E.I.** Program Leader is subject to continued enrolment of students.

- (iii) The position of Part-time **C.E.I.** Program Leader is subject to continued enrolment of students, funding received and the allocation of such funds.
- (iv) The position of Lead Instructor **off-site** is subject to continued enrolment of students, funding received and the allocation of such funds.

ARTICLE 11 - SENIORITY (LBS AND ESL)

- 11.01 (i) Upon the completion of 900 hours work as of January 31st each year or the end of the first term, whichever is later, an instructor will have completed the probationary period and be considered permanent. Such members will be placed on the seniority list and shall have any seniority rights hereunder. Members having completed the probationary period shall have their seniority date applied retroactively to coincide with **the first of the month following meeting of this qualification.**
- (ii) Eligible hours of work toward completing the probationary period may include regular day program, night school, summer school and supply work. Notwithstanding the above, a member must complete at least a half day, full term, regular day school assignment as part of their qualifying hours in order to become permanent.
- 11.02 An instructor on a paid or unpaid leave of absence is deemed to continue to maintain seniority during that leave of absence.
- 11.03 Where instructors have equal seniority, the order of seniority shall be determined by lot and administered by the Union. The Union will inform the Board as to the results of the lot and the outcome will remain permanent.
- 11.04 The dismissal of an instructor during the probationary period will not be the subject of a grievance provided the Board has acted in good faith.
- 11.05 By May 15th, or as soon thereafter as possible, the Board shall prepare, publish and post on a current basis seniority lists for instructors of **C.E.I.**
- 11.06 The seniority lists shall be posted on the bulletin board in the Adult and Continuing Education worksites and shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority lists with the revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous year except for instructors hired during the previous school year.
- 11.07 An instructor shall continue to maintain seniority while on lay-off, subject to the provisions of Article 11.09(f) below.

- 11.08 Seniority shall be continuous from the date of hire. The seniority rights of an instructor shall cease for any one of the following reasons:
- (a) An instructor resigns.
 - (b) An instructor retires.
 - (c) An instructor is discharged and such discharge is not reversed through the grievance and arbitration procedures.
 - (d) An instructor refuses a timetable unless a reason is given which is satisfactory to the Principal of Adult and Continuing Education Program, subject to the review of the Superintendent of Human Resources or their designate.
 - (e) An instructor is granted a leave of absence and fails to notify the Principal of the Adult and Continuing Education Program prior to the end of the leave of absence that they will return after the end of the leave of absence.
 - (f) An instructor is laid off for a period of two (2) years.
 - (g) A Request for Working Periods (R.W.P.) form is not submitted by May 31st of each year pursuant to Article 16 – Working Conditions. Extenuating circumstances may be considered by the Principal of Adult and Continuing Education.
- 11.09 Time worked by an instructor who is replacing an instructor [(LBS) or (ESL)] who is absent, shall be counted pursuant to Subsection 11.01 or Subsection 11.02, as the case might be, provided that the replacing instructor has worked two (2) full terms with a full-time workload or, in the case of a part-time situation, the equivalent of two (2) full terms with a full-time workload.
- 11.10 An instructor with seniority but no assignment may be offered supply work first according to their seniority. The supply with higher seniority will be given the first available assignment on a daily basis.
- 11.11 There will be a minimum of two (2) paid professional development days per calendar year planned and organized in consultation with the bargaining unit for all instructors.**

ARTICLE 12 - JOINT RELATIONS COMMITTEE

- 12.01 The Board and the C.E.I. shall establish a Joint Relations Committee 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.
- 12.02 Any matter which is of concern to either party to this Agreement may be the subject of discussion at scheduled Joint Relations Committee meetings. Meetings will be held monthly during the school year unless mutually agreed to cancel. Additional meetings may be arranged as mutually agreed.
- 12.03 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.

ARTICLE 13 - UNION BUSINESS RELEASE TIME

- 13.01 The Negotiating Committee of the C.E.I. shall be released from their duties without loss of pay, benefits, sick leave credit, seniority, service or experience for the purpose of attending negotiations for the renewal of this Collective Agreement.

The Union will be billed for any replacement costs incurred to replace members released for C.E.I. negotiations and/or Joint Relations Committee meetings scheduled during normal working hours.

- 13.02 The Board agrees to pay the salary, benefits and cost of replacement, if one is required, for any C.E.I. representative required to attend a meeting called by the Board during C.E.I. working hours.
- 13.03 With prior approval of the Superintendent of Human Resources or **their** designate, and after consultation with the appropriate Superintendent/Principal/Manager, employees involved in Union matters during normal working hours shall not lose salary, benefits or seniority. The C.E.I. shall reimburse the Board for replacement costs.

ARTICLE 14 - CORRESPONDENCE

- 14.01 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources or **their** designate of the Board and the C.E.I. President or designate and affected person(s) concerned, including the Principal of Adult and Continuing Education.

ARTICLE 15 - EMPLOYEE RECORDS

- 15.01 (a) Following the written request of a C.E.I. member for an appointment, the Board shall make available for review, during normal business hours, all information in **their** files.
- (b) The C.E.I. member may be accompanied by a C.E.I. representative.
- (c) Upon written authorization by the C.E.I. member, a C.E.I. representative shall have access to the member's file.
- (d) The C.E.I. member may copy any material contained in **their** file.
- (e) If the C.E.I. member disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources or **their** designate, within a reasonable time from the receipt of a written request by the C.E.I. member stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or **their** designate shall, at the written request of the C.E.I. member, notify all persons who received a report based on the inaccurate information of any amendments.
- (f) A member may make a request to the Superintendent of Human Resources or **their** designate, in writing, to have disciplinary letter removed from the member's personnel file after two years if that member has had not additional related letters placed into the file since the date of the letter in question.

The Superintendent of Human Resources or **their** 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 of Human Resources or **their** designate shall provide the reason for the denial, in writing, to the member.

- 15.02 Members will receive a copy of any Board initiated reprimand or disciplinary action which is entered in the member's personnel file. The C.E.I. President will receive a written copy of this action.

- 15.03 An employee may request in writing, to the Superintendent of Human Resources, to have a disciplinary letter or other letter (such as a letter of concern, letter of expectation, record of meeting) removed from their personnel file after two (2) years if that employee has had no additional related letter(s) put in their file from the date of the alleged incident leading to the letter in question unless further similar disciplinary action has occurred. Such request shall not be unreasonably denied. A letter from**

Human Resources confirming whether the letter in question has been removed from the file or whether the request is denied, including the reason for denial, will be sent to the employee with a copy to the O.S.S.T.F. - Continuing Education President within ten (10) working days from the request. A copy of this letter will not be placed in the employee's personnel file.

ARTICLE 16 - WORKING CONDITIONS

- 16.01 (a) **C.E.I.** instructors are required to submit their Request for Working Periods (R.W.P.) form to the Principal of Adult and Continuing Education by May 31st of each year indicating that they are interested in employment for the next two terms. Each instructor will be given the R.W.P. form no later than May 15th.
- (b) Instructors will indicate whether they wish to work full-time, i.e. two courses per term or part-time and the sessions they are prepared to work, i.e. morning, afternoon or evening and the sessions they prefer to work.
- (c) The R.W.P. form will give each instructor their preference for each of the fall, **summer** and winter terms:
- (i) full-time (two courses) or part-time (one course).
 - (ii) morning, afternoon and/or evening sessions.
 - (iii) city and/or county locations.
 - (iv) work site location.
 - (v) request for additional courses [beyond two (2) courses].
 - (vi) ESL and/or LBS.
- (d) Any changes to the R.W.P. form submitted above must be submitted in writing to the Principal of Adult and Continuing Education two weeks prior to the start of a term. If an employee does not wish to be staffed at all during the term, the employee must request a Leave of Absence as per Article 22.
- (e) Best efforts will be made to accommodate the employee's preference on the R.W.P., however, the final staffing allocation resides with the Principal based on the needs of the Program.
- 16.02 (a) **C.E.I.** classes will be offered to **C.E.I.** Instructors to a minimum of thirty-six (36) weeks per year for two (2) classes per term,

based on seniority and preferences indicated on the R.W.P. and subject to being qualified and based on the current structure of the **C.E.I.** Program.

