

**COLLECTIVE AGREEMENT**

**between**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

**(hereinafter called the "OSSTF" or "Union")**

**representing**

**THE EARLY CHILDHOOD EDUCATORS BARGAINING UNIT**

**OSSTF DISTRICT 2 ALGOMA**

**EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD**

**(hereinafter called the "Bargaining Unit")**

**and**

**THE ALGOMA DISTRICT SCHOOL BOARD**

**(hereinafter called the "Employer" or "Board")**

**September 1, 2019**

**to**

**August 31, 2022**

Click on a page number in the Central and Local Terms' Table of Contents for quick location of an article reference. At the bottom of each page of the collective agreement, click on the Central Table of Contents or Local Table of Contents for the designated Table of Contents.

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

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

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

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

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

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

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

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

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

### C3.00 DEFINITIONS

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:

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

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

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

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

- C3.3 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.4 “Casual Employee” means,
- i. a casual employee within the meaning of the local collective agreement,
  - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
  - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- C3.5 “Term Assignment” means, in relation to an employee,
- i. a term assignment within the meaning of the local collective agreement, or
  - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

### **C6.00 EXTENDED MANDATORY ENROLLMENT IN OMERS (for employees not currently enrolled)**

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

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

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

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

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

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

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

## **C9.00 STAFFING COMMUNICATION**

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

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

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

## **C10.00 BENEFITS**

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

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

### **C10.3 Funding**

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

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

- September 1, 2020: 1%
- September 1, 2021: 1%

Funding shall be made retroactive to September 1, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C12.00 SICK LEAVE**

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

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

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

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

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

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

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

**d) Eligibility and Allocation**

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

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

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

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



account for any sick leave which may have been advanced prior to the new allocation being provided.

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

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

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

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

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

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

**g) Administration**

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

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

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification of Long Term Disability (LTD)/Long Term Income Protection

(LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

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

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

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

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

## APPENDIX A – RETIREMENT GRATUITIES

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

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

### B. Other Retirement Gratuities

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

## APPENDIX B – ABILITIES FORM

<b>Employee Group:</b>	<b>Requested By:</b>
<b>WSIB Claim:</b> <b>Yes</b> <b>No</b>	<b>WSIB Claim Number:</b>

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

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

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

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

Please check one:  
 Patient is capable of returning to work with no restrictions.

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

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

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

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

PHYSICAL (if applicable)											
<b>Walking:</b> Full Abilities Up to 100 metres 100 - 200 metres Other ( <i>please specify</i> ):	<b>Standing:</b> Full Abilities Up to 15 minutes 15 - 30 minutes Other ( <i>please specify</i> ):	<b>Sitting:</b> Full Abilities Up to 30 minutes 30 minutes - 1 hour Other ( <i>please specify</i> ):	<b>Lifting from floor to waist:</b> Full Abilities Up to 5 kilograms 5 - 10 kilograms Other ( <i>please specify</i> ):								
<b>Lifting from Waist to Shoulder:</b> Full abilities Up to 5 kilograms 5 - 10 kilograms Other ( <i>please specify</i> ):	<b>Stair Climbing:</b> Full abilities Up to 5 steps 6 - 12 steps Other ( <i>please specify</i> ):	<b>Use of hand(s):</b> <table border="0"> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></td> </tr> <tr> <td>Gripping</td> <td>Gripping</td> </tr> <tr> <td>Pinching</td> <td>Pinching</td> </tr> <tr> <td>Other (<i>please specify</i>):</td> <td>Other (<i>please specify</i>):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	Gripping	Gripping	Pinching	Pinching	Other ( <i>please specify</i> ):	Other ( <i>please specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>										
Gripping	Gripping										
Pinching	Pinching										
Other ( <i>please specify</i> ):	Other ( <i>please specify</i> ):										

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

## **LETTER OF AGREEMENT #2**

### **BETWEEN**

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

### **AND**

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

**RE: Job Security**

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

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



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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**BETWEEN**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE:    Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

## LETTER OF AGREEMENT #5

### BETWEEN

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

### AND

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

**RE: Status Quo Central Items**

#### Status quo central items

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

#### Issues:

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by



a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and

- Identify other issues of concern to the CTA/CAE, school boards, the ELHT and the OSSTF/FEESO provincial and local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards.

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Benefits**

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

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

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

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

### **1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

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

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

### **2.0.0 ELIGIBILITY and COVERAGE**

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

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

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

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

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

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

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

### **3.0.0 FUNDING**

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

3.1.1 The Government of Ontario will provide:

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

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

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

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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



- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).  
  
Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
  - i) there is an in-year deficit,

- ii) the deficit described in i) is not related to plan design changes,
  - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
- then the in-year deficit in i) would be paid by the board associated with the deficit.

If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.

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

defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.

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

#### **4.0.0 TRANSITION COMMITTEE**

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

#### **5.0.0 PAYMENTS**

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

#### **6.0.0 ENROLMENT**

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

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

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

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

#### **8.0.0 CLAIMS SUPPORT**

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

#### **9.0.0 PRIVACY**

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

## **Appendix A – HRIS File**

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

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

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

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

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

**1. Pregnancy Leave Benefits**

**Definitions**

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

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

#### Common Central Provisions

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

- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

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

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

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

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



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

**3. Short Term Paid Leaves**

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

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

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

**4. Retirement Gratuities**

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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

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

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

*[insert current Retirement Gratuity language from local collective agreement]*

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

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

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## **LOCAL TERMS**

### **ARTICLE 1                      PURPOSE**

1.1     It is the purpose of this Agreement to set forth salaries, allowances, benefits, terms and conditions of employment and to provide a process for disposition of grievances for those employees of the Algoma District School Board covered by this Agreement.

a) to establish and maintain mutually satisfactory relations between the Algoma District School Board and the Early Childhood Educators (ECE), to set forth salaries, allowances, benefits, terms and conditions of employment; to provide for an ongoing means of communication between the Union and the Board, a process for disposition of grievances and the final settlement of disputes, and to establish and maintain terms and conditions of employment.

