

# **AGREEMENT**

## **BETWEEN**

### **THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

## **AND**

### **OSSTF – RENFREW COUNTY OFFICE MANAGERS**

**For the period**

**September 1, 2014 to August 31, 2017**

**September 1, 2017 to August 31, 2019 (Extension Agreement)**

(Subject to errors and omissions)

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## PART A – CENTRAL TERMS

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

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

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

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

#### C2.1 Term of Agreement

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

#### C2.2 Amendment of Terms

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

#### C2.3 Notice to Bargain

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

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

### C3.0 DEFINITIONS

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

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

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

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

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

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

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

C3.4 “Casual Employee” means,

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

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

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

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

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

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

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

##### **C5.1 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 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) A central party shall refer the grievance forthwith to the Committee by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- iii) The Committee shall complete its review within 20 days of the grievance being filed.
- iv) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- v) All timelines may be extended by mutual consent of the parties.

**C5.6 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.

## **C6.0 EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED)**

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

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

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

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

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

## **C8.0 WORK YEAR**

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

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

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

Pursuant to b) above, the following will apply:

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

## **C10.0 BENEFITS**

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

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

Post Participation Date, the following shall apply:

### **C10.1 Funding**

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

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

- a) With respect to the funding in C10.1 a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

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

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

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

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

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

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

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

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

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

### **C12.0 SICK LEAVE**

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

- a) Sick Leave Benefit Plan  
The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Casual employees are not entitled to benefits under this article.
- b) Sick Leave Days  
Subject to paragraphs C12.1 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, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

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

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
  - v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.
- f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment
- Notwithstanding the parameters outlined above, the following shall apply to an employee in a term assignment:
- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
  - ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
  - iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.
- g) Administration
- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
  - ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
  - iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.

- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
  - v. A board decision to deny access to benefits under sick leave or STLDL will be made on a case-by-case basis and not based solely on a denial of LTD.
  - vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

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

### **C13.0 MINISTRY INITIATIVES**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

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

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time.

**Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence:

\_\_\_\_\_

General Nature of Illness (*please do not include diagnosis*):

\_\_\_\_\_

Date of Assessment:

dd mm yyyy

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

#### PHYSICAL (if applicable)

##### Walking:

- ☐ Full Abilities  
☐ Up to 100 metres  
☐ 100 - 200 metres  
☐ Other (*please specify*):

##### Standing:

- ☐ Full Abilities  
☐ Up to 15 minutes  
☐ 15 - 30 minutes  
☐ Other (*please specify*):

##### Sitting:

- ☐ Full Abilities  
☐ Up to 30 minutes  
☐ 30 minutes - 1 hour  
☐ Other (*please specify*):

##### Lifting from floor to waist:

- ☐ Full Abilities  
☐ Up to 5 kilograms  
☐ 5 - 10 kilograms  
☐ Other (*please specify*):

##### Lifting from Waist to Shoulder:

- ☐ Full abilities  
☐ Up to 5 kilograms  
☐ 5 - 10 kilograms  
☐ Other (*please specify*):

##### Stair Climbing:

- ☐ Full abilities  
☐ Up to 5 steps  
☐ 6 - 12 steps  
☐ Other (*please specify*):

##### Use of hand(s):

##### Left Hand

- ☐ Gripping  
☐ Pinching  
☐ Other (*please specify*):

##### Right Hand

- ☐ Gripping  
☐ Pinching  
☐ Other (*please specify*):

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

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

## LETTER OF AGREEMENT #2

### BETWEEN

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

### AND

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

### AND

**The Crown/Couronne**

#### **RE: Benefits**

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

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

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

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

#### **1.0.0 GOVERNANCE**

- 1.1.0 OSSTF-EW shall be a separate division within the Trust and accounted for separately.
- 1.2.0 The parties confirm their intention to do the following:
  - a) Provide education workers access to the same plan as that of the teacher's plan.
  - b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

