



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

**OSSTF – DISTRICT 28 RENFREW COUNTY**

**EARLY CHILDHOOD EDUCATORS**

**FOR THE PERIOD**

**SEPTEMBER 1, 2019 TO AUGUST 31, 2022**

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## PART A – CENTRAL TERMS

### 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:

- i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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.
- a) 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.

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H- staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.

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

**C10.5 Benefits Committee**

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

**C10.6 Privacy**

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

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

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

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

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

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

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

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

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

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

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

## **C12.00 SICK LEAVE**

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

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

**b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

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

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

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

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

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

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

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

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

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

- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and 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**

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

Date of Assessment:  
**dd      mm      yyyy**

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

**PHYSICAL (if applicable)**

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



**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 STLDLP.
- 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 STLDLP 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 (STLDLP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

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

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

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

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

### **3. Short Term Paid Leaves**

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

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

### **4. Retirement Gratuities**

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

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

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

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

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

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

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

## **PART B – LOCAL TERMS**

### **L1.0 PURPOSE AND SCOPE**

- L1.1 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Bargaining Unit and the Board hereinafter called the Parties.
- L1.2 It is the expressed desire of the Parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.
- L1.3 This document constitutes the entire Agreement between the Bargaining Unit and the Board. Any amendments to the Articles defined herein shall be in writing and by mutual consent of the Parties.

### **L2.0 RECOGNITION**

- L2.1 The Renfrew County District School Board recognizes the Ontario Secondary School Teachers' Federation as the bargaining agent for all persons working as Early Childhood Educators (ECEs), including permanent, casual and occasional capacities.
- L2.2 The Board recognizes the right of the Federation to authorize the OSSTF Renfrew District ECE Bargaining Unit to act as an agent of the Federation in all matters relating to the negotiation, interpretation, administration, and application of this Agreement on behalf of all persons covered by this Agreement.
- L2.3 The Board recognizes the right of the Bargaining Unit to receive assistance from the Federation, or any other duly authorized agent, to assist in all matters pertaining to the negotiation, interpretation, administration and application of this Agreement.

### **L3.0 DEFINITIONS**

- L3.1 The terms employee and ECE have identical meanings. An employee is a person employed by the Board who is included in the Bargaining Unit described in Clause L2.1.
- L3.2 Board means the Renfrew County District School Board.
- L3.3 Union and/or OSSTF mean the Ontario Secondary School Teachers' Federation.
- L3.4 District 28 means the organization of the OSSTF which is authorized to represent the Bargaining Unit described in Clause L2.1.
- L3.5 Federation means the OSSTF.
- L3.6 Bargaining Unit means the OSSTF Renfrew District ECE Bargaining Unit.
- L3.7 Member means an active member of the OSSTF Renfrew District ECE Bargaining Unit employed by the Board as an ECE.

- L3.8 RECE – A qualified ECE is defined as a person who possesses a two (2) year diploma in ECE, is registered and is a member in good standing with the College of ECEs.
- L3.9 The work days shall follow the school year calendar except in cases where there is an extended year program.
- L3.10 When the context so requires, the singular shall include the plural and the feminine shall include the masculine.
- L3.11 Where the Agreement refers to actions taken by a particular person or the holder of an office, the action may be delegated to some other person.
- L3.12 A casual employee is defined as an employee who is employed on a day to day basis and is entitled to the following terms and conditions of employment as outlined in this Collective Agreement: Articles L1.0 - L9.0, L11.0, L12.3, L13.0, L20.0, L21.0, L23.0, L24.0, L25.0, L26.0, L27.0, L29.0.
- L3.13 A long-term occasional employee is defined as an employee who replaces a permanent employee or fills a temporary position for a period which is more than ten (10) continuous school days but not greater than one school year. A long-term occasional employee is entitled to the following terms and conditions of employment as outlined in this Collective Agreement: Articles L1.0 - L9.0, L11.0, L12.3, L13.0, L14.0, L20.0, L21.0, L23.0, L24.0, L25.0, L26.0, L27.0.

#### **L4.0 EFFECTIVE PERIOD AND RENEWAL**

- L4.1 This Agreement shall be effective for the period in C2.1. In accordance with the *School Board Collective Bargaining Act*, following a notice to bargain centrally, either Party may request to meet to negotiate a renewal of local terms. If notice is given, the Parties shall meet within fifteen (15) calendar days from giving of notice.
- L4.2 The Bargaining Unit and the Board agree that there will be no strikes or lockouts during the term of this Agreement.  
  
Notwithstanding the foregoing, ECEs may strike and the Board may lockout ECEs in accordance with the provisions of the Labour Relations Act.
- L4.3 It is understood and agreed that, in event that a new Agreement has not been reached by the date of expiry of this Agreement all the terms and provisions of this Agreement shall continue in force and effect until such time as it is superseded by a new Agreement, except as may be otherwise provided for in the Labour Relations Act.

#### **L5.0 NO DISCRIMINATION**

- L5.1 Each of the Parties agrees that there shall be no discrimination, interference, restraint, or coercion exercised or practiced upon ECEs because of membership in the Bargaining Unit.

#### **L6.0 CHECK OFF**

- L6.1 All ECEs shall, as a condition of employment, join the Bargaining Unit immediately and remain members in good standing.

- L6.2 The Board shall deduct for every pay period for which an employee receives a pay cheque, the regular union dues, as defined in Section 43 of the Labour Relations Act, RSO 1980. C. 228, levied in accordance with the Federation's constitution and bylaws, owing to the Federation. Should the Federation change the amount of required dues during the term of this Agreement, it shall notify the Board in writing of any change.
- L6.3 Dues deducted in accordance with Clause L6.2 shall be forwarded to the Treasurer of the Federation, within thirty (30) calendar days of the dues being deducted. The payment shall be accompanied by a Dues Submission List showing the names and dues deducted for each employee from whose wages the deductions have been made.
- L6.4 The Board shall deduct for every pay period for which an employee receives pay, the local dues as determined by the members of the Bargaining Unit at an Annual General Meeting.
- L6.5 Dues deducted in accordance with Clause 6.4 shall be forwarded to the Treasurer of the OSSTF, within thirty (30) calendar days of being deducted.
- L6.6 Providing the Board's Payroll System can readily do so and providing the Federal and Provincial Income Tax Regulations so permit, the Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board shall indicate the amount of dues paid by each employee during the previous year.
- L6.7 The Federation shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Federation.