1.2     Both parties shall be bound by the legislation of Canada and the Province of Ontario.

1.3     For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any work sites within the geographic areas covered by the following predecessor school boards:

- Sault Ste. Marie/Central Algoma (including Echo Bay, Laird, Desbarats, St. Joseph Island, Bruce Mines and Thessalon)
- Chapleau
- Hornepayne
- Michipicoten (including Wawa)
- North Shore (including Iron Bridge, Blind River, Serpent River, Spanish and Elliot Lake)

### **ARTICLE 2                      RECOGNITION**

- 2.1 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the sole and exclusive bargaining agent authorized to negotiate on behalf of the ECEs employed by the Algoma District School Board, save and except supervisors and persons above the rank of supervisor and Algoma District School Board students performing under three (3) hours of work per week per department per school.
- 2.2 The Board recognizes the Negotiating Team of the ECEs as the group authorized to negotiate on behalf of the Party. The ECE Negotiating Team shall include up to five (5) members of the Bargaining Unit and may include other representatives, from outside the Bargaining Unit, duly appointed by the Union.
- 2.3 Each party shall notify the other of the names of the members of its Negotiating Team in writing prior to the commencement of negotiations.
- 2.4 Each party recognizes the right of the other to authorize any agent, advisor, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

### **ARTICLE 3                      MANAGEMENT RIGHTS**

- 3.1 The Board shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union.
- 3.2 Subject to the Acts and Regulations of the Province of Ontario and except as expressly modified by this Collective Agreement, the Board retains all rights and prerogatives of management including but not restricted to:
  - a) the right to hire, assign, appoint, suspend, promote, classify, transfer, or lay-off employees, and create and/or remove positions;
  - b) the right to make, alter from time to time, and enforce practices and procedures to be observed by employees. Such practices and procedures shall not be contrary to the terms of this Agreement. Prior to any exercise of this right which would change a practice or procedure, the Board shall notify the Bargaining Unit President;
  - c) the right to determine the qualifications, duties and responsibilities of positions;

- d) the right to discipline, demote or discharge an employee for just cause. The parties agree that a lesser standard of just cause shall apply to probationary employees and casual employees.

#### **ARTICLE 4                      UNION SECURITY**

- 4.1 All present employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the ratification of this Agreement and shall remain Union members in good standing.
- 4.2 Employees hired subsequent to the ratification of this Agreement shall, as a condition of employment, become Union members as of the first day of work and shall remain Union members in good standing.

#### **ARTICLE 5                      UNION DUES**

- 5.1 On each pay date on which an employee receives a pay cheque, the Employer shall deduct from each employee the OSSTF dues and any local levy(ies) chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF 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. In the event of a fixed dollar amount and/or a one time deduction as a Bargaining Unit levy, the Bargaining Unit agrees to provide sixty (60) days notice of change to the Employer.
- 5.2 The OSSTF dues deducted in accordance with Article 5.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 and any local levies chargeable by the bargaining unit shall be remitted to the Treasurer of OSSTF District 2 Algoma no later than the fifteenth of the month following the month in which the deductions were made. Each of such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, their salary or wage rate, their wages for the period, the amounts deducted, the status of any casual employees and the number of hours worked per week for all other employees.
- 5.3 Dues specified by the Bargaining Unit in accordance with Article 5.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 2 Algoma at 674 Pine Street, Sault Ste. Marie, Ontario, P6B 3G1 no later than the fifteenth of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, their salary or wage rate, their

wages for the period, the amounts deducted, the status of any casual employees and the number of hours worked per week of all other employees.

- 5.4 OSSTF 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 OSSTF and/or the Bargaining Unit.

## **ARTICLE 6 NO DISCRIMINATION**

- 6.1 The Board shall not discriminate against, interfere with, restrict or coerce any member because of the member's membership in the Union.
- 6.2 The parties agree that there shall be no discrimination against any Member as prohibited by the Ontario Human Rights Code.
- 6.3 The Board shall maintain a policy and procedures for Harassment/Bullying in the workplace, consistent with the principles of the Ontario Human Rights Code.

## **ARTICLE 7 UNION RIGHTS**

- 7.1 The Board shall provide bulletin board space in an appropriate location in each workplace for the use of the Union for the purpose of posting Union or Bargaining Unit notices and information for members.
- 7.2 The Board shall advise all new employees that a Collective Agreement is in effect and shall advise the employee of the name and telephone number of the Union representative(s) designated by the Union in 7.3 below and shall provide the employee with an electronic copy of the Agreement.
- a) The Board will supply all present employees with an electronic copy after signing the final agreement
- 7.3 The Bargaining Unit shall notify the Board in writing, and keep the Board updated in a timely manner, of the names of its representatives as follows: Officers; Bargaining Committee members; Grievance Committee members; and any other relevant representatives elected or appointed to act on the Union's behalf.



- 7.4 Upon written request to the Superintendent/Manager of Human Resources or their designate, the Bargaining Unit shall be provided with a list of employees in the Bargaining Unit. The list will contain the employee's name, work location, job classification, home address, and telephone number (if available). The Union agrees to indemnify and save the Board harmless in regard to any complaints, suits or liability as a result of providing the above information to the Bargaining Unit.

**7.5 Meetings with Members**

- (a) Union representative(s) shall be allowed to confer with individual member(s) on the Board's premises outside of paid working hours.
- (b) The Union may be allowed to hold Union meetings on the Board's premises outside of working hours. Arrangements for use of Board facilities for meetings shall be made in accordance with Board policies and procedures. Upon request, the Union shall reimburse the Board in accordance with the Community Use of Schools Policies and Procedures.
- (c) Meetings or conferences during the employee(s)' paid work time require the prior approval of the Superintendent/Manager of Human Resources or their designate and/or the employee's immediate supervisor.

**7.6 Access to Personnel Files**

- (a) There shall be only one ADSB Human Resources personnel file for each employee retained by the Board. Such ADSB Human Resources personnel file shall be located in the Human Resources Department of the Board.
- (b) Upon request, Bargaining Unit employees shall have access to the ADSB Human Resources personnel file of the employee during normal office hours and in the presence of a Board designated representative. The employee may authorize, in writing, a Union representative to access the ADSB Human Resources personnel file of the employee and/or the employee may be accompanied by a Union representative who shall have access to the file.
- (c) In the event that the employee's normal working hours so require, the parties shall make mutually satisfactory arrangements for the employee to view the file outside of normal office hours.
- (d) The employee or the employee's representative will have the right to copies of any material contained in such file. The employee may be charged reasonable costs at the discretion of the Superintendent/Manager of Human Resources or their designate.

- (e) Incorrect statistical information in the ADSB Human Resources personnel file of the employee shall be corrected upon receipt of written documentation proving the inaccuracy.

In the event an employee disagrees with information contained in the Board's file and no acceptable change or correction is made by the Board, the employee shall have the right to require that a statement of disagreement be attached to the disputed information.

- 7.7 A copy of the employee's Record of Employment certificate issued to Human Resources Development Canada will be provided to the employee upon request.