#### **2.0.0 ELIGIBILITY and COVERAGE**

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

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

### **3.0.0 FUNDING**

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

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

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

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

Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
  - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.  
Total Cost excludes retiree costs and casual employee costs.  
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
  - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on

the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).  
Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
  - 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:
  - i. names;
  - ii. benefit classes;
  - iii. plan or billing division;
  - iv. location;
  - v. identifier;
  - vi. date of hire;
  - vii. date of birth;
  - viii. gender;
  - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

### **LETTER OF AGREEMENT #3**

#### **BETWEEN**

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

#### **AND**

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

#### **AND**

**The Crown/Couronne**

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

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

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

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

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

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

## **LETTER OF AGREEMENT #4**

### **BETWEEN**

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

### **AND**

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

#### **RE: Job Security**

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

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

6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2017.

## **LETTER OF AGREEMENT #5**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown/Couronne**

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

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

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

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

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

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

## **LETTER OF AGREEMENT #6**

### **BETWEEN**

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

### **BETWEEN**

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

### **AND**

**The Crown/Couronne**

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

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

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

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.

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

## **LETTER OF AGREEMENT #7**

### **BETWEEN**

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

### **AND**

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

#### **RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2017.

## LETTER OF AGREEMENT #8

### BETWEEN

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

### AND

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

#### **RE: Status Quo Central Items**

##### Status quo central items

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

##### Issues:

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

## LETTER OF AGREEMENT #9

### BETWEEN

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

### AND

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

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

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

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

##### Definitions

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

##### Common Central Provisions

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

- c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Casual employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or 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.

## **LETTER OF AGREEMENT #10**

### **BETWEEN**

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

### **AND**

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

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

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

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

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

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

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Violence Prevention Training**

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

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

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

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

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

## **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.

### **L2.0 RECOGNITION**

- L2.1 The Renfrew County District School Board recognizes the Ontario Secondary School Employees' Federation as the Bargaining Agent for all Secondary School Office Managers including those employed as temporary Office Managers by the Board.
- L2.2 For the purposes of this agreement, a temporary employee is defined as an employee hired for a minimum of twenty (20) consecutive working days in the same position. A temporary employee shall not accumulate seniority in the Bargaining Unit except in accordance with Clause L15.2 (b). For a predetermined temporary assignment of four (4) months or more a temporary employee shall, subject to eligibility requirements as determined by the carrier, be entitled to benefits pursuant to Article L10.00 Vacation pay for temporary employees shall be in accordance with the Employment Standards Act.
- L2.3 The Board recognizes the right of the Federation to authorize the OSSTF Renfrew District Office Managers' 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.
- L2.4 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 Office Manager 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 means the Ontario Secondary School Employees' Federation.

- L3.4 District 28 means the organization of the OSSTF which is authorized to represent the Bargaining Unit described in Clause L2.01.
- L3.5 Federation means the OSSTF.
- L3.6 Bargaining Unit means the OSSTF Renfrew District Office Managers' Bargaining Unit.
- L3.7 Member means an active member of the OSSTF Renfrew District Office Managers' Bargaining Unit employed by the Board as an Office Manager.
- L3.8 Unless otherwise specifically provided, employees in this Bargaining Unit are full-time employees (i.e. work thirty-five [35] hours per week during a twelve [12] month year).
- L3.9 When the context so requires, the singular shall include the plural and the feminine shall include the masculine.
- L3.10 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.

#### **L4.0 RENEWAL**

- L4.1 The Bargaining Unit and the Board agree that there will be no strikes or lockouts during the term of this Agreement.
- L4.2 Notwithstanding the foregoing, Office Managers may strike and the Board may lockout Office Managers 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.
- L4.4 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.

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

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

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

- L6.1 Office Managers shall, as a condition of employment, join the Bargaining Unit within thirty (30) calendar days 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 6.2 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 L6.4 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, judgements, 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

An employee 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) and the Chair of the Board's Negotiating Committee (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.