## **L7.0 GRIEVANCE AND ARBITRATION PROCEDURE**

- L7.1 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be subject of a grievance. Except as otherwise provided in Clauses L7.6 and L7.7, grievances shall be dealt with in the following manner:

### Step 1

The Bargaining Unit President shall present the grievance in writing to the Superintendent responsible for Human Resources (or designate). The grievance must be filed within ten (10) working days of the time the grievor was notified in writing, or of the time when the grievor should reasonably be expected to be aware of the action or circumstances giving rise to the grievance. The Superintendent (or designate) shall respond to the grievance in writing within ten (10) working days of receipt of the grievance.

### Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education provided this is done within ten (10) working days of receipt of the reply at Step 1. The Director of Education (or designate) shall meet with the grievor within ten (10) working days of receipt of the grievance at this Step. The Director of Education (or designate) shall respond to the grievance in writing within twenty-five (25) working days of the above noted meeting.

### Step 3

If final settlement of the grievance is not reached at Step 2, within ten (10) working days of the

receipt of the reply at Step 2, the grievance may be referred in writing by either the Bargaining Unit or the Board to a Board of Arbitration as set out in Clause L7.2.

- L7.2
- (a) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Bargaining Unit, and one person chosen by the other members of the Board of Arbitration to act as Chair.
  - (b) The Party requesting a Board of Arbitration shall notify the other Party, at the time of request, of its appointee to the Board of Arbitration. The recipient of the notice shall, within twenty-one (21) calendar days, inform the other Party of the name of its appointee to the Board of Arbitration. If the recipient of the notice fails to make an appointment the other Party may request the Minister of Labour for Ontario to make the appointment.
  - (c) Should the persons appointed by the Bargaining Unit and the Board to act on the Board of Arbitration fail to agree upon a third person to act as Chair within twenty-eight (28) calendar days of the appointment of the second of them, either Party may request the Minister of Labour for Ontario to make the appointment.
  - (d) The Board of Arbitration shall hear and determine the difference or allegation and shall issue a decision. The decision of a majority is the decision of the Board of Arbitration. If there is no majority, the decision of the Chair of the Board of Arbitration shall govern.
  - (e) Each of the Parties to this Agreement shall bear the expenses and remuneration of the person appointed by it to a Board of Arbitration.
  - (f) The Parties will share the expenses and remuneration of any person appointed Chair of a Board of Arbitration.
  - (g) All notices of appointment to a Board of Arbitration shall be in writing. Include the address of the appointee, and be sent by certified or registered mail or hand delivery.
  - (h) No person who has been directly involved in attempts to negotiate or settle the grievance, who has a direct interest in the matter being grieved or who is an employee of either Party to the Agreement shall be appointed or selected to a Board of Arbitration.
- L7.3 Where both Parties agree, a single Arbitrator may be substituted for a Board of Arbitration. In such case the Parties shall endeavour to agree on the selection of the arbitrator, and in the event that they fail to do so, the Minister of Labour for Ontario will be asked to make the appointment.
- L7.4
- (a) No Board of Arbitration or Arbitrator shall have the power to alter, add to, subtract from, or to change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
  - (b) No Board of Arbitration or Arbitrator shall have the power to waive or relieve from any failure to act within time limits set out in this Agreement.

- (c) Subject to Clauses L7.5 (a) and (b), a Board of Arbitration or Arbitrator shall have the power to dispose of a discharge or discipline grievance as seems just and reasonable in all the circumstances.
- (d) The decision of a Board of Arbitration or Arbitrator shall be final and binding and enforceable on the Board, the Bargaining Unit and any employee affected by it.
- (e) Each Party will bear the expenses and salary of any witnesses called by them or subpoenaed on their behalf by a Board of Arbitration or Arbitrator.

**L7.5 Discharge Grievance**

Where an employee alleges an unjust termination of employment, the employee may file the grievance at Step 2 of Clause L7.1 within ten (10) working days of receipt of the notice.

**L7.6 Policy Grievance**

- (a) A grievance by the Board or Bargaining Unit must be initiated within ten (10) working days of the incident giving rise to the grievance.
- (b) Such a grievance shall be initiated at Step 2 of Clause L7.1 and proceed with the timelines established for Step 2 and Step 3.
- (c) In the case of a Board grievance, the President of the Bargaining Unit shall be substituted for Director of Education. The meeting shall be with representatives of the Bargaining Unit authorized to deal with such a grievance.

L7.7 Any grievance not initiated or processed by the grievor within the time limits specified shall be considered to be abandoned.

L7.8 If a Party fails to reply to a grievance within the time limits set out at any step, the grievance may be submitted to the next step of the procedure as though it had been denied in all respects.

L7.9 At any step in the procedure, the time limits may be waived, extended or modified by written mutual agreement of the Parties.

L7.10 A grievance must be in writing stating, but not limited to, the facts alleged, the Article or Articles allegedly violated and the redress sought.

**L8.0 REPRESENTATION**

L8.1 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of the Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Bargaining Unit with a list of personnel authorized to deal with the Bargaining Unit.

L8.2 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and to and from the President of the Bargaining Unit.

- L8.3 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Bargaining Unit to appoint or elect representatives whose duties shall be to assist any member of the Bargaining Unit in preparing and presenting in accordance with the Grievance Procedure. Bargaining Unit members shall not suffer a loss in pay or benefits for taking representation release time. The Bargaining Unit shall reimburse the Board for any time taken for these duties.
- L8.4 Subject to application for the use of a school facility in accordance with. Board Policy governing the use of Board facilities, the Bargaining Unit shall be allowed to carry out union business on the Board's premises outside of normal school hours.
- L8.5 (a) The Board agrees to release members: of the Bargaining Unit to carry out union business up to a maximum of fifteen (15) working days. The Bargaining Unit shall reimburse the Board for replacement costs; Bargaining Unit members shall not suffer a loss in pay or benefits for taking such release time.
- (b) The Board agrees to release members of the Bargaining Unit Executive for union business without loss of salary, up to an additional twenty-five (25) days in any school year, at the discretion of the Superintendent of Human Resources, following advance written request. The Bargaining Unit shall reimburse the Board for replacement costs.
- L8.6 For time spent by members of the Bargaining Unit's Bargaining Committee (not to exceed four [4] members) in direct negotiations with the Board's Bargaining Committee members shall not suffer a loss in pay due to attendance at such negotiations.
- L8.7 The Board may assign a designate ECE supply for each member of the executive to be used when they are released for union related business.