#### **7.8 Member Right to OSSTF Representation**

The Employer recognizes the right of a member of the ECE Bargaining Unit to have an OSSTF representative present, should the member so desire, during any meetings with the Employer when the conduct or competence of the member is being investigated or the member is being disciplined. The employee's representative shall be advised in advance of the time and place of the meeting. It is understood that legal counsel could be present for meetings that may also need to be dealt with outside of this Collective Agreement (ie. criminal charges pending). The Board and/or the Union will be notified well in advance of the meeting.

#### **7.9 Discipline and Discharge**

- (a) Disciplinary meetings will normally be held during working hours. The employee shall suffer no loss of pay as a result of attendance at a disciplinary meeting held during the employee's working hours.
  - i) The Board shall have the right to discipline, demote or discharge an employee for just cause. The parties agree that a lesser standard of just cause shall apply to probationary employees and casual employees.
  - ii) Such employee shall have the right to be accompanied and advised by a Union representative at such meeting.
- (b) Employees shall be notified in writing of the grounds for suspension without pay, demotion or discharge. The Bargaining Unit President shall receive a copy.
- (c) The Board agrees to notify the Bargaining Unit President in advance of the discharge of any employee.

- (d) When a report pertaining to an employee's conduct or competence is to be placed in the ADSB Human Resources personnel file of the employee, the employee shall receive a copy.
- e) Documents contained in the Human Resources Personnel file of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period. Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the Human Resources Personnel file.

## **ARTICLE 8                      PROBATIONARY PERIOD**

- 8.1 Upon appointment to a regular Bargaining Unit position, newly hired employees or employees recruited from a casual list shall serve a probationary period of ninety (90) working days. The Board may require an employee who has been absent from work during the probationary period to work additional days equal to the number of days absent in order to complete probation.
- 8.2 Where an employee's probationary period is interrupted for a promotion, the employee's probationary period may be extended by forty-five (45) working days.

## **ARTICLE 9                      SENIORITY**

- 9.1 Seniority shall mean the length of continuous service in the employ of the Board, within the Bargaining Unit, from the date of appointment to an ECE regular bargaining Unit position. This shall be called the "seniority date." Unless specifically otherwise provided, no approved absence (with or without pay) shall constitute a break in continuous service for the purposes of seniority.
- 9.2 **Seniority List**
  - a) A master seniority list will be maintained for Bargaining Unit members who are

appointed to Regular Bargaining Unit positions. Such a list shall be used in the application of staffing provisions of this Collective Agreement.

- b) The list showing the seniority of all employees shall be brought up to date yearly. The Employer shall forward an electronic copy of the seniority list to the Bargaining Unit President and to each Bargaining Unit Member by November 30. Any question as to the accuracy of the seniority dates must be submitted to the Superintendent/Manager of Human Resources or their designate by email, with a copy to the Bargaining Unit President. Failure to dispute accuracy of the list, by email shall result in the seniority list being deemed to be correct. For the purposes of this clause, "School Day" means a day in the school year designated for students in the Algoma District School Board.
- 9.3 In the event of employees being hired on the same day, employees shall have their ranking on the seniority list established by lot, in a manner to be determined by the Employer and the Bargaining Unit.

#### Interruption in Service

Continuous service will be interrupted and seniority will be lost when:

- a) an employee tenders his/her resignation or ceases to be employed in a Bargaining Unit Position; or
- b) an employee's recall rights have expired or been lost as a result of a failure to return to work when recalled; or
- c) an employee retires; or
- d) an employee is discharged or dismissed by the Board, except when the employee is subsequently reinstated through the grievance/arbitration procedure. In the event of such reinstatement, the termination shall not be considered a break in service.

## **ARTICLE 10                      METHOD OF PAY**

- a) Employees shall be paid on a bi-weekly pay schedule.

- b) Where a pay falls on a statutory holiday, the Board shall pay employees on the last regular banking day prior to the statutory holiday.
- c) In the event of an overpayment of salary, the amount of overpayment shall be repaid to the Board through a mutually acceptable schedule of repayment.
- d) In the event of an underpayment of salary by the Board, the amount of underpayment shall be included in the pay of the employee on the next regularly scheduled pay date, provided there is sufficient time to input the change to payroll.
- e) The Board shall provide direct deposit of salary for all employees covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in a timely fashion in order that the employee may be paid.
- f) Individual payroll slips shall be available electronically on each pay date.

## **ARTICLE 11 RECOGNITION OF EXPERIENCE**

### **RECOGNITION OF SCHOOL BOARD EXPERIENCE**

Experience will include time worked in a permanent position as an ECE in a school board in the province of Ontario in an Early Learning Kindergarten program. School board experience will be recognized as 1 year worked = 1 year on the grid.

### **RECOGNITION OF RELATED EXPERIENCE**

The Board will accept letters from previous employers confirming that the employee held a paid ECE position in a registered licensed child-care program which provided programming and care for preschool/school age children. ECE experience acceptable to the Board, as a Registered ECE, shall be recognized for placement on the Wage Grid based on number of days and hours worked. Part-time days will be pro-rated. Recognition of related experience will be calculated as follows:

One year of employment experience = One year experience on the grid up to a maximum of two years.

## **SCHEDULE A**

	Aug. 31/19	Sept. 1/19	Sept. 1/20	Sept. 1/21
Letter of Permission	\$19.58	\$19.78	\$19.98	\$20.18
<i>Qualified 0 years experience</i>	\$21.23	\$21.44	\$21.65	\$21.87
<i>Qualified 1 years experience</i>	\$22.85	\$23.08	\$23.31	\$23.54
<i>Qualified 2 years experience</i>	\$24.48	\$24.72	\$24.97	\$25.22
<i>Qualified 3 years experience</i>	\$26.11	\$26.37	\$26.63	\$26.90
<i>Qualified 4+ years experience</i>	\$27.74	\$28.02	\$28.30	\$28.58

ECEs shall progress through the grid annually on September 1<sup>st</sup>.

ECEs working in a casual occasional capacity are to be paid at the “Qualified 0 year’s experience” rate on the grid. All unqualified employees working as ECEs, casual or otherwise, shall be paid at the “Letter of Permission” rate above.

## **ARTICLE 12 VACATION**

All regular bargaining unit ECEs will receive vacation pay included in their bi-weekly cheques.

Employees appointed to regular ECE positions shall receive vacation pay in accordance with the Employment Standards Act.

## **ARTICLE 13 RECOGNIZED HOLIDAYS**

The following are the Recognized Holidays for which a regular bargaining unit employee shall be paid at the employee’s regular rate of pay provided the employee works the employee’s regularly scheduled workday before and after such holiday unless the employee is on paid sick leave, jury or witness duty, or short-term paid leave or unpaid leave of absence which has been authorized by the Board and which does not exceed fifteen (15) work days immediately preceding the Recognized Holiday:

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, ½ day Christmas Eve, Christmas Day, Boxing Day, ½ day New Year's Eve

**General:** When any Recognized Holiday falls on an employee's normally scheduled day off, the workday immediately prior to the holiday or workday immediately after the holiday may be declared by the Board in lieu thereof.