- L7.2 If final settlement of the grievance is not reached at Step 2, within twenty-one (21) calendar days of the receipt of the reply 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 L7.3.
- L7.3
- 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.
- L7.4 Where both Parties agree, a single Arbitrator may be substituted for a Board of Arbitration. In such case the Parties shall endeavor 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.

- L7.5 (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.
- L7.6 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.
- L7.7 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.
- (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.
- L7.8 Any grievance not initiated or processed by the grievor within the time limits specified shall be considered to be abandoned.
- L7.9 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.
- L7.10 At any step in the procedure, the time limits may be waived, extended or modified by written mutual agreement of the Parties.
- L7.11 A grievance must be in writing stating, but not limited to, the facts alleged, the Article or Articles allegedly violated and the redress sought.
- L7.12 At any stage the grievor and the responding Party may be assisted by any person or persons desired.

## **L8.0 REPRESENTATION AND FEDERATION LEAVE**

- 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 The Board agrees to release members of the Bargaining Unit to carry out union business up to a maximum of twenty (20) 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. If the basic allotment is expended before the end of the year, the Bargaining Unit President and the Employer shall discuss the necessity for granting a further allotment of time.
- L8.6 For time spent by members of the Bargaining Unit's Bargaining Committee (not to exceed three [3] members) in direct negotiations with the Board's Bargaining Committee members shall not suffer a loss in pay due to attendance at such negotiations.

## **L9.0 SALARY**

- L9.1 The Board shall pay rates of remuneration in accordance with the following:

Effective Years	2014 Sep 01	2016 Sep 01	2017 Feb 01
0	\$50,000	\$50,500	\$50,752
1	\$55,000	\$55,550	\$55,828
2	\$60,000	\$60,600	\$60,903

- L9.2 All persons appointed by the Board, as an Office Manager, shall be subject to a probationary period of one (1) year.
- L9.3 New employees shall be hired at the minimum of the job level.

- L9.4 (a) Annual increments are effective on the anniversary date of the employee's appointment to the Board as a probationary employee.
- (b) A temporary employee shall start the Year 0 of the grid in 9.01 above.
- L9.5 The current methods of paying employees will continue.
- L9.6 The Records of Employment for employees shall be issued in accordance with the Regulations Governing Employment Insurance.

## **L10.0 BENEFITS**

- L10.1 (a) The cost of premiums for \$125,000 Basic Group Life Insurance shall be shared on the basis of 10% by the employee and 90% by the Board.
- (b) The cost of premiums for \$50,000 Accidental Death and Dismemberment Insurance shall be shared on the basis of 15% by the employee and 85% by the Board.
- (c) Enrollment in the plans of (a) and (b) above is a condition of employment for employees.
- (d) At their option, subject to any conditions of the carriers, employees may purchase additional Group Life Insurance between \$10,000 and \$75,000 in increments of \$10,000. The only Board contribution is administrative.
- (e) At their option, subject to any conditions of the carriers, employees may purchase \$50,000 additional Accidental Death and Dismemberment Insurance. The only Board contribution is administrative.
- L10.2 (a) The cost of premiums for Supplementary Medical (Drugs and Semi-Private Hospital Accommodation – Attachment A) shall be shared on the basis of 15% by the employee and 85% by the Board. The Board agrees to pay 100% of the premiums for Vision Care coverage which is included in the supplementary medical coverage and provides a maximum of \$200 (\$250 effective September 1, 2005 and \$275 effective September 1, 2006) every twenty-four (24) months for each employee, spouse and dependent child.
- (b) The cost of premiums for a Dental Plan with bitewings every eighteen (18) months for adults, every twelve (12) months if under 18 years of age and recalls every nine (9) months for adults and every six (6) months if under 18 years of age; rider 2 (Dentures) based on 50/50 co-insurance with a \$2,000 per lifetime maximum; rider 4 (major restorative) based on 50/50 coinsurance with a \$2,000 per year maximum; and rider 3 (orthodontics) based on 50/50 co-insurance with a \$3,000 per lifetime maximum) or equivalent, shall be shared on the basis of 10% by the employee and 90% by the Board. This Dental Plan shall pay benefits based on the current Ontario Dental Association (ODA) fee schedule, minus one year.