**L9.0 RATES OF PAY**

- L9.1 The Board shall pay rates of base pay, plus vacation pay as outlined in Article L12.0, in accordance with the following:

Effective	2019 Sep 01	2020 Sep 01	2021 Sep 01
Letter of Permission	\$19.78	\$19.98	\$20.18
Qualified 0 years' experience	\$21.44	\$21.65	\$21.87
Qualified 1 years' experience	\$23.08	\$23.31	\$23.54
Qualified 2 years' experience	\$24.72	\$24.97	\$25.22
Qualified 3 years' experience	\$26.37	\$26.63	\$26.90
Qualified 4+ years' experience	\$28.02	\$28.30	\$28.58

- L9.2 For the purpose of recognition of experience in L9.1, each year of experience as an ECE either with this Board, another Ontario School Board in Ontario and a licensed facility (excluding home-based day cares) shall count as a year's experience for grid placement. Employees hired as ECEs, if already a permanent employee of the Board, shall have their salary rate adjusted to the closest match on the grid.
- L9.3 All persons appointed by the Board, as an ECE, shall be subject to a probationary period one (1) year. Notwithstanding the above, where an ECE commences permanent employment prior to

October 31, his/her probationary period shall conclude June 30 of that school year.

- L9.4 (a) Annual increments shall be paid to employees who have performed their duties in a satisfactory manner.
- (b) Annual increments are effective on the anniversary date of the employee's appointment to the Board as a probationary employee.
- L9.5 The current methods of paying employees will continue.
- L9.6 The Record of Employment Certificates for employees shall be issued in accordance with the Regulations Governing Employment Insurance.
- L9.7 Qualified casual ECEs shall be paid at the Qualified 0 Years' Experience rate. Unqualified casual employees shall be paid at the Letter of Permission rate.
- L9.8 Long Term Occasional ECEs shall be paid according to the grid as outlined in 9.1 and shall have experience recognized in the same manner as permanent ECEs.

#### **L10.0 BENEFITS**

- L10.1 The Board also makes available a long-term disability plan, premiums on which are the individual employee's responsibility. Employees of the Bargaining Unit as a condition of employment, enrol in the long-term disability plan. Any employee in the twelve (12) months prior to retirement, may drop long-term disability coverage provided that they will qualify for an unreduced service pension.

#### **L11.0 PENSION PLAN**

- L11.1 All eligible employees must enroll in the Ontario Municipal Employees Retirement Pension Plan (OMERS) upon employment with the Board.
- L11.2 Each employee shall contribute to the Plan based on the formulae established by OMERS. The Board shall contribute an amount as per the OMERS regulations.

#### **L12.0 STATUTORY HOLIDAYS AND VACATION ENTITLEMENT**

- L12.1 (a) The Board recognizes the following as paid holidays:

New Years Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
½ Day before Christmas Day	Christmas Day
Boxing Day	1/2 Day before New Year's Day

Any other day proclaimed as a holiday by the Federal or Provincial Government.

- (b) In order to be entitled to payment for a holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, unless the employee is absent with pay through illness supported by the certificate of a physician or licentiate of dental surgery, as the case may be is on an approved leave of absence with pay or is on an approved absence without

pay not exceeding five (5) working days (except where the absence is without pay due to sick leave being exhausted).

- (c) When any of the holidays, which are named in Clause L12.1 (a), fall on a day that due to the school year calendar will be a working day, the holiday will be observed on another day as determined by the Board.
- (d) Payment for Canada Day is to be made on the first regular pay in September for returning permanent employees.

L12.2 (a) For the purpose of computing vacation, the year shall be September 1 to June 30. Where an employee's employment is terminated part way through a vacation year, the employee's vacation entitlement for the current year shall be prorated in accordance with the ratio the part vacation year worked bears to the entire year.

- (b) All permanent employees shall be entitled to annual vacation pay, to be paid in equal increments on each regular pay date as follows:

Length of continuing service as of the following August 31:

Less than 3 years (10) working days	= 4%
3 years and over but less than 10 years (15) working days	= 6%
10 years and over but less than 15 years (20) working days	= 8%
15 years and over but less than 20 years (22) working days	= 8.8%
20 years and over (25) working days	= 10%
30 years and over (30) working days	= 12%

- (c) Service in a permanent position with the Board shall count toward vacation entitlement, provided that there has been no break in service.

L12.3 Vacation pay and statutory holiday pay for casual and long-term occasional employees shall be in accordance with the Employment Standards Act.

### **L13.0 HOURS OF WORK**

L13.1 The normal paid daily hours of work will be seven (7) continuous hours for full-time ECEs, in addition to a minimum thirty (30) minute unpaid lunch break. The normal weekly paid hours of work for full time ECEs will be thirty-five (35) hours. The normal work day is between 7:30 a.m. to 4:30 p.m. (or 6:00 a.m. to 6:00 p.m. if the Board operates an extended day program), from Monday to Friday inclusive. No seven (7) hour day shall be spread over a period longer than eight (8) hours. These hours may be amended by mutual consent of the employee and the Board.

L13.2 Each employee shall be permitted on a daily basis a fifteen (15) minute paid rest period in each half of the employee's scheduled hours of work.

L13.3 Each employee shall be permitted an uninterrupted lunch break of at least thirty (30) minutes per day during non-instructional time.

- L13.4 In scheduling rest periods and lunch breaks, the principal shall ensure that each employee shall participate in the school supervision schedule in a manner that is equitable with teaching staff.
- L13.5 (a) All authorized time worked beyond the normal work day, the normal work week or on a Saturday, Sunday or a recognized holiday shall be considered as overtime. All overtime must have the prior approval of the Principal.
- (b) Overtime rates shall apply for work as follows:
- (i) On a regular work day — time and one-half after seven (7) hours in any one day for all employees.
  - (ii) On a regular scheduled day off — time and one-half.
  - (iii) On a recognized holiday as described in Clause L12.1 — time and one-half plus another day off with pay at a time mutually agreeable between the employee and the Employer. In lieu of another day off with pay, the employee may elect to be paid the employee's normal day's wages plus time and one-half for the time worked.
  - (iv) All time worked on Saturday or Sunday - time and one-half.
- (c) An employee shall receive cash payment for overtime at the appropriate overtime rate.
- (d) An employee who is called in and required to work outside of the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rate. Overtime pay does not cover travelling time from the employee's residence to the employee's normal reporting centre.
- (e) An employee who is required to work two (2) or more hours' overtime immediately prior to, or immediately following a regular seven (7) hour working day, shall be provided with a meal allowance.
- L13.6 Employees who are required to attend mandatory in-service programs as determined by the Principal in conjunction with the Superintendent of Human Resources, or designate, shall be paid at the employee's regular rate of pay.
- L13.7 In each year of the agreement one (1) professional activity day shall be designated for the purpose of parent/teacher interviews. The principal will consult with teachers and ECEs on staff to develop a schedule for parent/teacher interviews. Should interviews be scheduled the evening before the PD day, interviews offered on the PD day will be offered in either of the morning, the afternoon, or the equivalent of one-half (1/2) during the day. During the block of time that interviews are not offered, the ECE are not required to be at the school.