An employee who agrees to work on a Recognized Holiday shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for those hours worked plus the employee's regular rate of pay.

## **ARTICLE 14                      WORKING CONDITIONS**

For the purposes of leaves and salary year, under the terms of this Collective Agreement, the work year for employees appointed to Regular Bargaining Unit positions shall be from September 1 to June 30.

ECEs shall be assigned to work with a teacher in the classroom during instructional hours.

### **14.1 WORK YEAR**

The regular work year for all permanent ECEs shall be those days determined by the Ministry of Education and the Board to be school days as the term is used in the Education Act including scheduled PA/PD days.

Where Early Childhood Educators are assigned to a location where an Early Learning Program (ELP) before and/or after program begins operating, the work year may be altered at the discretion of the Board to meet the needs of the program.

### **14.2 DAYS AND HOURS OF WORK**

The regular days of work for Early Childhood Educators will be five (5) days per week, excluding Saturday and Sunday. The regular hours of work will be six and one-half (6.5) hours per day, with shifts scheduled between the hours of 8:00 a.m. and 4:00 p.m. or as otherwise determined by the Board to meet operational needs.

An employee who is unable to report to work at the regularly scheduled time must notify the immediate supervisor as per school practice. Notwithstanding the foregoing, in emergency situations the immediate supervisor shall be notified as soon as possible. When advising the immediate supervisor of an impending absence, the employee will give a reason for the absence and an estimate of the duration if possible.

### **14.3 OVERTIME**

An employee will not be permitted to work additional hours or overtime except with the prior approval of the Superintendent.

If required, overtime will be kept to a minimum; however employees will cooperate in meeting operational needs. Reasonable notice shall be provided to employees who are being requested to work overtime.

Hours in excess of six and one-half (6.5) hours per day or thirty two and one-half (32.5) hours per week shall be considered overtime and shall be paid at a rate of one and one-half (1.5) times the employee's hourly rate of pay.

### **14.4 LUNCH**

An uninterrupted unpaid lunch period of one-half (1/2) hour shall be scheduled by the site supervisor during the school lunch period.

### **14.5 EMERGENCIES**

Regular scheduled hours of work may be altered due to unplanned circumstances that occur during the day.

### **14.6 SUPERVISION**

Early Childhood Educators shall be assigned supervision duties, primarily, but not exclusively to, Kindergarten students during the work day, as determined by the school Principal.

### **14.7 PROFESSIONAL DEVELOPMENT**

All required Board-sponsored job specific training or professional development shall be provided during the regular school day.

When Professional Activity Day(s) occurs in the midst of a Long-term ECE's assignment, the ECE shall participate for the full day and be paid for the full day, regardless of their Long-Term FTE, at the discretion of the Superintendent/Manager of Human Resources. In any event, it is understood that the Long-Term ECE shall attend and be paid at minimum for the FTE of their assignment.



## **ARTICLE 15                    SCHOOL CLOSURE**

In the event of early dismissal of students or school closure during the school day, all employees shall be paid their regular rate of pay for the day. It is understood that employees will be reassigned to an alternate work site. Designated alternate work sites will be taken into consideration as reassignments are made.

## **ARTICLE 16                    PERSONAL USE OF VEHICLE**

The Board shall not request that an employee use their personal vehicle to transport students.

## **ARTICLE 17                    SICK LEAVE** (this Article does not apply to casual employees)

(Please refer to C12.00 – Sick Leave in Central Terms)

- 17.1    The Board shall establish and maintain a sick leave plan for employee absences related to employee illness or dental condition as hereinafter provided and shall maintain a sick leave account for each regular employee.
- 17.2    An employee on sick leave, short term disability leave, or WSIB, shall not be employed elsewhere except in extenuating circumstances where the Board has granted permission. When an employee is employed elsewhere or self-employed on the same date for which the employee is on sick leave and the employee has not received Board permission to do so, then progressive discipline according to Board policy up to and including termination may be applied.

## **MEDICAL CERTIFICATE**

Medical absences of an employee which exceed three (3) consecutive working days may require medical documentation from a medical practitioner (for example, physician, physiotherapist, nurse practitioner, chiropractor or naturopath) upon return to duties, if the Board so requests. The Board shall reimburse the employee for the cost of the requested medical certificate of illness.

The Board reserves the right to have the employee submit a medical certificate from a medical practitioner named by the Board regardless of the duration of the illness. Where the Board has requested such medical certification, the Board shall be responsible for the cost of the medical certification.

## **ARTICLE 18                      LEAVES OF ABSENCE**

### **General**

Leave requests are to be made in writing, on the Board's Leave of Absence form, to the Superintendent/Manager of Human Resources or their designate, through the employee's immediate supervisor, at least two (2) weeks in advance of the requested date of leave, whenever possible. In the case of an emergency situation, a telephone call confirmed later in writing will be acceptable. All efforts will be made by the Board to replace the absent member by a casual member of the Bargaining Unit wherever possible for the duration of any Leave.

Leave with pay shall be granted without loss of sick leave to a maximum of five (5) days per school year. (Please see Central Terms p. 39 – Short-Term Paid Leaves.)

### **Bereavement Leave**

Bereavement Leave may be granted upon application to the Superintendent/Manager of Human Resources or their designate without loss of pay or sick leave credits as follows:

- a) Up to five (5) days for the funeral of a Member's father, mother, brother, sister, child, spouse, common law or same sex partner, guardian, father-in-law, mother-in-law.
- b) Up to three (3) days for the funeral of a Member's fiancé/fiancée, grandparent (of member or spouse), brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.

### **Family Care Leave (Compassionate Leave – Type 2)**

- a) Family care leave to a maximum of five (5) working days per work year may be granted for the severe illness, surgery or necessary care of the employee's father, mother, brother, sister, child, spouse, common law or same sex partner, grandchild or guardian. Upon request, the employee shall submit to the Board a doctor's certificate verifying the severity of the illness.

- b) Family care leave beyond five (5) working days may be granted in accordance with the Short-Term Leave provisions.

### **Personal Leave**

Before applying for the following leave, the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form.

One (1) paid Personal Leave Day each school year shall be provided with pay to Early Childhood Educators. When requesting the Personal Leave Day, the Member will provide the reason for their leave. The Board will not unreasonably refuse such Personal Leave Day requests, provided it can meet its operational needs.