- (b) The Board reserves the right to reduce the thirty-six (36) week period and/or the number of classes offered based on student enrolment, available space and/or any other situation subject to available grants.
- (c) Following the above process, at the discretion of the Principal of Adult and Continuing Education, an instructor, who teaches a full timetable, i.e. two (2) courses, may be granted an opportunity to teach a third (3rd) course provided no one covered by this Collective Agreement teaching less than full-time, is available to do so. Consideration shall be made on the basis of seniority.
- (d) No new instructors may be hired until all instructors on lay-off have been recalled and all employees who have indicated on the R.W.P. form to increase their instructional load have been given the opportunity to work.
- (e) A current list of staffing assignments will be provided to the C.E.I. President and the Superintendent of Human Resources or their designate no later than two (2) weeks after the start of each term. Updated staffing assignment lists will be provided to the Program Leader for distribution.
- (f) All staffing assignment changes will be reviewed with the C.E.I. President or designate prior to implementation.
- (g) **Tentative staffing assignments will be provided a minimum of 48 hours in advance of semester start.**

16.03 Any matter which is of concern to either party to this Collective Agreement may be the subject of discussion at a regularly scheduled meeting of the Joint Relations Committee.

16.04 Any employee covered by this Collective Agreement shall be provided with a copy of this Collective Agreement.

16.05 C.E.I.'s shall be required to notify the Human Resources Department of the Board, in writing, of any change of address and/or telephone number.

16.06 Five and one-half (5.5) hours of instruction per day shall constitute one (1) full day of employment.

16.07 (a) One (1.0) full day of employment for full-time C.E.I. Instructors will be 5.0 hours of instruction and 0.5 hours of time to complete program requirements as per the Literacy and Basic Skills program and English as a Second Language Program.

- (b) The hours for part-time **CEI** instructors per class will be 2.5 hours of instruction and **0.25** hours of time to complete program requirements as per the Literacy and Basic Skills program **and English as a Second Language Program**.

16.08 CEI day school instructors only, paid non-instructional time will be provided to plan and prepare for the classroom. The non-instructional time will be scheduled by the Principal of Adult and Continuing Education. The allocation of non-instructional time is as follows;

- (a) 40 minutes per week for a full-time **CEI** day school instructor who works 2 full courses per day per term, each course being 2.75 hours in duration
- (b) 20 minutes per week for a part-time **CEI** day school instructor who works 1 full course per day per term, each course being 2.75 hours in duration
- (c) Full-time program leader, **and/or** part-time program leader will be allocated the equivalent amount of non-instructional time as provided to the ESL day school instructors.

16.09 Opportunity for job-sharing during the summer program will be provided subject to the approval of the Principal of Adult and Continuing Education.

16.10 There will be two (2) terms of equal length for **C.E.I.** day classes between September and June where practicable.

16.11 There will be two (2) terms of equal length for **C.E.I.** night classes between September and June where practicable.

16.12 Whereas the Board and the C.E.I. agree to the following terms and conditions with respect to Summer Work.

The summer school program for **C.E.I.** may be offered at the sole discretion of the Principal of Adult and Continuing Education. If there is going to be summer work available, the following shall be the process for work distribution.

- (a) All qualified employees shall be given an opportunity for summer **C.E.I.** instructional work.
- (b) The Principal of Adult and Continuing Education will inform employees of the availability of summer work when the decision is made each year by posting a "Summer Opportunities Notice" for **C.E.I.** members.

- (c) An employee interested in summer work will notify the Principal of Continuing Education, in writing, by June 15th, stating the preferred assignment. The C.E.I. President, or designate, will be provided with a list of interested employees.
- (d) Summer work assignments will be granted to interested employees on a seniority basis.
- (e) An employee will receive the hourly rate of pay for a C.E.I. Instructor in accordance with Article 9 for all summer work.

ARTICLE 17- VACANCIES IN OTHER BARGAINING UNITS

- 17.01 C.E.I. who possess the necessary qualifications to teach in the elementary and/or secondary panel may inform the appropriate Superintendent at any time that they are interested in obtaining a teaching position.
- 17.02 The Board agrees to consider such applications for interviews when teachers are being hired for the appropriate panel.
- 17.03 The Board agrees to notify the President of the C.E.I. Union when the Board is accepting applications in either the secondary or elementary panels.

ARTICLE 18 - LAYOFF AND RECALL

- 18.01 The Board agrees that should layoffs be necessary, employees will be laid off in reverse order of seniority in the bargaining unit subject to (a) and (b) below.
 - (a) Where a layoff would result in the cancellation of a program due to the unavailability of a qualified instructor, the next least senior instructor shall be laid off.
 - (b) When the application of Article 18.01 results in the layoff of a Program Leader, the position of added responsibility shall be posted in accordance with Article 16. If no qualified instructor applies to the posting, the Program Leader shall be recalled to the position and the next least senior instructor shall be laid off.
- 18.02 The Board shall notify, in writing, both the employee(s) affected by such layoff and the C.E.I. President. The written notification shall state the date the layoffs are to take effect.
- 18.03 Laid-off employees will maintain their seniority on the recall list for a period of up to two (2) years.

- 18.04 The Board shall maintain and publish by September 1st, of each year, a recall list of laid-off employees in order of seniority, with a copy to the President of the C.E.I.
- 18.05 Bargaining Unit members who are eligible for recall shall file with the Board, their most recent address and telephone number.
- 18.06 Employees will be recalled in order of seniority from the most senior employee to the least senior employee and as positions become available and they are qualified for the position.
- 18.07 When a position becomes available, the Board shall contact the Member being recalled by telephone and shall follow-up with a letter by registered mail.
- 18.08 A Member shall have seven (7) days after the date of the registered letter to notify the Board of their acceptance of the recall. A Member may refuse recall for reasons of illness or injury without prejudice to the Member's recall rights.
- 18.09 Subject to Article 18.10, no external hiring shall take place either to fill permanent vacancies or supply work until all laid off employees have been given an opportunity for recall.
- 18.10 If the Board decides to replace an absent instructor, the replacement instructor shall be selected on the basis of seniority from the C.E.I.'s seniority list. If none are available, the Board may replace the absent instructor from instructors on the supply list.

ARTICLE 19 - EMPLOYEE BENEFITS (LBS AND ESL)

NOTE: The provisions of this article will apply to LBS and ESL Instructors instructing at least two (2) classes in each of two (2) terms or at least two (2) classes in at least three (3) terms for a minimum of twenty (20) hours per week, and thirty-six (36) weeks per year based on the daily rate.

Benefits provided in this article will become effective the month following the month of ratification for eligible employees.