#### **L14.0 VACANCIES**

- L14.1 When a position within the Bargaining Unit becomes vacant or a new position within the Bargaining unit is created, a notice of vacancy shall be posted in each work location. Such notice will describe the nature of the assignment, location, full-time or part-time, starting date, and specific education (RECE) or other skills required. All postings within the Bargaining Unit will be copied to the Bargaining Unit President.

- L14.2 (a) A notice of vacancy shall be posted internally for five (5) business days prior to advertising externally. Positions which become available during non-instructional periods such as the months of July and August shall be posted internally and externally at the same time.
- (b) Subject to being qualified, current permanent employees will be placed into vacancies for which they applied, based on seniority.
- L14.3 The Board will provide a list of all ECE staff, including FTE, to the Bargaining Unit President once a year, at a mutually agreeable time.
- L14.4 Upon written request, the Board shall provide the Union with available data relevant to the negotiations and administration of this Agreement, within ten (10) school days of requesting such data and other relevant data within twenty (20) school days, subject to Board requests for extensions that shall not be unreasonably denied.

#### **L15.0 SENIORITY AND LAY OFF**

- L15.1 (a) Seniority shall mean the length of continuous service in the employ of the Board, inside the Bargaining Unit, since the first date of paid employment in a permanent 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.
- (b) Where a provision of this Agreement provides that a period of time shall not count towards seniority or that seniority shall not accrue or accumulate during a period of time, the seniority date shall be adjusted to reflect such period(s) of time. This adjustment shall be done by moving the seniority date towards the present by the number of calendar days in said period(s) of time.
- (c) Where a provision of this Agreement provides that a period of time or a portion of a period of time which would otherwise not count towards seniority or during which seniority would not accrue or accumulate shall be included in seniority, the seniority date shall be further adjusted following application of (b) above to reflect such period(s) of time. This adjustment shall be done by moving the seniority date away from the present by the number of calendar days in said period(s) of time.
- (d) Except as provided in Clause L15.5, time on lay off shall accrue towards seniority.
- (e) Ties shall be broken by lot at the time the tie first occurs.
- (f) Notwithstanding (e) above, should a tie occur in seniority and one or more of the tied ECEs have worked within the Bargaining Unit as a long-term occasional ECE, the number of days for such occasional work shall be used to break tie. This shall have the effect of ranking new permanent employees who share the same date as per Clause L15.1(a) with employees with previous Bargaining Unit experience ahead of other new permanent employees, within a grouping sharing the same date of first paid employment.
- L15.2 A long-term occasional employee shall not acquire seniority unless said employee becomes permanent immediately following the long-term occasional assignment in which case seniority shall

date back to the start of the long-term occasional assignment.

- L15.3 Each employee with seniority shall appear on a Seniority List in order of decreasing seniority.
- L15.4 (a) The Board shall publish the Draft Seniority List of Clause L15.3 by January 31st of each year. Copies of the Draft Seniority List shall be posted in each location where employees named on the Seniority List are employed.
- (b) The Bargaining Unit President shall be provided with a copy of the Draft Seniority List. The Bargaining Unit President shall have ten (10) working days to submit, in writing, any objections to the Draft Seniority List.
- (c) Within twenty (20) working days of the posting, the Human Resources Department will issue a revised seniority list.
- L15.5 An employee shall lose all seniority and shall have employment terminated in the event that the employee:
- (a) resigns;
- (b) is discharged for just cause and not reinstated;
- (c) fails to return to work within seven (7) calendar days following a lay off and after being notified by registered or certified mail to do so unless through illness or other just cause;
- (d) is laid off for a period longer than two (2) years;
- (e) fails to return to work after completion of a leave of absence (with or without pay) which was granted by the Board unless a reasonable explanation is submitted and accepted by the Board;
- (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted by the Board unless a reasonable explanation is submitted and accepted by the Board;
- (g) accepts permanent full-time employment with another employer.
- L15.6 The Board agrees that no employee or staff shall be laid off, have hours of work reduced or be relocated as a result of contracting out work customarily performed by an employee covered by this Agreement.
- L15.7 Spring Staffing
- (a) Should there be more employees in a location than will be required the following year, the employee or employees with the least seniority within that location shall be declared surplus. Notification of surplus positions shall be made in writing to the affected employee or employees and the President of the Bargaining Unit no later than May 1. In addition to notification of surplus employees, all employees with less seniority than the most senior surplus shall also be notified.
- (b) Any employee involved in the staffing process shall be given an opportunity to indicate their preferred locations through a mutually agreed upon electronic format (in order of preference) or choose layoff, and shall be placed in order of seniority. Placements shall be done no later than May 31<sup>st</sup>, thereby concluding the staffing process. In the event a surplus employee cannot be placed, such employees shall have an opportunity to fill vacancies, in accordance with Clause L14.2. Should any surplus employee not apply for a

posting for a vacant position, and such position remains unfilled after the posting period, surplus employees shall be staffed in the vacant position unless the employee has chosen to be laid off. If the vacant position is more than forty (40) kilometers from an ECE's home s/he shall have the right to refuse such placement.

- (c) It is understood that an employee shall have the option to not exercise this right to bump and become laid off as per Clause L15.10.

L15.8 Any surplus employee who is not placed through Clause L15.7 shall be laid off.

L15.9 The Bargaining Unit shall be apprised of all relevant information throughout the staffing process.