It is understood that the Personal Leave Day is to be used a Member to attend to a matter during the regular workday that cannot be attended to in another way. The intent of the Personal Leave Day is not for vacation purposes.

### **Jury or Witness Duty**

- a) An employee who is required to serve as a juror or subpoenaed as a witness in a proceeding to which the employee is not a party, shall be granted a leave of absence without loss of pay or sick leave credits.
- b) An employee subpoenaed to appear as a witness in a proceeding to which the employee is a party to the action will be granted a leave of absence without pay.
- c) An employee who is charged with an offence which arises from the employment relationship with the Board may be granted leave without loss of pay or sick leave credits when subpoenaed to attend court.
- d) All pay excluding travel, meal and accommodation expenses received from the court for such appearances shall be remitted to the Board.
- e) Time served shall be deemed time worked for the purpose of entitlements under this Collective Agreement.

### **Quarantine**

On application to the Superintendent of Human Resources, a member will be granted a leave of absence with pay and without loss of sick leave as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending his/her duties.

The onus will be on the member to provide appropriate documentation (Medical Officer of Health Certificate) to the Board as soon as practicably possible.

### **Short-Term Leave Without Pay**

The Board may grant a leave of absence without pay to an employee for up to a maximum of twenty (20) working days to attend to matters of personal business which cannot be addressed in any other way. The Board shall continue to pay its share of benefit costs with no loss of seniority.

### **Extended Leave of Absence Without Pay**

- a) The Board may grant an employee a leave of absence without pay for a period of up to one (1) year in accordance with the provisions of this Article. Requests for such leave shall be submitted through the Board's Electronic Leave of Absence form and by email to the Superintendent/Manager of Human Resources or their designate via the immediate supervisor at least one month in advance of the employee's last day of scheduled work. All requests for leave shall contain the reasons for the request.
- b) An extension of up to one (1) year may be granted by the Board upon written request of the employee received not less than six (6) weeks prior to the end of the original leave. Except in exceptional circumstances and as agreed by the Board and the Bargaining Unit, any leave without pay shall not exceed two (2) years.
- c) The employee shall not accumulate sick leave, nor service credit for increment of vacation entitlement during the period of the leave. These entitlements shall be maintained at the levels accrued to the employee as of the working day immediately prior to the commencement of the leave.
- d) If the employee has benefit coverage, the employee may elect by email to Superintendent/Manager of Human Resources to continue benefit coverage. LTD coverage will not be available to the employee during the period of the leave. The employee shall pay 100% of the premium costs monthly through direct debit to the employee's bank account.
- e) At the end of the leave period, the employee shall be required to report for work on the first scheduled work day following the leave period. The employee will return to the same position held by the employee immediately prior to the commencement of the leave of absence, if it still exists, provided the employee has not been displaced in

accordance with the provisions of Article 23 (Staffing). If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 23 (Staffing).

- f) If an employee applies for a position which commences prior to the termination of the leave and is appointed to the position, the employee will be required to terminate the leave and return to work in the new position.
- g) Requests to return to work before the leave has expired must be submitted by email to the Superintendent/Manager of Human Resources or their designate at least one month before the requested return to work date. Such requests shall not be unreasonably denied.

## **ARTICLE 19 PREGNANCY & PARENTAL LEAVE**

### **Statutory Pregnancy and Parental Leave**

19.1 Members shall be entitled to Pregnancy and Parental Leave in accordance with the Employment Standards Act of Ontario.

19.2 Seniority shall be continued as set out in the Employment Standards Act.

### **19.3 PREGNANCY LEAVE BENEFITS**

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

## **ARTICLE 20**

## **MEMBER FUNDED LEAVE**

The intent of the Member Funded Leave Plan is to provide a mechanism for Members who qualify, to take a one school year Leave of Absence which shall be funded by the Member through salary holdback with the Funded Leave taken at the end of the period of salary holdback.

The Member must agree as a condition of the Funded Leave to indemnify the Board and the Bargaining Unit against any and all claims, liabilities or consequences arising out of a Member's participation in this Plan.

The granting of a Member Funded Leave shall be governed by the following criteria:

- a) The granting of a Member Funded Leave may be granted with consideration to operational needs of the board.
- b) A Member must have worked five (5) consecutive years prior to applying for the leave.
- c) The Member must be unlikely to be declared surplus during the period of the leave.
- d) The Member must make written application to the Superintendent/Manager of Human Resources or their designate on or before May 1st of any school year, to commence holdback of salary at the start of the next school year.
- e) The Member must declare in his/her application, that the Member intends, except by mutual agreement in emergency circumstances, to continue working for the Board to the end of the plan.
- f) The Member will work for four (4) years earning eighty (80%) percent of their normal wages and will be on leave for the fifth (5th) year earning eighty percent (80%) of their normal wages. A Member may also work for three (3) years earning seventy-five (75%) percent of their normal wages and will be on leave for the fourth (4th) year earning seventy-five (75%) percent of their normal wages.
- g) The withheld salary and accrued interest shall be paid to the Member at the start of the Member Funded Leave in a one lump sum payment or through the regular Board payroll on the pay dates set out for ECE members. Arrangements for the method of payment shall be made through the payroll department prior to starting the leave.
- h) Upon return from a Member Funded Leave, the Member shall return to the same position held prior to the commencement of the leave, if it still exists, provided the Member has not been displaced in accordance with Staffing Article 23. If the position

no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Staffing.

- i) Withdrawal from the leave plan at any time prior to the commencement of the leave shall require mutual agreement.
- j) Once a Member has entered into the member Funded Leave agreement with the Board, no alterations may be made to the plan, except to withdraw entirely from the plan.

## **ARTICLE 21                      UNION LEAVES**

### **Board Initiated Meetings**

When Union representatives are requested by the Board to leave their job duties temporarily in order to attend scheduled meetings with Board representatives, during regular working hours, those employees shall be released from regular duties to attend the meeting without loss of salary or benefits.

### **Short-term Union Leaves**

The elected President of the ECE Bargaining Unit may be granted leave to attend to local union/Bargaining Unit business up to five (5) days per school year. The Union shall reimburse the Board for the actual replacement member costs incurred in the release time of the President.

The Board may grant requests for Short-Term Union Leaves with pay for members of the Bargaining Unit Executive and members appointed to Provincial Committees to attend to Union/Bargaining Unit business to a maximum of twenty (20) days per school year. Such leave shall be requested by the Bargaining Unit President or OSSTF Provincial Office at least two (2) weeks in advance of the date of the leave. The Board reserves the right to limit the number of leaves granted for the same day in any one job classification at any one individual work site or department.