The benefits for each school year will be pro-rated in accordance with the timetable given to the instructors in the previous term. These benefits will continue on the same pro-ratation regardless of whether the timetable of an instructor changes during the current school year.

- 19.01 (a) Eligible employees shall receive sick leave credits for each term of service with the Board equal to two (2) days for each month of service [maximum of eighteen (18) days per year].

- (b) A deduction shall be made in sick leave credits amounting to the number of days which an instructor is absent through illness and for which that instructor is paid, in any term, provided the instructor has sick leave days to **their** credit in accordance with Subsection 19.01(c). A one-half (0.5) day sick leave deduction shall be made for each night school class in which a permanent, half-day day school instructor is absent through illness and for which that instructor is paid, in any term, provided the instructor has sick leave days to **their** credit in accordance with Subsection 19.01(c). A maximum of five (5) one-half (0.5) sick leave credits can be used in any term. An instructor who requests a third session in a term would not be entitled for sick leave for **their** night session.
- (c) Unused sick leave credit may accumulate to a total of one hundred and fifty (150) days effective September 1, 2008.
- (d) An employee who is replacing an absent employee, who is on an approved leave of absence for a full term, shall be entitled to sick leave days equal to the total number of days worked on the assignment divided by ten (10). Such days shall not accumulate beyond the end of the temporary assignment. Sick days will be applied in only half or full day allotments.

19.02 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or Workplace Safety and Insurance.
- (b) The Board will pay the full premium cost of:
An extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family.
- (c) The Board will pay 90% of the premium costs of:
A generic prescription plan for employees and their dependents. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The dispensing fee will be capped at \$6.50 per prescription.

19.03 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services: exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontics services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% coinsurance. The C.E.I. employees will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for subsections (a) and (b) above will be \$1,800.

- (c) The Board will pay 100% of the premium cost for orthodontics (50% coinsurance to a lifetime maximum of \$1,800.)

19.04 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$250.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses or any combination thereof. The full benefit of \$250.00 is available at two (2) year intervals to commence from the date of the most recent purchase made under the vision care plan.

- 19.05 (a) The Board will pay the full premium cost of a group life insurance plan which provides \$95,000 straight term coverage for all eligible instructors.
- (b) For active employees over the age of 65, life insurance shall cease and Out of Country Travel insurance will no longer be available. If the total cost of benefits for an active employee over the age of 65 is greater than that of an active employee under the age of 65, the employee will be invoiced for the difference.
- (c) Optional group life insurance will be offered to eligible instructors at their expense. The maximum optional group life insurance will be \$100,000 in

\$25,000 segments and will be subject to the minimum requirements of the insurance carrier.

- (d) In the event of an instructor being totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes first.
- (e) Optional dependents life insurance will be offered to the instructors at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.
- (f) Eligible instructors shall have full co-ordination of benefits.
- (g) Notwithstanding the above the Master Policy is the true and full record of all benefit coverage.

ARTICLE 20 - MISCELLANEOUS LEAVES (LBS AND ESL)

20.01 The provisions of this article will apply to LBS and ESL Instructors instructing at least two (2) classes in each of two (2) terms or at least two (2) classes in at least three (3) terms for a minimum of twenty (20) hours per week, and thirty-six (36) weeks per year based on the daily rate. These provisions apply to permanent half-time day staff who are teaching at night. These leaves do not apply to summer school instructors in the current structure of summer school, as at date of ratification.

Eligible employees shall be allowed leave without loss of salary as described hereunder:

- (a) Compassionate leave shall be granted by the Superintendent of Human Resources or **their** designate without loss of salary and without deduction of sick leave credits as follows:
 - (i) Up to five (5) days for the purpose of compassionate leave at the time of death of a member of the C.E.I.'s or spouse's immediate family which includes spouse, parent, sister, brother, step-parent, child, step-child or total dependents. Additional days may be granted by the Superintendent of Human Resources or **their** designate when required for travelling.

- (ii) Up to three (3) days for the purpose of compassionate leave at the time of death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparent, grandchild or total dependents. Additional days may be granted by the Superintendent of Human Resources or **their** designate when required for travelling.
 - (iii) Up to one (1) day shall be granted to attend the funeral of a close friend or relative. Additional days may be granted by the Superintendent of Human Resources or **their** designate when required for travelling.
 - (b) Adoption or birth of a child - two (2) days per occurrence.
 - (c) Examinations: Up to one (1) day to write an examination if that examination is scheduled during the working day.
- 20.02 An instructor's salary shall be paid without deduction from sick leave credits when the instructor is absent from duty for any of the following reasons:
- (a) jury duty
 - (b) quarantine
 - (c) subpoena
 - (d) other orders by health authorities.
- 20.03 Miscellaneous Leave up to a maximum of five (5) days in any one (1) school year other than that limited to three (3) days in Section 20.01, may be granted by the Superintendent of Human Resources or **their** designate without loss of salary and without loss of an instructor's deduction of sick leave credits for other reasons approved by the Superintendent of Human Resources or **their** designate or extended under this Article to accommodate special circumstances for reasons approved by the Superintendent of Human Resources. Notwithstanding the above, one (1) personal leave day will be granted subject to the following: This day shall not be unreasonably withheld and shall not be used to extend any other type of leave i.e. Christmas or March break, summer holidays and, or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). The employee will be responsible for notifying his, her immediate supervisor. This day shall be counted as one of the maximum of five (5) days under 20.03
- 20.04 An employee will be entitled to request one (1) personal leave day per term. This request is subject to the approval of the Principal of Adult and Continuing Education and the Superintendent of Human Resources or **their** designate. This leave will be without pay. The Instructor will not lose benefits or seniority while on this personal leave.

ARTICLE 21 - PREGNANCY/PARENTAL LEAVES

- 21.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- 21.02 For pregnancy leave only, the board will pay a “top-up” amount for a maximum eight (8) week period immediately following the birth of a child.
- 21.03 The “top-up” pay will be ninety-five percent (95%) of the regular wage for the two (2) week waiting period and the difference between what an employee received from the Employment Insurance (E.I.) and her regular wage for the six (6) weeks.
- 21.04 To receive pay, the employee must forward to Human Resources proof of receipt of pay from E.I. 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.
- 21.05 The pay will not exceed the amounts specified in Article 21.03 above.
- 21.06 The eight (8) week period will include the two (2) week waiting period and furthermore is not in addition to the seventeen (17) week pregnancy leave maximum and thirty-five (35) week parental leave maximum.
- 21.07 If not eligible for E.I., the employee will be entitled to regular compensation from the employee’s accrued sick leave bank for a maximum of six (6) weeks or days accrued in their sick leave bank.
- 21.08 Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician except as specified above.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 (a) A permanent employee may be granted a leave of absence without pay, by the Board on the recommendation of the Superintendent of Human Resources or **their** designate, up to one (1) school year. The leave of absence shall not interrupt the continuance of employment of the employee with the Board **or affect the employee’s seniority**. An employee shall apply in writing not later than April 1st.
- (b) Leaves shall coincide with the instructional year.**

ARTICLE 23 – SAFETY

- 23.01 The Board shall abide by the Occupational Health and Safety Act and the regulations there under. The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- 23.02 The Board shall provide for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions shall be investigated and, if found to be hazardous, all reasonable effort shall be made to effect a correction.
- 23.03 (a) 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.
- (b) An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.
- 23.04 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee may be brought to the attention of the Joint Health and Safety Committee.