- L15.10 (a) There shall be a recall list. An employee who is laid off may choose to be placed on the recall list. Being on a recall list creates a recall right to the positions covered by this Agreement.
- (b) An employee's name will remain on a recall list for two years until either the employee loses all seniority; the employee is recalled; or the employee requests (in writing) removal from the list.
- (c) The employee shall keep the Board informed of any change of address.
- (d) The Board will post any positions and employees with recall rights will apply indicating they have recall rights.
- (e) Subject to ECE qualifications and seniority, an employee with a recall right shall have priority over other applicants. Where more than one employee with a recall right applies, placement shall be in order of decreasing seniority.
- (f) A laid off employee who is recalled must repay any severance allowance paid or the employee cannot be recalled.

L15.11 A laid off ECE choosing not to be placed on the recall list shall be entitled to severance pay in accordance with the Employment Standards Act.

## **L16.0 SICK LEAVE**

**[REFERENCE: CENTRAL TERMS C12.0](#)**

- L16.1 (a) Absence due to personal illness of three (3) consecutive school days or less and not exceeding a total of ten (10) working days in any one year do not normally require medical certification. However, at the Board's discretion, a medical certificate may be required for any lesser period of absence.
- (b) A certificate when required under (a) above shall be furnished to the principal or other immediate supervisor and shall clearly certify to the inability of the employee to attend to duties due to personal illness or acute inflammatory condition of the teeth or gums.
- (c) For absences in excess of ten (10) school days, but of three (3) months or less, a certificate shall be submitted to the Superintendent of Human Resources or designate. If the absence

is for a period in excess of three (3) months, the Board may require that it be certified by a doctor chosen by the Board at the Board's expense.

- (d) Where the frequency of incidental absence becomes a concern to the Board, the employee may be required to have a medical examination by an independent doctor acceptable to the employee and to the Board, at the Board's expense.

L16.2 An employee who is absent due to an illness or injury which is compensable by the Workers' Compensation Board shall be entitled to supplement such compensation up to the full salary of the employee without deduction from sick leave to a maximum of four (4) years and six (6) months.

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.

L16.3 Quarantine Leave

Where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical health authorities from attending to duties, the employee shall be paid regular salary without loss of sick leave, benefits, experience or seniority and the time shall not be deducted from the employees sick leave account.

## L17.0 SPECIAL LEAVE

L17.1 (a) Each employee may be granted leave of absence for reasons other than illness without deduction of salary subject to approval by a person or persons designated by the Board. Application for Special Leave shall be made to the Superintendent of Human Resources or Delegate. Any such absences shall be chargeable to the employees special leave account and are subject to sufficient leave credits being in the employee's special leave account. At the first of September each year an employee's Special Leave Account shall be credited with five (5) days. Special leave days are non-cumulative from year to year. A newly hired or part time permanent employee receives a prorated amount based on hours worked credit for the balance of the year upon commencement of duties.

(b) Generally, special leave is granted for such reasons as:

- university graduation exercise (including graduation from a 2 or 3 year college program) for employee or members of immediate family;
- funeral of relative other than qualifying for Bereavement leave or close friend;
- sudden illness of family member;
- taking family member to doctor or hospital;
- appointment with lawyer or other professional which cannot be arranged outside working hours;
- household emergencies where physical property or goods of employee at risk due to weather or other hazards;
- marriage of employee's children or children of employee's spouse;
- transportation emergencies;
- other family responsibilities such as need to make unexpected alternative care arrangements and attendance at minor child's school.

(c) In (b) above:

- (i) "immediate family" means spouse, parent, parent-in-law, or child:

- (ii) "family member" means spouse, parent, parent-in-law, minor child, person living within household for whom the employee has responsibility or adult child where the employee takes on major care giving responsibilities.
- (d) In all cases employees are expected to minimize the amount of time from work.
- (e) Special Leave may be granted for as little as fifteen (15) minutes and up to the credits available.
- (f) Special Leave is not granted for social occasions such as reunions, anniversaries.
- (g) Where Special Leave is not granted, leave without pay may be granted at the request of the employee, upon approval of the Superintendent of Human Resources or Delegate.
- (h) Where Special Leave requested after the fact is denied, the absence becomes leave without pay.
- (i) Where Special Leave is denied after the absence has occurred, the absence becomes leave without pay.

#### L17.2 Inclement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent an employee from travelling from his/her principal residence to his/her workplace, there shall be no loss in salary under this Agreement. On return to work, the employee will submit an Application for Leave Form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

### **L18.0 BEREAVEMENT LEAVE**

- L18.1 (a) A maximum of three (3) working days with pay shall be granted to attend the funeral of immediate next-of-kin (parents or guardian, children, brothers, sisters, spouse, mother-in-law, father-in-law, grandparents, grandchildren, any relative living in the same household or any other relative for whom the employee is required to make the funeral arrangements).
- (b) If more than three (3) consecutive working days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to special leave. If the special leave account has been exhausted, then any days granted would be without pay.

### **L19.0 COURT APPEARANCES**

#### L19.1 Summons and Subpoenas

Each employee shall be allowed leave of absence without deduction of salary or sick leave when required to serve on a jury or subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall provide supporting court documentation at the time of the request. The employee shall pay to the Board any fee, exclusive of travelling allowances and living expenses that are received as a juror or as a witness.

### L19.2 Court Cases

In the event that an employee, in the execution of duties, is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court with the approval of the Board. If the employee is not acquitted, a salary deduction may be made at the discretion of the Board.

### L19.3 Co-defendant with Board

- (a) Where the employee as a result of the employment relationship, is a co-defendant with the Board in an action brought by a third party, the employee shall be permitted leave of absence without deduction of salary or sick leave for the purposes of responding to the action with the Board.
- (b) This provision only applies to the extent the employee and the Board have common interests and does not apply to any parallel action in which the Board is not a defendant.
- (c) This provision ceases to apply upon the Board ceasing to be a defendant in such an action.

## **L20.0 PREGNANCY AND PARENTAL LEAVE**

L20.1 An employee is entitled to an unpaid pregnancy or parental leave of absence as provided for in the Employment Standards Act.

### L20.2 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.

#### **L21.0 LEAVE OF ABSENCE WITHOUT PAY**

- L21.1 An employee is entitled to apply for a Leave of Absence (without pay) for a specified period of time. The granting of such leave is at the discretion of the Board.
- L21.2 An application for a Leave of Absence Without Pay must be submitted to the Director of Education or designate at least four (4) months prior to the requested commencement date of the Leave except in emergency cases.
- L21.3 A Leave of Absence Without Pay granted by the Board may be extended for further periods. The process of Clause L21.2 shall be followed except one (1) month is substituted for four (4) months.
- L21.4 An employee on a Leave of Absence without Pay must notify the Board at least one (1) month prior to the termination of the Leave if the Employee is not going to return to work.
- L21.5 An employee on a Leave of Absence Without Pay may at their expense maintain employee benefits, subject to conditions established by the Trust. The responsibility for making these arrangements rests with the employee.