A further ten (10) days of union leave shall be available to Members to attend to union business with no loss of salary or benefits. The Union shall reimburse the Board for the actual replacement member costs incurred in the release time of the Member.



### **Negotiations Leave**

The Board shall grant requests for leave during an employee's regular working hours for up to four (4) Bargaining Unit members of the Bargaining Unit Negotiating Team to attend meetings with the Board for the purpose of negotiating a collective agreement.

The Board and the Bargaining Unit shall notify each other of the names of those members of the Negotiating Team at least ten (10) work days prior to the date of the first meeting of the parties. Leave shall be requested at least two (2) weeks in advance of the date of the leave. This notice period shall be waived in the event meetings are scheduled with less than two (2) weeks notice.

The Board will be responsible for up to a maximum of eight (8) days paid leave for the Union to attend collective bargaining sessions with the Board. The Bargaining Unit shall reimburse the Board 100% of the replacement costs incurred for collective bargaining leave beyond the eight (8) days paid for by the Board.

### **Local Union Leave**

The Board shall grant a Bargaining Unit member elected or appointed to a Union position in the Bargaining Unit or District, leave of absence with pay up to two (2) consecutive work years.

Each Leave shall be for a term of up to two (2) school years and may be renewed for the same term as required.

The Bargaining Unit or the Union shall reimburse the Board for such leave for 100% of the employee's pay and benefits for the duration of the leave.

Members on such leave shall receive from the Employer, and at no cost to the Bargaining Unit, full salary and employee benefits including the accumulation of: credit for experience; seniority; sick leave; and all other rights and privileges under this Collective Agreement.

Members on Federation Leave who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a Member identified by the Bargaining Unit. Such replacement shall be at no additional cost to the Bargaining Unit.

The Bargaining Unit shall notify the Employer of the names of Members to receive such Federation leave. Reasonable notice of such leave will be provided when possible.

### **Provincial Union Leave**

The Board shall grant a Bargaining Unit member elected or appointed to a Union position at OSSTF Provincial Office, a full-time leave of absence with or without pay for a period of up to three (3) terms.

In the event of a leave with pay, OSSTF shall reimburse the Board for such leave for 100% of the employee's pay and benefits for the duration of the leave.

The Union shall be responsible for any WSIB costs related to injuries which occur during the period of the leave.

## **ARTICLE 22                    RESIGNATION AND RETIREMENT**

An employee shall be required to give the Board a minimum of two (2) weeks notice by email prior to the employee's effective date of resignation or retirement. Waiving of the two (2) week notice period shall not be unreasonably withheld in extenuating circumstances.

## **ARTICLE 23    STAFFING** **(this does not include Casual ECE employees)**

- 23.1    The assignment of Early Childhood Educators to a school will be at the discretion of the Board. The number of ECE positions will be determined by the Board and will be reviewed annually to ensure the operational needs of the schools are met. Once the organizational needs of the system have been determined, the Board will share this information in a meeting with the ECE President prior to commencing the staffing process. The meeting may include, but not limited to, discussions pertaining to retirements, resignations, leaves of absence without pay and transfers.
- 23.2    In the event that a Board-wide reduction in the complement of ECEs is required, the members with the lowest seniority shall be notified of lay-off as per Article 25.1 to meet the staffing level determined.
- 23.3    By May 15th of each school year, the Superintendent/Manager of Human Resources or their designate shall convene a meeting with the ECE Union President to advise the Union of the ECE allocation by school for the upcoming school year using the staffing model.

## **ARTICLE 24    TRANSFER**

- 24.1    The Board may transfer an employee from one work site to another to meet its operational needs or for any other extenuating circumstances that require a change in assignment. The Board will endeavour to place the employee in a position which is mutually acceptable to the Board, the employee and the Bargaining Unit.
- 24.2    Employees that would like to be considered for a transfer will submit a request with a maximum of seven (7) preferred locations, by rank, to the Superintendent/Manager of Human Resources or their designate with a copy to the Bargaining Unit President by April 30<sup>th</sup> of each school year. During the staffing process, when an employee declines a transfer to one of their requested locations, they will not be offered any transfer request that they ranked lower than the declined location.
- 24.3    When a vacancy exists at any work site, the most senior qualified ECE who applies or indicates an interest in transferring to that site shall be offered the transfer, up to and including October 15<sup>th</sup> following staffing.

## **ARTICLE 25    SURPLUS/LAYOFF/RECALL**

- 25.1    In cases of lay-off, lay-off notices shall be issued in compliance with the Employment Standards Act of Ontario. The Board shall lay-off employees in reverse order of seniority provided the remaining employees have the qualifications to perform the available position(s).

No senior member of the Bargaining Unit shall be in a position of layoff/recall while a junior member of the Bargaining Unit holds a permanent position in the same geographic area.

- 25.2    An employee shall have the opportunity of recall from the date of lay-off for a period of two (2) years to an available opening in order of seniority, provided the employee has the qualifications to perform the work, as determined by the Board.

Refusal of an offered position in his/her geographic area (of equal or greater hours of work at the time of lay-off) will result in removal from the recall list unless the school the employee is being recalled to is greater than (ninety) 90 Kilometers from the employee's residence or unless a valid medical condition exists or another reason acceptable to the Board.

- 25.3 It is the sole responsibility of the employee to maintain an up-to-date listing of their current address, telephone number and/or e-mail address with the Board.
- 25.4 Any employee that has utilized recall rights and moved to an available opening will have the opportunity to return to the original worksite if a position becomes available by October 15 of the current school year, with consideration to seniority of other bargaining unit members.
- 25.5 Should there be more ECEs in a work location than will be required the following year, the ECE with the least seniority within that location shall be declared surplus.
- 25.6 In addition, the Board and the Union will meet to review the projected staffing figures. With mutual agreement, the Board and the Union will determine a surplus number of ECE's in order to create staffing movement in the system. This surplus declaration will only affect members employed at schools within the Sault Ste. Marie and Central geographical area (Mountainview to Thessalon). This surplus declaration shall be done in reverse order of seniority from those Members currently located in the area.
- 25.7 Notification of surplus positions shall be made in writing to the affected ECEs and the President of the Bargaining Unit as part of the staffing process.

## **ARTICLE 26 VACANCIES**

- 26.1 Where a vacancy for an ECE position occurs in the Bargaining Unit outside of the staffing process as per Article 23, the Employer shall offer the position on the basis of seniority to those Members who have requested transfers or to those who have been displaced in the surplus process.
- 26.2 If no internal permanent Member is placed in the position then casual employees shall be given consideration prior to external candidates.
- 26.3 If the vacancy is not filled, the Board shall then post the position as a vacancy open to external candidates.

Temporary vacancies that occur during the school year will be filled by casual qualified, registered ECE employees.