ARTICLE 24 - WORKPLACE SAFETY AND INSURANCE

- 24.01 It is agreed that when a C.E.I. member is injured during the performance of **their** duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will be placed on sick leave until such time as approval of the Workplace Safety and Insurance claim is rendered, up to the amount of the employee's accumulated sick days. During this period, provided the employee has sick leave days to **their** credit, the employee will be receiving the WSIB legislated amount of eighty-five percent (85%). Upon Workplace Safety and Insurance Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workplace Safety and Insurance award. If the Workplace Safety and Insurance claim is rejected, the employee will be placed on sick leave provided the employee has sick leave days to **their** credit, and **their** salary will be adjusted accordingly retroactive to the first day of the absence.
- 24.02 (a) It is agreed that when an employee receives approval for a WSIB permanent disability loss of earnings benefit and is unable to work, the employee will receive an amount which, after all deductions have been

made, is equal to what the employee would otherwise have received. The portion of a day deducted from the employee's sick leave credit per day of absence will be equal to the ratio of the difference between the WSIB permanent disability loss of earnings benefit and the net salary compared to the employee's gross salary.

- (b) Employees who receive payments under Article 24.02 (a) and who are drawing sick leave in accordance with Article 24.02 (a) will be entitled to the Board's contribution to benefits.

24.03 It is understood and agreed that Article 24.02 will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the WSIB award.

ARTICLE 25 - MILEAGE

25.01 A mileage claim will be paid to employees traveling to multiple work locations only if such travel is a requirement of the job and/or at Board request, in accordance with Board policy. Mileage reimbursement is not applicable to travel between dual work locations which were arranged at the request or the application of the employee.

ARTICLE 26 - CRIMINAL BACKGROUND CHECK

26.01 The Board shall pay all costs associated with an incumbent employee who participates in the check offered by the *Ontario Education Services Corporation (O.E.S.C.)* pursuant to *Regulation 521/2001* of the *Education Act*.

26.02 The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to *Regulation 521/2001* of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.

26.03 The Board shall not release any information about a C.E.I. 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.

ARTICLE 27 – PAY EQUITY

27.01 The O.S.S.T.F. – Continuing Education 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.


- 27.02 The O.S.S.T.F. – Continuing Education Bargaining unit and the Board shall meet annually, by November 30th of each year, in order to initiate the annual Pay Equity Maintenance process.**
- 27.03 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.**
- 27.04 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.**
- 27.05 It is agreed that the Board will assume all Time Release costs for employees participating in the Joint Steering Committee and Joint Job Evaluation Committee, and the employees shall not suffer loss of salary and/or benefits.**

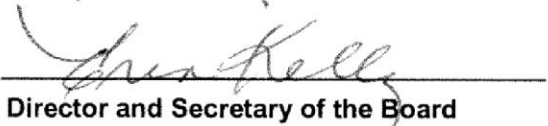
ARTICLE 28 – DURATION

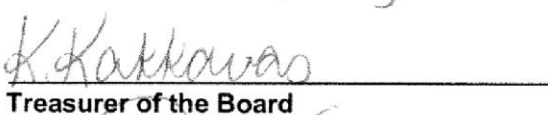
- 28.01 This Collective Agreement shall be in effect from September 1, **2014** and shall continue in full force up to and including August 31, **2017** and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Collective Agreement, in accordance with the Ontario Labour Relations Act.
- 28.02 If either party gives notice of its desire to negotiate amendments in accordance with Section 27.01 above, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Collective Agreement in accordance with the Ontario Labour Relations Act.
- 28.03 Nothing herein prevents the revision or amendment of any provision of this Collective Agreement by mutual consent in writing of the parties hereto during the term of this Collective 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 C.E.I., District 9 on behalf of the instructors.

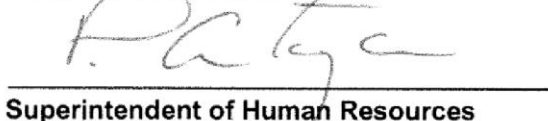
Dated at Windsor, Ontario this ____ day of September 2016.

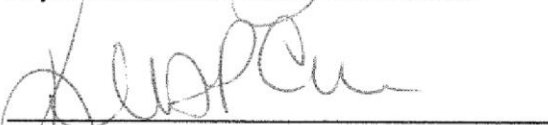
**On behalf of the
GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD:**


Chairperson of the Board


Director and Secretary of the Board

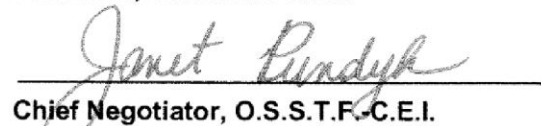

Treasurer of the Board

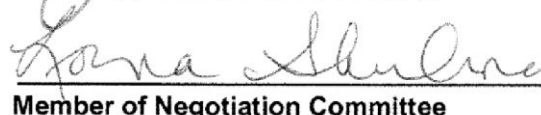

Superintendent of Human Resources

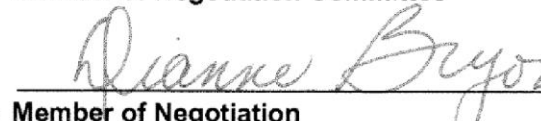

Coordinator of Human Resources
Chief Negotiator

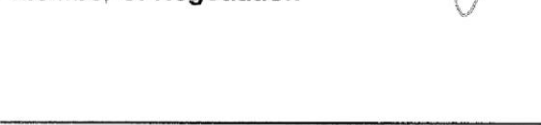
**On behalf of the
THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION, DISTRICT 9
Continuing Education Instructors'**


President, O.S.S.T.F.-C.E.I.


Chief Negotiator, O.S.S.T.F.-C.E.I.


Member of Negotiation Committee


Member of Negotiation


Member of Negotiation Committee

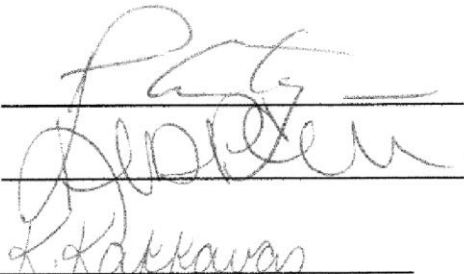
**LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
CONTINUING EDUCATION INSTRUCTORS**

Other ESL or LBS instructors may be employed that may not have qualifications as per the Regulation. The following conditions apply:

1. The Board will grandfather (retain employment) current permanent members who do not possess an Ontario Teacher Certificate.
2. In cases where there is no qualified instructor, if the Board requires further instructors, the Board may hire an instructor without their Ontario Teacher Certificate.
3. Such placements will be temporary for one term and probation and seniority provisions will not apply.


Dated at Windsor, Ontario this 11th day of January 2016.

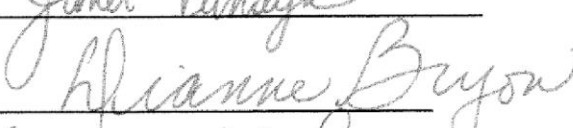
**For the Greater Essex County
District School Board**

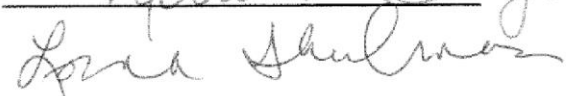


K. Kakkavan

**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**



Janet Pundyk


Adrienne Bryson


Lora Schulman

**LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
CONTINUING EDUCATION INSTRUCTORS**

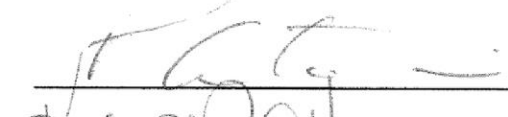
Appendix A – TESL Certification

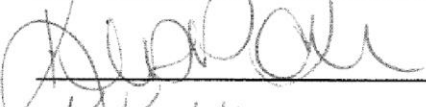
After review should any anomalies occur, the parties shall revise and update the list.