#### **L22.0 RETIREMENT GRATUITY**

Retirement Gratuities were frozen as of August 31, 2012. An ECE 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:

L22.1 Employees are eligible to receive a Retirement Gratuity in accordance with the following:

- (a) those employed on or before August 31, 1982, and otherwise eligible for Retirement Gratuity are eligible from date of employment;
- (b) those employed since August 31, 1982 are eligible to accumulate sick leave credits for Retirement Gratuity purposes commencing January 1, 1990;
- (c) the employee has been employed on a regular basis and received sick leave credits;
- (d) the employee has completed a minimum of ten (10) years continuous service with the Board or its predecessors and submits proof to the Human Resources Department within three (3) months after leaving the Board's employ that the employee is receiving a pension from the pension plan referred to in Article 11;
- (e) the employee has completed forty (40) years of service with the Board; the employee suffers permanent disability as certified to by a licensed medical practitioner;
- (f) the employee suffers permanent disability as certified to by a licensed medical practitioner.

L22.2 (a) The Retirement Gratuity shall be calculated on:

- (i) number of years service;
- (ii) number of days accumulated in the employee's sick leave account at the time of retirement.

(b) The formula for calculating the Retirement Gratuity shall be:

$$\frac{N}{240} \times \# \times \$$$

Where N is the number of unused accumulated sick leave credits eligible for inclusion to a maximum of 240 (days transferred from another employer are not included: days used are charged on last in first out basis) is based on years of service.

10 years - 20%	16 years - 38%
11 years - 23%	17 years - 41%
12 years - 26%	18 years - 44%
13 years - 29%	19 years - 47%
14 years - 32%	20 or more - 50%
15 years - 35%	

\$ is the last full year's salary.

(c) For employees hired prior to January 1, 1976 the formula shall be:

$$\frac{N}{240} \times (3\% \times \text{years of service}) \times \text{Best salary}$$

(d) No Retirement Gratuity can exceed fifty percent (50%) of one year's salary at the time of retirement.

L22.3 (a) For Retirement Gratuity purposes, an employee may accumulate two hundred and seventy (270) sick leave days; however, the Retirement Gratuity is based on a maximum of two hundred and forty (240) days.

- (b) The Retirement Gratuity may be paid, in a lump sum or over not more than a three (3) year period, and at a time or times mutually agreeable.
- (c) Should a retired employee die before receiving full payment of the Retirement Gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary or estate if no beneficiary has been named.
- (d) In the event of the death of an employee prior to cessation of employment, a Retirement Gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the employee's beneficiary or estate if no beneficiary has been named.
- (e) Days utilized for the Retirement Gratuity are charged against the Sick Leave Account and cannot be used for any other purpose.

### **L23.0 WORKING CONDITIONS**

- L23.1 Employees who are required by the Board to use their own automobile for the Board's business will be paid travel as per Board Policy.
- L23.2 The Board shall provide bulletin board space in each school on the common bulletin board for the exclusive use of the Bargaining Unit.
- L23.3 The Board shall provide information to the Bargaining Unit President about the professional development activities provided by the Board.
- L23.4 An employee shall, upon request have access to the Board's in-service programs on a voluntary basis subject to the availability of space.
- L23.5 The Board shall pay all associated costs for ECEs to maintain First Aid Training qualifications, when approved in advance, and when not provided through in-house training.
- L23.6 The Employer shall pay the full cost of any course of instruction required by the Employer. Payment shall be made on successful completion of the course. The foregoing shall not apply if the course(s) required is a result of a disciplinary matter.
- L23.7 The Board shall not require any ECE to administer medication (excepting for out-of-school activities) or to perform any medical procedure, physical or occupational therapy. It shall not be part of the duties and responsibilities of an ECE to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

### **L24.0 EVALUATION**

- L24.1 An evaluation of an employee shall be made in writing and signed by the evaluator. At the request of either Party, a meeting shall be held to discuss the evaluation.
- L24.2 The employee shall be given an opportunity to sign the evaluation and to make written comments if so desired. This opportunity shall occur before the evaluation is sent to the Superintendent and/or Human Resources Department. The signature indicates only that the employee has read the evaluation.

- L24.3 The current performance evaluation procedure shall not be amended without prior consultation with the Bargaining Unit President.
- L24.4 By September 30<sup>th</sup> of each school year, those employees who are in their appraisal year, will be notified. Employees hired after September 30<sup>th</sup> will be notified within 20 working days of their date of hire. Failure to provide notification will delay the evaluation process for one year unless mutually agreed upon.
- L24.5 An ECE shall have the right to OSSTF representation at any meeting which is part of or results from the performance evaluation procedure following a performance appraisal which was rated unsatisfactory.

## **L25.0 PERSONNEL FILES**

- L25.1 An employee shall have access during normal business hours to their personnel file upon prior written request and in the presence of a Supervisory Officer or other person(s) designated by the Director. There is only one employee personnel file, which is maintained in Human Resources. The employee may copy any material contained in the files.
- L25.2 The employee may be accompanied by one other person who shall have access to such information at the advance, written request of the employee.
- L25.3 If the employee disputes the accuracy or completeness of any such information other than an evaluation referred to in Article XXIV, the Board shall, within thirty (30) calendar days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm, amend or delete the information.
- L25.4 Where the Board amends such information, the Board shall, at the request of the employee, attempt to notify all persons who received a report based on inaccurate information in the preceding twelve (12) months.
- L25.5 If there is a dispute as to the accuracy of any material in the files covered by Clause L25.1, said dispute shall be resolved by the processes of the Municipal Freedom of Information and Protection of Privacy Act, 1989.
- L25.6 Adverse Reports  
Where the Employer places on record a written report which may adversely affect an employee's standing or advancements, the employee shall be supplied with a copy of such report within thirty (30) working days. The report shall be dated and shall delineate the nature of the inadequacy of the employee's performance together with other pertinent aspects of the situation.