## **ARTICLE 27 CONTRACTING OUT**

This Article is not applicable to any before and after programs in the schools.

- 27.1 The Board shall not contract out work or services normally performed by Bargaining Unit members.

The Union agrees that the above shall not apply to current scenarios with respect to existing user or shared services agreements or the renewal thereof, nor shall it apply in an emergency situation where no Bargaining Unit member is available to perform this work.

- 27.2 Student Co-op placements, or other student work experience placements, or volunteers will not result in the lay off of Bargaining Unit members nor will it lessen the regularly scheduled hours of work for Bargaining Unit members.
- 27.3 “Ontario Works” placements will not result in the lay off of Bargaining Unit members nor will it lessen the regularly scheduled hours of work for Bargaining Unit members.

## **ARTICLE 28 EMPLOYEES ON WSIB**

An employee, who is absent because of an occupational disease or a work related injury and who has submitted a WSIB claim, shall continue to receive regular pay until the claim is approved by WSIB and the time paid shall be deducted from the employee’s sick leave credit. The amount of regular pay shall be limited to the total of the employee’s available sick leave.

Upon confirmation of approval of the employee’s claim by WSIB, the Board shall top up WSIB benefits to the level of regular pay for a maximum of four (4) years and six (6) months. Once the claim is approved by WSIB the Board shall perform the necessary paperwork to generate credits back to the employee’s available sick leave on a prorated basis.

In the event that the employee is paid by WSIB for the waiting period for which the employee received regular pay from the employee’s sick leave bank, the employee shall reimburse the Board forthwith.

An employee who has been on WSIB and absent from work will return to the same position held by the employee immediately prior to the commencement of the WSIB period, if the position still exists, provided the employee has not been displaced in accordance with the provisions of the Staffing Article 23 and is capable of performing the essential duties of the job as certified by a qualified medical practitioner. If the position no longer exists or if the employee has been displaced, an appropriate placement will be arranged through the return to work plan or via the staffing process.

Every effort shall be made by the parties to accommodate the employee’s return to work and to place the employee within the employee’s previous geographic area.

The Board will continue its contributions to employee benefit plans in which the employee is enrolled in accordance with WSIB legislation.

## **ARTICLE 29    MEDICATION AND MEDICAL PROCEDURES**

- 29.1    Employees shall perform their duties in this respect only under the Board policy, Administration of Medication at School and related procedures.
- 29.2    The Board will arrange for training by appropriate professionals as necessary to assist ECEs in performing required duties and responsibilities.

## **ARTICLE 30    INCLEMENT WEATHER**

In the event of severe weather conditions where buses are cancelled but schools remain open, members will be expected to make a reasonable effort to report to work. If a member in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify their immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site or to a designated alternate work site. There will be no loss of pay or accumulated sick leave provided the member has complied with the requirements of the foregoing.

## **ARTICLE 31    LIABILITY INSURANCE**

First aid providers and administrators of medication fall within the definition of insured under the Board's liability insurance policy. OSBIE's comprehensive liability policy provides protection to Bargaining Unit members in the event injuries are caused to others while administering first aid or prescribed medications while carrying out their duties on behalf of the Board.

## **ARTICLE 32    GRIEVANCE/ARBITRATION PROCEDURE**

### **Definitions and General Provisions**

- 32.1    a)    A "grievance" shall be defined as any matter arising from the interpretation,

application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.

- b) For the purposes of this Article, a “party” shall be defined as:
  - i) the Bargaining Unit/Union;
  - ii) the Board.
- c) “Days” shall mean regular work days (Monday to Friday, exclusive of paid holidays). Timelines for grievances and arbitrations shall be suspended during the period of school breaks (such as Christmas, March and Summer Breaks) as designated in the school year calendar by the Algoma District School Board.
- d) “Grievance Committee” shall refer to:
  - i) In the case of the Board, this committee may include up to three (3) members of the Administration and/or Trustees;
  - ii) In the case of the Bargaining Unit, this committee may include up to three (3) OSSTF members authorized to act on its behalf. Should the meeting be scheduled during the work day, Bargaining Unit members shall be released from regular duties to attend the meeting without loss of salary or benefits, and the Union shall reimburse the Board for the actual replacement costs of the Committee Members.
  - iii) Additional resource people may be included by mutual consent. The cost of the resource people shall be borne by the party making the request.
- e) “Meeting” shall include participation by teleconference for the purposes of administering this Article.

32.2 Timelines may be extended if mutually agreed upon, in writing.

32.3 A grievance regarding the dismissal of an employee may be initiated at Step 2 of the Individual Grievance procedure.

### **Grievance Procedure - Individual**

#### Informal Stage

32.4 A member may initiate a complaint with the immediate supervisor within twenty (20) days of the date of the alleged contravention. The member may have Bargaining Unit representation at said meeting, should the member so desire. The

immediate supervisor shall respond within ten (10) days of the receipt of the complaint.

- 32.5 In the case of a grievance by the Bargaining Unit on behalf of one of its members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

### Step 1

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may initiate a written grievance to the Superintendent/Manager of Human Resources.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

A joint meeting of each party's Grievance Committee may be convened by the mutual consent of the parties to discuss the grievance and attempt to resolve the issue.

The Superintendent/Manager of Human Resources or designate shall answer the grievance in writing within ten (10) days after receipt of the grievance or within fifteen (15) days if a meeting is held.

### Step 2

If the reply of the Superintendent/Manager of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written grievance within twenty-five (25) days to the Director of Education or designate. A copy of same will be provided to the Superintendent/Manager of Human Resources or their designate.

A joint meeting of each party's Grievance Committee will be convened, if a meeting was not held at Step 1, to discuss the grievance and attempt to resolve this issue.

The Director or designate shall answer the grievance in writing within twenty (20) days after receipt of the grievance or within twenty-five (25) days if a meeting is held.

### Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit,



the Bargaining Unit may then apply for arbitration within thirty (30) days of the receipt of the reply.

### **Grievance Procedure – Party**

32.6 In the case of all other grievances by a party, including policy and group grievances, the party making the grievance may take the following steps in sequence to resolve the matter.

#### Informal Stage

The party alleging the contravention of the Collective Agreement shall first attempt to resolve the matter through an informal meeting with the Superintendent/Manager of Human Resources or designate or the Bargaining Unit President as the case may be.

#### Step 1

The party making the grievance may make a written grievance to the Director of Education or designate or the President of the Bargaining Unit, as the case may be, within twenty (20) days of the date of the alleged contravention.

The written grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the party making the grievance.

A joint meeting of each party's Grievance Committee may be convened to discuss the grievance and attempt to resolve the issue.