NAME	TESL CERTIFICATION
SHULMAN, Lorna	Grandparented
BRANDENBURG, Bev	Grandparented
PUNDYK, Janet	Grandparented
BERGER, Susan	Grandparented
BRYON, Dianne	Grandparented
MARIUZ, Leanna	Grandparented
HAMDON, Suzan	Grandparented
MCKINLEY, Meaghan	Pending
MAMO, Kathryn	Pending
DASS, Shaun	Pending

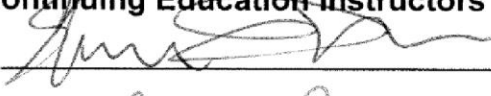
Dated at Windsor, Ontario this 11th day of January, 2016.




**For the Greater Essex County
District School Board**




K. Kakkawas

**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**




Janet Pundyk

Lorna Shulman

Dianne Bryon

EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards' Association (OPSBA)

AND

Ontario Catholic School Trustees' Association (OCSTA)

AND

L'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO)

AND

L'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC)

hereinafter:

COUNCIL OF TRUSTEES' ASSOCIATIONS/CONSEIL DES ASSOCIATIONS D'EMPLOYEURS
"CTA/CAE"

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FÉDÉRATION DES ENSEIGNANTES-
ENSEIGNANTS DES ÉCOLES SECONDAIRES DE L'ONTARIO
hereinafter: "OSSTF/FEESO"

AND AGREED TO BY:

THE CROWN/LA COURONNE

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Agreement is conditional upon local collective agreement terms remaining status quo for the period September 1, 2017 to August 31, 2019. The parties and the Crown agree to recommend the terms of this Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative changes or regulatory amendments and as such are subject to the legislative process. Such changes have not yet been made. Therefore, the content of this Agreement should be considered to be subject to such changes, when and if made, and if such enabling changes are not made or alter the terms of this Agreement in any fashion, this Agreement shall be considered null and void in its entirety.

2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OSSTF/FEESO and by CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 31, 2017 but will complete ratification no later than April 14, 2017.
3. The terms of this Agreement shall be effective on September 1, 2017, except as otherwise provided herein.
 - The expiry date of Letters of Understanding #1 Sick Leave, #4 Job Security, #7 Scheduled Unpaid Leave Plan and #11 Additional Professional Activity (P.A.) Day shall be revised as noted in Appendix I and the terms of LOUs #1, 4, 7 and 11 shall continue in effect, uninterrupted, until August 30, 2019.
4. The English version or the French version of the central agreement shall be equally authoritative in accordance with the language of operation of the applicable school board.
5. The collective agreement shall continue to consist of two parts. Provisions of Part A and Part B shall continue until August 31, 2019 without amendment, except as noted herein and in Appendix 1 attached to this Agreement.
 - Letters of Understanding/Agreement contained in or pertaining to language from the 2014-17 collective agreements shall continue in force and effect for the term of this Agreement. However, where there is reference to an expiry date, the expiry date will be extended by two (2) years.
 - Where local letters of agreement reference specific dates as opposed to an expiration date, these shall be amended such that “2015-2016 and/or 2016-2017” shall be replaced by “2017-2018 and/or 2018-2019”.

6. COMPENSATION

School boards shall adjust their current salary grids, and position of responsibility allowances only in accordance with the following schedule:

- September 1, 2017
 - 1.5%
- September 1, 2018
 - 1%
- February 1, 2019
 - 1%
- August 31, 2019

- 0.5%

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all employees covered by this Agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. OSSTF/FEESO agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages in the 2016-17 school year as a lump sum payment to all employees of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017.

Permanent employees and those on a long term assignment on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be adjusted as if they earned their normal salary/wage for the period of the time on the statutory leave.

Employees on an approved deferred salary leave in the 2017-2018 year on September 5, 2017, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017.

The lump sum payment shall be provided by November 1, 2017.

For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year.

The parties agree that, if the percentage increases in aggregate for general salary noted above are less than the aggregate percentage increases for general salary agreed to at other education worker table (s) for the years 2017-18 and 2018-19, the general salary increases for 2017-18 and 2018-19 agreed to at the other education worker table (s) will be allocated to OSSTF/FEESO education worker members.

7. BENEFITS

- (a) Effective September 1, 2017 inflationary increases shall be provided in each of the following years:

- September 1, 2017 : 4%
- September 1, 2018 : 4%

These inflationary increases will result in a funding amount of \$5,278 per FTE effective September 1, 2017 and \$5,489 per FTE effective September 1, 2018.

There will be a reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the plan per FTE (adjusted for an additional 4% amount prorated for 8 months) and the funded amount per FTE in place as of September 1, 2018. This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OSSTF/FEESO's ELHT's financial statements for OSSTF Education Workers, excluding any and all costs related to retirees. The parties agree that the audited financial statements should provide a breakdown of total cost consistent with this definition. FTE is defined in accordance with Article 3.2.9 (j) of the Benefits Letter of Agreement #2 in the 2014-2017 agreement on central terms and as reported in Appendix H of EFIS for the following two periods: March 2018 per the 2017-18 financial statements and October 2018 per the 2018-19 revised estimates.

- (b) The parties agree to amend the Letter of Agreement #2 re. Benefits of the 2014-17 Agreement on Central Terms to read "The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than November 1, 2017 and may vary by Board." All other provisions in the Letter of Agreement remain in effect.
- (c) Permanent instructors employed by the Waterloo Catholic District School Board, Simcoe County District School Board and Ottawa Carleton District School Board shall be eligible for inclusion in the OSSTF ELHT no later than November 1, 2017. Upon inclusion in the ELHT any payments in lieu of health, life and dental benefits provided in accordance with local agreements shall cease.

8. VIOLENCE PREVENTION

The parties and the Crown agree that the promotion of a violence-free teaching/working/learning environment benefits students, education workers and teachers.

The parties further recognize that OSSTF/FEESO has created a task force to consult with front-line workers to receive input and advice on promoting a violence-free environment;

The parties are committed to providing a venue for the work of the Task Force to be reported, including the creation of a process for follow-up to the recommendations:

The parties and the Crown hereto commit to the following:

- (a) Upon the request of OSSTF/FEESO, school boards will grant union release time to members as required for consultations subject to reimbursement and reasonable operational needs. Such time release shall not be counted toward any maximum union time release allowed for in local collective agreements nor exceed a half day release for up to twelve individuals at a board across all OSSTF/FEESO bargaining units.

- (b) The CTA agrees to assist, upon OSSTF/FEESO's request, with the facilitation of individual district school boards' assistance with the completion of the OSSTF/Violence Prevention Task Force's work.
- (c) Following ratification, OSSTF/FEESO, the CTA and the Crown agree to develop a joint agenda item for the next Provincial Working Group on Health and Safety meeting to discuss with the full group a plan including the OSSTF/FEESO Violence Prevention Task Force's work.
- (d) The OSSTF/FEESO Violence Prevention Task Force report will be shared with the central parties through the Central Labour Relations Committee.