Where there is a twenty-four (24) month period during which no adverse report has been entered or letter of reprimand issued, all previous adverse reports with respect to the employee shall not be considered, relied upon or referred to for the purposes of advancement, promotion or discipline and shall be destroyed at the request of the employee.

Notwithstanding the foregoing, where the adverse report incident involves an interaction with a student, of a physical or sexual nature, it shall be maintained in an employee's personnel file for a period of five (5) years. Thereafter, the adverse report shall not affect the employee's standing

and shall not be considered, relied upon or referred to for purposes of advancement, promotion or discipline.

## **L26.0 JUST CAUSE**

- L26.1 (a) No ECE shall be discharged, suspended or disciplined without just cause.
- (b) A copy of any letter imposing discipline pursuant to Clause L26.1 shall be sent to the Bargaining Unit President.

## **L27.0 PRINTING OF COLLECTIVE AGREEMENT**

- L27.1 The Board shall post an electronic copy of the current Collective Agreement in force between the Board and the Bargaining Unit on the Board website.

## **L28.0 X OVER Y PLAN**

### **L28.1 Purpose**

Under this plan, a participating employee agrees to work for a period of time at less pay than that employee would have received based upon current qualifications, years of experience and any applicable allowances. In return, the Board agrees to grant the participating employee a self-funded leave (leave with pay). A plan approved under this provision would normally be between two (2) and five (5) years in duration.

### **L28.2 Eligibility**

Any permanent employee with the Board is eligible to participate in this plan.

### **L28.3 Applications**

- (a) An employee wishing to participate in this plan must submit a written application to the Superintendent on the Administering Committee not later than January 15th preceding the school year in which the employee wishes to enter the plan.
- (b) The application must describe the individual scheme as to the number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year(s) in which the leave is to be taken.
- (c) Each employee submitting an application to participate in this plan shall be sent by March 31st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

### **L28.4 Conditions of Acceptance**

- (a) No individual scheme will be recommended for acceptance if more than one (1) of the ECEs projected for the year in which the leave would be granted would as a result be on leave under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating employee will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.

- (c) No individual scheme will be recommended for acceptance if the leave of absence is not fully funded by the employee in advance.
- (d) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.
- (e) No individual scheme will be recommended for acceptance unless the deduction amount is a minimum of 10% of salary and below the maximum established by CRA rules.
- (f) Leaves will commence at the start of a school year or semester. Where a leave is for a full year or second semester, the leave end date is August 31<sup>st</sup> of that school year or the last day before the next school year.

#### L28.5 Contract

- (a) Each participating employee shall execute a contract with the Board wherein are set out of the terms and conditions of participation in the plan.
- (b) The contract must be executed by May 1 or the employee shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the employee and the Board as though it were part of this Agreement.
- (d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual agreement with respect either to the length of the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.
- (f) The Administering Committee will receive a copy of the contract and any amendments which may be subsequently made.

#### L28.6 Leave

- (a)
  - (i) Where deferred salary is involved, the leave period must commence after a period not exceeding six (6) years after the initial date of deferral.
  - (ii) Leave periods cannot be postponed beyond the maximum time limit although they may be postponed within the maximum time limit.
  - (iii) The leave must immediately follow the deferral period.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the employee.

- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.
- (e) All provisions of this clause shall be subject to Revenue Canada regulations.
- (f) Leaves will commence at the start of a school year or semester. Where a leave is for a full year or second semester, the leave end date is August 31st of that school year or the last day before the next school year.

#### L28.7 Return from Leave

- (a) Subject to the provisions of the redundancy procedure, a participating employee, upon return from a leave granted under this plan, shall be returned to the same position the employee was assigned immediately prior to the leave.
- (b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure, a participating employee, upon return from a leave granted under this plan, shall be returned to any position of responsibility employee held prior to the leave.
- (c) Upon return from a leave granted under this plan, a participating employee shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.
- (d) The participating employee must return to the employment of the Board after the leave period for a period that is not less than the leave provided.

#### L28.8 Payment

- (a) During non-leave portions of the individual scheme, the participating employee shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating employee's normal grid salary and allowances are to be reduced.
- (b) During the non-leave portion of the individual scheme, the amount by which the participating employee's normal grid salary and allowances are reduced (i.e. the amount set out by the participating employee) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the Board and interest earned thereby shall accrue to the benefit of the trust.
- (c) During the leave portion of the individual scheme, the participating employee shall be paid an amount which consists of the sum accumulated in the trust interest accumulated in the trust will be paid to the participating employee in accordance with Revenue Canada regulations.
- (d) During participation in the plan, the participating member shall be paid on those dates and in the amounts established by Article 9.
- (e) Provided the Board offers "Direct Deposit" under Article 9.5, during the leave portion of the individual scheme, the participating employee's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Article 9,06, the participating employee's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

#### L28.9 Withdrawal, Redundancy and Death

- (a) (i) A participating employee may not withdraw from the plan on or after March 15th of the school year in which leave is to commence.
- (a) (ii) A participating employee may withdraw from the plan at any time prior to March 15th of the school year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the Administering Committee.
- (b) A participating employee who becomes redundant (laid off) prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (c) A participating employee who withdraws from the plan under the circumstances of Clause L28.9 (a) (ii) or (b) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.
- (d) The estate of a participating employee who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent.
- (e) A participating employee who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating employee remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.
- (f) The estate of a participating employee who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.

#### L28.10 Deferral of Leave

- (a) If a suitable replacement for a participating employee cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating employee written notice at least three (3) months before the date on which the leave was to commence.
- (b) In such a case, the participating employee may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the Administering Committee written notice of intent within ten (10) days of notification of deferral of leave.
- (c) Where the employee chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the plan or the employee shall be deemed to have withdrawn from the plan.
- (d) Where the employee chooses to remain in the plan, the money in trust shall continue to accrue interest.

#### L28.11 Administering Committee

- (a) This plan shall be administered by a committee consisting of two (2) representatives of the Board.