The Director or designate or the President of the Bargaining Unit shall answer the grievance in writing within fifteen (15) days after receipt of the grievance.

#### Step 2

If the reply of the President of the Bargaining Unit or the Director of Education or designate, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty-five (25) days of the receipt of the reply.

### **Grievance Mediation**

- 32.7 a) At any time after the receipt of the written grievance, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The fees and expenses of the Grievance Mediator shall be shared equally by the parties.
- b) The Grievance Mediator shall not add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- c) Each party shall pay the wages and expenses, as well as related costs of their respective attendees, advisors and witnesses.
- d) The progression of the grievance through the timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

## **Arbitration**

- 32.8 The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator.
- 32.9 The single Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be binding upon the parties and the employee.
- 32.10 The Arbitrator shall not add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.
- 32.11 The fees for a single Arbitrator shall be shared equally by the parties.

## **ARTICLE 33 CRIMINAL BACKGROUND CHECK**

The Board will ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure

location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, The Superintendent/Manager of Human Resources, and no more than two delegates of the Superintendent, as long as they are not members of the bargaining unit. An individual member or a designate shall have access to his/her own records.

#### **ARTICLE 34    OCCUPATIONAL HEALTH AND SAFETY**

- 34.1    The Board, the Union and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as may be amended from time to time.
- 34.2    The Board and Union recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations and Board policies and procedures.
- 34.3    The Workplace Health & Safety Representative(s) shall be informed as soon as possible by the Supervisor or Board whenever the Employer informs the Health and Safety Officer, the Joint Health and Safety Committee Chair, or Certified Member of an incident in that Workplace that could affect the ECE Bargaining Unit in that particular site.
- 34.4    The Board shall make available to the Bargaining Unit President the most current policies and procedures with respect to all elements of workplace safety.

#### **ARTICLE 35 - CASUAL EMPLOYEES**

- 35.1    “Casual Early Childhood Educator (ECE)” shall mean an employee who is on the Board’s casual list.
- 35.2    The Board may employ Casual employees, provided that time worked by a Casual employee shall not lessen the regularly assigned work week of regular full or parttime Bargaining Unit employees.
- 35.3    Casual employees shall be paid vacation pay on each pay cheque in accordance with the Employment Standards Act.
- 35.4    Casual employees shall be entitled to payment on statutory holidays in accordance with the Employment Standards Act.

35.5 Employees laid off from Regular Bargaining Unit positions shall be given the opportunity to be placed on the casual list in accordance with Article 23 (Staffing). In such cases the Board will endeavor to offer daily assignments and long-term assignments to employees on recall prior to offering those assignments to casual employees.

35.6 The rights and privileges of Casual employees for the purpose of this Collective Agreement are exclusively limited to the following Articles:

Article 1 – Purpose

Article 2 – Recognition

Article 3 – Management Rights

Article 4 – Union Security

Article 5 – Union Dues

Article 6 – No Discrimination

Article 7 – Union Rights

Article 11 – Schedule A

Article 13 – Recognized Holidays

Article 14 – Working Conditions

Article 19 – Pregnancy/Parental Leave

Article 28 – Employees on WSIB

Article 29 – Medication and Medical Procedures

Article 31 - Liability Insurance

Article 32 – Grievance/Arbitration Procedure

Article 33 – Criminal Background Check

Article 34 – Occupational Health and Safety

Article 35 – Casual Employees

Article 36 – No Strike or Lockout

## Article 37 – Term of Agreement

- 35.7 All casual employees shall have the opportunity to attend all Professional Development days. Attendance will be voluntary and at no cost to the Board.

### **ARTICLE 36 ATTENDANCE SUPPORT**

- 36.1 In the event that the Human Resources Manager and/or Designate wishes to meet with an employee of the Bargaining Unit for the purposes of discussing the member's attendance, the Superintendent/Manager of Human Resources or their designate shall contact the OSSTF – ECE President to advise of the meeting. The employee shall then be informed of the meeting to attend.
- 36.2 A member shall have the right to OSSTF representation at the meeting.

### **ARTICLE 37 LABOUR-MANAGEMENT COMMITTEE**

- 37.1 There shall be a Labour-Management Committee consisting of three (3) members appointed by the Employer and three (3) members appointed by the Bargaining Unit.
- 37.2 The Committee shall meet as required by the Bargaining Unit or by the Employer to discuss matters of common concern.

### **ARTICLE 38 NO STRIKE OR LOCKOUT**

There shall be no strike or lockout during the term of this Agreement. The terms, "strike" and "lockout" shall be defined as by the Ontario Labour Relations Act.

### **ARTICLE 39 WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP UP BENEFITS**

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the Workplace Safety and Insurance Act, 1997;

- a) The top-up amount shall be paid for a maximum of four years and six months.

- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997 in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

#### **ARTICLE 40                      TERM OF AGREEMENT**

This Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022.

No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

Except as otherwise specified herein, all terms and provisions of this Agreement shall be effective as of the date of ratification.

## **Appendix A: Letter of Understanding**

### **Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits**

The Board will adhere to the suggestion outlined in Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits. Specifically, the Board will apply a cost neutral approach to make an additional payment above the Service Canada approved SEB plan as outlined in Article 19.3. This payment will provide total earnings equivalent to what the individual would have received from the SEB plan prior to the reduction in the EI waiting period.

The intent of Memorandum 2018: B05, which this Letter of Understanding addresses, is to ensure members receive total earnings in the amount that they would have received from the SEB plan prior to January 1, 2017. Prior to January 1, 2017 there was a two-week waiting period for EI benefits compared to the one-week waiting period that was instituted thereafter. At that time, the Board paid members 100% of regular earnings during the two-week waiting period for EI benefits, followed by six weeks of top up to regular earnings, which was a payment by the Board for the difference between EI benefits and the member's regular earnings.

To make members whole, the Board will apply a cost neutral approach.

This will be a one-time payment, the timing of which will be at the Board's discretion.

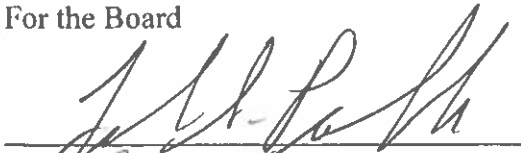

This payment does not form part of the SEB plan in Article 19.3.

Members affected by this Letter of Understanding are those that begin their Pregnancy Leave on or after January 1, 2021.

This Letter of Understanding is contingent upon the existence and application of Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits.

Signed this 21 day of Oct, 2020 at Sault Ste. Marie, Ontario.

For the Board

Alena Mamnorie

For the Union

B. Sterling

N. L. L.