9. PRIORITIES FUND SYSTEM INVESTMENT

(a) Special Education System Investment

In recognition of the role that education assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018 which will continue in the 2018-2019 school year, to be utilized for special education needs.

The projected amount for OSSTF/FEESO is \$13,386,098 as noted in Appendix 2.

OSSTF/FEESO's allocated funding shall be utilized by school boards in the following manner:

- i. To prevent, to the extent possible, layoffs arising as a result of special education funding reductions for the 2017-2018 and 2018-2019 staffing years.
- ii. Any funds remaining after utilization consistent with (i) above shall be used by boards in those years to enhance staffing consistent with the priorities under the program. Any staffing recalls shall be made in accordance with local collective agreements.

(b) Other Staffing Amount

In recognition of the role that office, clerical and technical, and custodial and maintenance employees play in promoting safe, healthy and caring schools, the government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018, which will continue in the 2018-2019 school year.

The projected amount for OSSTF/FEESO is \$6,408,908 as noted in Appendix 2.

(c) For each of 9(a) and 9(b), each board shall engage with the local union to discuss the use of this funding. In this discussion, the board shall provide the union with:

- i. anticipated staffing levels based on current budget projections prior to receipt of the funding, including information about the potential impacts of any
 - catastrophic or unforeseeable events;
 - changes in enrolment;
 - school closure and/or school consolidation;
 - funding changes directly related to services provided by bargaining unit members; and/or
 - positions reduced through attrition.
- ii. the impact of the funding on the board's projected staffing levels.

Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.

10. COMMUNITY USE OF SCHOOLS

Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the Crown will increase the community use of schools funding, in the Grants for Student Needs, by 3% in the 2017-2018 school year (as shown in Appendix 3), and the new level of funding will continue into the 2018-2019 school year. It is intended that this funding be used to staff schools with OSSTF custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide OSSTF custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide OSSTF custodial staffing to the extent of the available funds.

11. DISTRICT 16 YORK PSSP BARGAINING UNIT

The parties agree that the central terms apply to the District 16 York Professional Student Services Personnel effective September 1, 2017 with the locally agreed protected complement.

12. PROFESSIONAL DEVELOPMENT/LEARNING

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$1.5 million. Funds from this EPO shall be allocated among school boards (Appendix 4) with OSSTF/FEESO DECE/ECE staff during the 2017-2018 school year to be used for professional learning for DECEs/ECEs. Boards and local bargaining units shall meet to discuss

the utilization of these funds. Funds shall be held in reserve pending the resolution of the use of the funds.

13. APPRENTICESHIP

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$0.5 million. Funds from this EPO shall be allocated to school boards during the 2018-2019 school year, on the basis of joint applications received from school boards and OSSTF/FEESO locals for apprenticeship under the Ontario College of Trades.

The purpose of the funds is to provide on-the-job training for employees as apprentices.

A joint committee comprised of representatives of the central parties and the Crown, will be created to develop an application process that will be shared with boards and locals. The committee will develop the following:

- i. Criteria of allocation
- ii. Application process
- iii. Eligibility of program
- iv. Reporting
- v. Equitable distribution

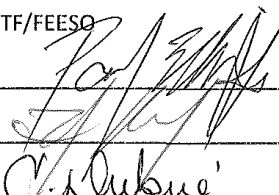
It is understood that the purpose of the Apprenticeship program is not to reduce current complement/positions.

14. EXISTING TERMS AND CONDITIONS

Unless amended by this Agreement or unless expressly provided otherwise, the central and local terms and conditions of each collective agreement between OSSTF and each District School Board shall continue in effect until August 31, 2019, subject to any applicable statutory freeze period. For purposes of clarity, any provision in any collective agreement between OSSTF and a District School Board which provides for the expiry of a central or local term on August 31, 2017, shall be deemed to provide for the expiry of such term on August 31, 2019 subject to any applicable statutory freeze period.

Signed at Toronto, this 23rd day of February, 2017.

OSSTF/FEESO



C. Dubuc

CTA/CAE

Penny (OPSBA)
Stall (OCSIA)
CEPD (ACEPD)

CROWN

[Signature]

[Signature] (AFOLSC)

LETTER OF AGREEMENT

BETWEEN

The Ontario Public School Boards' Association
and
The Ontario Catholic School Trustees' Association
and
Association franco-ontarienne des conseils scolaires catholiques
and
Association des conseils scolaires des écoles publiques de l'Ontario
(together the Council of Trustees' Associations "CTA")
and
Ontario Secondary School Teachers' Federation / Fédération des enseignantes-
enseignants des écoles secondaires de l'Ontario
(hereinafter called 'OSSTF/FEESO')
and
The Crown

RE: MID-TERM AMENDMENTS

Notwithstanding anything else in this Extension Agreement, OSSTF/FEESO bargaining units and school boards retain all rights under the *Ontario Labour Relations Act* to revise local provisions of the collective agreement through mutual consent.

The central parties agree that under the *School Boards Collective Bargaining Act, 2014* the central parties can revise central provisions of the collective agreement through mutual consent.

The central parties may discuss matters referred to them by their respective constituent boards or local unions.

APPENDIX 1

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2019.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Job Security

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as at December 16, 2015. 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 December 16, 2015, 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, 2019.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Employees approved for SULP days shall not be replaced.

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

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017, 2017-2018, 2018-2019 school years;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017, 2017-2018 and 2018-2019 school years, the days will be designated by June 15 of the preceding school year. All interested employees will be required to apply, in writing, for leave for the 2017-2018 and 2018-2019 school years by no later than September 30 of the respective 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. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

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

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

This Letter of Agreement expires on August 30, 2019.

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current six (6) PA days in the 2017-18 and/or the 2018-19 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as Sulp days.