- (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.
  - (ii) In screening the applications, the Administering Committee shall consider the needs of the applicant's school, the number expected to be on leave under this plan in the year a leave is requested and, subject to Clause L28.4 any other factors it considers relevant.
  - (iii) The recommendations of the Administering Committee shall be presented to the Board one (1) week prior to March 31<sup>st</sup> in order for the employee(s) to be notified by the March 31<sup>st</sup> deadline.
  - (iv) Throughout an employee's participation in the plan, the control of the trust established by Clause L28.8 (b) shall be vested solely in the Administering Committee on behalf of the participant.
  - (v) The Board shall be responsible for making the trust arrangements with the chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (b) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating employee, the amounts set out in Clause L28.8 (c).
- (c) The Administering Committee shall carry out such steps as it considers necessary to ensure participating ECEs are aware of their rights and privileges under the OMER's Pension Plan and the Income Tax Act. The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

## **L29.0 PROFESSIONAL DEVELOPMENT FOR CASUAL EMPLOYEES**

- L29.1 A casual ECE may attend, without pay, scheduled Professional Activity Days arranged by the Board subject to space availability.

Signed at Pembroke, Ontario on this 11<sup>th</sup> day of June 2021.

For the OSSTF Renfrew County  
Early Childhood Educators

Jolene M'Koy  
Sandra Schultz  
Madeline Snock  
Jennifer L. Thomas

For the Renfrew County District  
School Board

[Signature]  
B. K. [Signature]  
Michael [Signature]  
S. Hagan

## APPENDIX A – PAY EQUITY PLAN

**PAY EQUITY PLAN**  
**for**  
**RENFREW COUNTY DISTRICT SCHOOL BOARD**  
**and**  
**OSSTF/FEESO DISTRICT 28**  
**ECE BARGAINING UNIT**

It is agreed between the parties that this Pay Equity Agreement has been negotiated pursuant to Sections 13 and 14 of the *Pay Equity Act*. This Plan is retroactive to September 1, 2010

**A. THE ESTABLISHMENT**

The Establishment, as defined under the *Pay Equity Act*, for this agreement includes all buildings, schools and work locations in which an employee of Renfrew County District School Board is working.

**B. DEFINITION OF EMPLOYER AND UNION**

For the purpose of this Pay Equity Plan the Employer is Renfrew County District School Board. The Bargaining Agent (Union) is the Ontario Secondary School Teachers' Federation representing the OSSTF/FEESO District 28 Early Childhood Educators' (ECE) Bargaining Unit.

**C. EMPLOYEE CATEGORIES**

The parties have agreed the Early Childhood Educator job class is a female job class pursuant to Section 12 of the *Pay Equity Act*.

**D. MALE JOB COMPARISONS**

The male job class comparisons were drawn from male job classes outside the Bargaining Unit but within the employ of Renfrew County District School Board, using the job-to-job comparison method(s) set out in the *Pay Equity Act*. The potential male comparator job classes are: carpenter, chief custodian-2W, EA-supervisory assistant, electrician, technical support specialist.

## **E. GENDER NEUTRAL COMPARISON SYSTEM**

1. The Gender Neutral Comparison System (GNCS) is based on the OSSTF/FEESO Pay Equity Job Evaluation System © that has been modified by the Parties for use at the Renfrew County District School Board. The GNCS measures skill, effort, responsibility and working conditions and has been used as an appropriate system for the purpose of establishing this Pay Equity Plan.
2. As a result of the application of this Gender Neutral Comparison System, the male comparator for the Early Childhood Educator job class was determined to be the Carpenter.

## **F. PAY EQUITY ADJUSTMENTS**

1. The job rate of the Early Childhood Educator job class exceeded the job rate of the Carpenter in each year, so no pay equity adjustment results for the female job class.
2. Any pay equity adjustment is calculated on the maximum grid step for the job class. Each step of the job rate schedule receives an equal dollar adjustment.
3. The Parties agree that the adjustments conform with the requirements of the *Pay Equity Act* and represent the intent negotiated between the Parties.

## **G. NOTIFICATION FOR ALL EMPLOYEES INCLUDED IN THIS PLAN**

Each employee will be notified on an individual basis by email if there is an effect of pay equity on her/his job rate and of any retroactive adjustment owing.

## **H MAINTENANCE**

1. The Pay Equity Plan will be maintained in accordance with Section 7(1) of the *Pay Equity Act*.
2. In the event of a significant change in job duties or in the event that a new job class is created within the Bargaining Unit, either Party may request a meeting of the Joint Steering Committee within thirty (30) working days to discuss the new or changed job class and shall meet within one (1) month, or as otherwise mutually agreed, after the incumbent has completed one (1) year in the position to evaluate the job class in question.

3. Any job rate adjustment resulting from the job class evaluation shall be retroactive to the date the employee was hired into the newly created job class or to the date when the changes in the position occurred.
4. The Parties agree the Terms of Reference for achieving this Pay Equity Plan will be used for joint maintenance of pay equity.

**I. EMPLOYEE INQUIRIES**

The Parties agree that any inquiries relating to this Pay Equity Plan shall be referred to the Pay Equity Joint Steering Committee.

Dated at Pembroke, this 13<sup>th</sup> day of May, 2019.

**ON BEHALF OF OSSTF/FEESO  
DISTRICT 28, ECE BARGAINING UNIT**

**ON BEHALF OF RENFREW  
COUNTY DISTRICT SCHOOL  
BOARD**

Cherron Wallace

MC

Linda Schultz

B M Anty

Joanne McMeagan

mch

## **APPENDIX B – LOU TOILETING**

The Parties agree to follow the current version of the “Tiered Pathway for Toileting Protocol” initially established through the joint working group in November of 2016.

**MEMORANDUM OF UNDERSTANDING #1 – ADDITIONAL UNPAID SPECIAL LEAVE DAY**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

**ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION**

**DISTRICT 28 EARLY CHILDHOOD EDUCATORS**

**Additional Unpaid Special Leave Day**

1. In addition to Special Leave outlined in the Collective Agreement, employees may apply for one (1) additional unpaid leave day each school year.
2. Requests for additional unpaid special leave will not be unreasonably denied provided that there are expected to be enough available casual staff to cover for absent staff.
3. Requests for additional unpaid special leave will not normally be for the first week or last week of the school year, or the week before Christmas or March Break.
4. Except in the case of emergency, requests for additional unpaid special leave shall be submitted fifteen (15) school days prior to the commencement of the leave.

This Memorandum of Understanding expires August 31, 2022, or at the conclusion of the freeze period, whichever is later.

## **LETTER OF UNDERSTANDING # 1 – COMMUNICATION**

Within sixty (60) days of local ratification, the Board will deliver a memorandum accompanied by a virtual information session to the Senior Administrator group that outlines expectations with respect to communications and acknowledgement of the ECE and kinder teams. The ECE bargaining team will be given an opportunity to review and provide feedback on the memorandum prior to delivery.