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Index	DSB Name	ESTIMATED SHARE OF INVESTMENTS			ESTIMATED FUNDED FTE GENERATED		
		Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staffing Amount	Other Staffing Amount	TOTAL
1	DSB Ontario North East	312,849	-	312,849	4.3 to 5.7	-	4.3 to 5.7
2	Algoma DSB	365,504	116,276	481,780	5.1 to 6.6	1.0	7.1 to 8.6
3	Rainbow DSB	76,874	156,113	232,987	1.1 to 1.4	1.7	3.8 to 4.1
4	Near North DSB	392,292	-	392,292	5.5 to 7.1	-	5.5 to 7.1
5	5.1.1 Kewadin-Patricia DSB	236,910	112,607	349,517	3.3 to 4.3	2.0	5.3 to 6.3
6	5.2 Rainy River DSB	-	-	-	-	-	-
7	6.1 Lakehead DSB	312,223	-	312,223	4.3 to 5.6	-	4.3 to 5.6
8	6.2 Superior-Greenstone DSB	89,274	36,196	125,470	1.2 to 1.6	0.6	1.9 to 2.2
9	Bluewater DSB	495,790	179,555	675,344	6.9 to 9	3.1	10 to 12.1
10	Avon Maitland DSB	463,076	192,470	655,546	6.4 to 8.4	3.4	9.8 to 11.7
11	Greater Essex County DSB	932,988	-	932,988	13 to 16.9	-	13 to 16.9
12	10 Lambton Kent DSB	-	-	-	-	-	-
13	11 Thames Valley DSB	286,059	-	286,059	4 to 5.2	-	4 to 5.2
14	12 Toronto DSB	1,382,151	11,438	1,393,589	19.2 to 25	0.2	19.4 to 25.2
15	13 Durham DSB	-	-	-	-	-	-
16	14 Kawartha Pine Ridge DSB	-	-	-	-	-	-
17	15 Trillium Lakeland DSB	32,112	1,405	33,517	0.5 to 0.6	0.0	0.5 to 0.6
18	16 York Region DSB	234,305	8,430	242,734	3.3 to 4.2	0.2	3.4 to 4.4
19	17 Simcoe County DSB	-	-	-	-	-	-
20	18 Upper Grand DSB	878,705	347,070	1,225,775	12.2 to 15.9	5.1	18.3 to 21.9
21	19 Peel DSB	330,376	-	330,376	4.6 to 6	-	4.6 to 6
22	20 Halton DSB	186,904	491,320	678,124	2.6 to 3.4	3.6	11.2 to 12
23	21 Hamilton-Wentworth DSB	152,671	420,453	573,124	2.1 to 2.8	7.3	9.5 to 10.1
24	22 DSB of Niagara	-	-	-	-	-	-
25	23 Grand Erie DSB	95,633	-	95,633	1.3 to 1.7	-	1.3 to 1.7
26	24 Waterloo Region DSB	135,841	1,240,530	1,376,370	1.9 to 2.5	21.7	23.6 to 24.1
27	25 Ottawa-Carleton DSB	1,784,137	1,507,072	3,301,209	24.9 to 32.4	25.3	51.2 to 58.8
28	26 Upper Canada DSB	76,873	-	76,873	1.1 to 1.4	-	1.1 to 1.4
29	27 Unistone DSB	84,543	1,301	85,844	1.2 to 1.5	0.0	1.2 to 1.6
30	28 Renfrew County DSB	12,804	8,910	21,714	0.2 to 0.2	0.2	0.3 to 0.4
31	29 Hastings and Prince Edward DSB	-	-	-	-	-	-
32	30.1 Northeastern Catholic DSB	-	-	-	-	-	-
33	30.2 Nipissing-Parry Sound Catholic DSB	-	-	-	-	-	-
34	31 Huron-Superior Catholic DSB	-	-	-	-	-	-
35	32 Sudbury Catholic DSB	-	-	-	-	-	-
36	33.1 Northview Catholic DSB	-	-	-	-	-	-
37	33.2 Kenora Catholic DSB	-	-	-	-	-	-
38	34.1 Thunder Bay Catholic DSB	289,130	-	289,130	4 to 5.2	-	4 to 5.2
39	34.2 Superior North Catholic DSB	-	-	-	-	-	-
40	35 Bruce-Grey Catholic DSB	-	-	-	-	-	-
41	36 Huron-Perth Catholic DSB	-	-	-	-	-	-
42	37 Windsor-Essex Catholic DSB	-	-	-	-	-	-
43	38 London District Catholic School Board	-	-	-	-	-	-
44	39 St. Clair Catholic DSB	-	-	-	-	-	-
45	40 Toronto Catholic DSB	-	-	-	-	-	-
46	41 Peterborough V N C Catholic DSB	-	-	-	-	-	-
47	42 York Catholic DSB	-	-	-	-	-	-
48	43 Dufferin-Peel Catholic DSB	-	-	-	-	-	-
49	44 Simcoe Muskoka Catholic DSB	590,965	192,405	783,370	8.2 to 10.7	3.4	11.6 to 14
50	45 Durham Catholic DSB	-	-	-	-	-	-
51	46 Halton Catholic DSB	-	-	-	-	-	-
52	47 Hamilton-Wentworth Catholic DSB	-	-	-	-	-	-
53	48 Wellington Catholic DSB	255,678	73,328	329,006	3.6 to 4.6	1.3	4.8 to 5.9
54	49 Waterloo Catholic DSB	-	-	-	-	-	-
55	50 Niagara Catholic DSB	-	-	-	-	-	-
56	51 Brant Haldimand Norfolk Catholic DSB	294,129	235,862	529,991	4.1 to 5.3	4.1	8.2 to 9.4
57	52 Catholic DSB of Eastern Ontario	-	-	-	-	-	-
58	53 Ottawa Catholic DSB	-	-	-	-	-	-
59	54 Renfrew County Catholic DSB	-	-	-	-	-	-
60	55 Algonquin and Lakeshore Catholic DSB	-	-	-	-	-	-
61	56 CSD du Nord-Est de l'Ontario	-	-	-	-	-	-
62	57 CSD du Grand Nord de l'Ontario	123,598	65,309	188,907	1.7 to 2.2	1.1	2.9 to 3.4
63	58 CS Via-André	334,417	184,280	518,697	4.6 to 6.1	3.2	7.9 to 9.3
64	59 CFP de l'Est de l'Ontario	359,561	-	359,561	5 to 6.5	-	5 to 6.5
65	60.1 CSD catholique des Grands Rivières	274,272	127,901	402,173	3.8 to 5	2.2	6 to 7.2
66	60.2 CSD catholique Franco-Nord	-	-	-	-	-	-
67	61 CSD catholique du Nouvel-Ontario	248,888	121,928	370,816	3.5 to 4.5	2.1	5.6 to 6.6
68	62 CSD catholique des Auroures boréales	-	-	-	-	-	-
69	63 CS catholique Província	-	-	-	-	-	-
70	64 CSD catholique Centre-Sud	433,379	220,288	653,667	6 to 7.8	3.9	9.9 to 11.7
71	65 CSD catholique de l'Est ontarien	310,167	-	310,167	4.3 to 5.6	-	4.3 to 5.6
72	66 CSD catholique du Centre-Est de l'Ontario	510,921	356,463	867,384	7.1 to 9.2	4.2	13.3 to 15.5
TOTAL		13,386,098	6,408,908	19,795,007	185.8 to 242	111.9	297.8 to 353.9

* Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

- Figures shown reflect best estimates available at this time.

FTE estimates are based on selected OSN salary and benefit benchmarks as follows:

- Special Education Staff Amount is based on the Professional/Para-professional benchmark and the Education Assistants benchmark on the high range.

- Other Staffing Amount is based on the Secondary School Office Support Staff benchmark

- These include anticipated adjustments to benchmarks in 2017-18 to reflect the impact of salary increases in 2016-17.

- Benchmarks assume a 1.5% salary increase in the 2017-18 school year.

- Special Education Staff Amount is based on the share of the board's total education assistants, child and youth workers and professional student services personnel FTE represented by OSSTF.

- Other Staffing Amount is based on the share of the board's total office, clerical and technical, and custodial & maintenance education workers staff FTE represented by OSSTF.

- Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).

- The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

CONFIDENTIAL TO LABOUR RELATIONS

2017-18 -- Community Use of Schools Investment - OSSTF				
		Column #		
Index	DSBNo	DSB Name		Amount
26	24	Waterloo Region DSB		\$ 23,283
27	25	Ottawa-Carleton DSB		\$ 30,998
56	51	Brant Haldimand Norfolk Catholic DSB		\$ 3,855
Total			\$	58,137

Notes:

- Provincial system investment of Community Use Of Schools (CUS) based on 2017-18 projected figures with a 3% increase in the allocation.
- Figures shown reflect best estimates available at this time and are subject to change.

CONFIDENTIAL

Appendix 4: 2017-18 - Investments in System Priorities* for Education Workers - OSSTF EW			
			ESTIMATED SHARE OF INVESTMENTS
Index	DSB No	DSB Name	Professional Development / Learning
1	1	DSB Ontario North East	\$ 20,674
2	2	Algoma DSB	\$ 29,191
3	3	Rainbow DSB	\$ -
4	4	Near North DSB	\$ 43,001
5	5.1	Keswatin-Patricia DSB	\$ -
6	5.2	Baker River DSB	\$ -
7	6.1	Lakehead DSB	\$ 33,739
8	6.2	Superior-Greystone DSB	\$ 4,135
9	7	Bluewater DSB	\$ 61,194
10	8	Avon Maitland DSB	\$ 52,925
11	9	Greater Essex County DSB	\$ 118,253
12	10	Lambton Kent DSB	\$ -
13	11	Thames Valley DSB	\$ -
14	12	Toronto DSB	\$ -
15	13	Durham DSB	\$ -
16	14	Kawartha Pine Ridge DSB	\$ -
17	15	Trillium Lakelands DSB	\$ -
18	16	York Region DSB	\$ -
19	17	Simcoe County DSB	\$ -
20	18	Upper Grand DSB	\$ 139,754
21	19	Peel DSB	\$ -
22	20	Haltim DSB	\$ -
23	21	Hamilton-Wentworth DSB	\$ -
24	22	DSB of Niagara	\$ -
25	23	Grand Erie DSB	\$ -
26	24	Waterloo Region DSB	\$ -
27	25	Ottawa-Carleton DSB	\$ 296,047
28	26	Upper Canada DSB	\$ -
29	27	Unitenone DSB	\$ -
30	28	Renfrew County DSB	\$ 37,213
31	29	Hastings and Prince Edward DSB	\$ -
32	30.1	Northeastern Catholic DSB	\$ -
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ -
34	31	Huron-Superior Catholic DSB	\$ -
35	32	Sudbury Catholic DSB	\$ -
36	33.1	Northwest Catholic DSB	\$ -
37	33.2	Xenora Catholic DSB	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ 40,520
39	34.2	Superior North Catholic DSB	\$ -
40	35	Bruce-Gray Catholic DSB	\$ -
41	36	Huron-Perth Catholic DSB	\$ -
42	37	Windsor-Essex Catholic DSB	\$ -
43	38	London District Catholic School Board	\$ -
44	39	St. Clair Catholic DSB	\$ -
45	40	Toronto Catholic DSB	\$ -
46	41	Peterborough V N C Catholic DSB	\$ -
47	42	York Catholic DSB	\$ -
48	43	Dufferin-Peel Catholic DSB	\$ -
49	44	Simcoe Muskoka Catholic DSB	\$ 73,598
50	45	Durham Catholic DSB	\$ -
51	46	Haltim Catholic DSB	\$ -
52	47	Hamilton-Wentworth Catholic DSB	\$ -
53	48	Wellington Catholic DSB	\$ 26,462
54	49	Waterloo Catholic DSB	\$ -
55	50	Niagara Catholic DSB	\$ -
56	51	Brant Haldimand Norfolk Catholic DSB	\$ 37,213
57	52	Catholic DSB of Eastern Ontario	\$ -
58	53	Ottawa Catholic DSB	\$ -
59	54	Renfrew County Catholic DSB	\$ -
60	55	Algonquin and Lakeshore Catholic DSB	\$ -
61	56	CSD du Nord-Est de l'Ontario	\$ -
62	57	CSD du Grand Nord de l'Ontario	\$ 23,403
63	58	CS Vianonde	\$ 64,502
64	59	CÉP de l'Est de l'Ontario	\$ 70,291
65	60.1	CSD catholique des Grandes Rivières	\$ 24,808
66	60.2	CSD catholique Franco-Nord	\$ -
67	61	CSD catholique du Nouvel-Ontario	\$ 28,116
68	62	CSD catholique des Aurores boréales	\$ -
69	63	CS catholique Providence	\$ -
70	64	CSD catholique Centre-Sud	\$ 82,695
71	65	CSD catholique de l'Est ontarien	\$ 68,637
72	66	CSD catholique du Centre-Est de l'Ontario	\$ 123,629
Estimated Totals			\$ 1,500,000

*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

- Figures shown reflect best estimates available at this time.

- Amount per board based on share of total provincial OSSTF-EW ECE staff in each board.

- These investments are time-limited for 2017-18 only.

RATES OF PAY

(a) Hourly rate of LBS and ESL Instructors assigned to other than a full day of work.

<u>Effective</u>	<u>Base Rate</u>	<u>Vacation</u>	<u>Statutory Holidays</u>	<u>Total</u>
2015 09 01	\$36.27	\$3.26	\$1.27	\$40.80
2016 09 01	\$36.63	\$3.29	\$1.28	\$41.21
2017 02 01	\$36.82	\$3.31	\$1.29	\$41.41
2017 09 01	\$37.37	\$3.36	\$1.31	\$42.04
2018 09 01	\$37.74	\$3.39	\$1.32	\$42.46
2019 02 01	\$38.12	\$3.43	\$1.33	\$42.88
2019 08 31	\$38.31	\$3.44	\$1.34	\$43.09

(b) Daily rate for **C.E.I. Instructors** who are assigned to courses of 2.75 hours duration (two such courses constitute a full day of work).

<u>Effective</u>	<u>Base Rate</u>	<u>Vacation</u>	<u>Statutory Holidays</u>	<u>Total</u>
2015 09 01	\$199.47	\$17.95	\$6.98	\$224.40
2016 09 01	\$201.46	\$18.13	\$7.05	\$226.64
2017 02 01	\$202.47	\$18.22	\$7.09	\$227.78
2017 09 01	\$205.51	\$18.49	\$7.19	\$231.19
2018 09 01	\$207.56	\$18.68	\$7.26	\$233.51
2019 02 01	\$209.64	\$18.87	\$7.34	\$235.84
2019 08 31	\$210.69	\$18.96	\$7.37	\$237.02

(c) Hourly Rate of International Language and General Interest Instructors

<u>Effective</u>	<u>Base Rate</u>	<u>Vacation</u>	<u>Statutory Holidays</u>	<u>Total</u>
2015 09 01	\$27.86	\$2.51	\$0.97	\$31.34
2016 09 01	\$28.14	\$2.54	\$0.98	\$31.65
2017 02 01	\$28.28	\$2.55	\$0.98	\$31.81
2017 09 01	\$28.70	\$2.59	\$1.00	\$32.29
2018 09 01	\$28.99	\$2.61	\$1.01	\$32.61
2019 02 01	\$29.28	\$2.64	\$1.02	\$32.94
2019 08 31	\$29.43	\$2.65	\$1.02	\$33.10

ALLOWANCES

The following allowances shall apply to positions of added responsibility:

Full-time Program Leader

<u>Effective</u>		
2015 09 01	\$156.22	per week
2016 09 01	\$157.78	per week
2017 02 01	\$158.57	per week
2017 09 01	\$160.95	per week
2018 09 01	\$162.56	per week
2019 02 01	\$164.18	per week
2019 08 31	\$172.39	per week

Part-Time Program Leader

<u>Effective</u>		
2015 09 01	\$104.13	per week
2016 09 01	\$105.17	per week
2017 02 01	\$105.70	per week
2017 09 01	\$107.28	per week
2018 09 01	\$108.36	per week
2019 02 01	\$109.44	per week
2019 08 31	\$109.99	per week

Lead Instructor

<u>Effective</u>		
2015 09 01	\$76.84	per week
2016 09 01	\$77.61	per week
2017 02 01	\$78.00	per week
2017 09 01	\$79.17	per week
2018 09 01	\$79.96	per week
2019 02 01	\$80.76	per week
2019 08 31	\$81.16	per week