- (c) Enrollment in the plans of (a) and (b) above is, subject to any exceptions provided by the carrier, a condition of employment for employees.
- (d) (i) Subject to the conditions of the insurance underwriters, a Member who retires from the Board prior to age 65 may retain coverage under the group life insurance plan, and the supplementary medical and semi-private hospital plan, provided the Member had coverage at the time of retirement until the Member attains the age of 65 years. The retired Member must pay, in advance, subject to Board policy, the full premium cost to maintain participation and coverage under the group contract.
- (ii) Notwithstanding 10.2 (d) (i), for Office Managers who retire after August 31, 2005, retiree benefits shall not be included in the Office Manager benefit pool and the premium costs for that retiree group shall be based upon the rating for that group.

The Board agrees to administer a long-term disability insurance plan. The only Board contribution is administrative.

#### Dependent Life Insurance

- (a) The cost of premiums for \$2,000 spouse insurance and \$1,000 for each dependent child over fourteen (14) days of age shall be shared on the basis of 20% by the employee and 80% by the Board.
- (b) Additional Dependent Life Insurance of \$8,000 for spouse and \$4,000 for each child over fourteen (14) days of age shall be available provided that the participating employee pays 100% of the premium cost. This provision is effective as soon as possible.

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

- L11.1 All eligible employees must enrol 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 Year's Day;	Labour Day;
Family Day;	Thanksgiving Day;
Good Friday;	½ day before Christmas Day;
Easter Monday;	Christmas Day;
Victoria Day;	Boxing Day;
Canada Day;	½ day before New Year's Day.
Civic Holiday;	

In lieu of Remembrance Day, one floating holiday shall be granted to each employee who is employed by the Board on November 1<sup>st</sup>. This holiday shall normally be taken on a non-instructional day between November 1<sup>st</sup> and August 31<sup>st</sup>. The Principal's approval shall be obtained and seven (7) days' notice provided before the holiday is taken. This holiday may be split into two half days provided these are taken on the employee's last regularly scheduled day prior to Christmas Day and New Year's Day.

Any other day proclaimed as a holiday by the Dominion 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 Saturday or Sunday and are proclaimed as being observed on some other day, said other day shall be the holiday for the purposes of Clause L12.1.
- (d) When Christmas Day falls on a Saturday or Sunday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement and the following Tuesday shall be deemed for the purpose of this Agreement to be the holiday for Boxing Day.

L12.2 For the purpose of computing vacation, the year shall be from 1 September to 31 August. 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.

- (a) All full-time employees shall be entitled to annual vacation with pay at their regular rate of pay as follows:
  - (i) Ten (10) years and under – fifteen (15) working days;
  - (ii) Ten (10) years and over but under fifteen (15) years – twenty (20) working days;
  - (iii) Fifteen (15) years and over but under twenty (20) years – twenty-two (22) working days;
  - (iv) Twenty (20) years and over but under thirty (30) years – twenty-five (25) working days;
  - (v) Thirty (30) years and over – thirty (30) working days.
- (b) Vacation pay shall be at the rate in effect immediately prior to the vacation period.

- (c) An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.
- (d) Vacation time equivalent to not more than one (1) year's vacation entitlement may be carried forward from one year to the next with the approval of the Principal.

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

- L13.1 The normal daily maximum hours of work will be seven (7) hours. The normal weekly maximum hours of work will be thirty-five (35) hours. The normal work day is between 7:30 a.m. and 5:00 p.m., 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.
- L13.4 During the period between July 1<sup>st</sup> and Labour Day, the work week shall consist of five (5) six and one-half (6.5) hour days scheduled in accordance with Clause L13.1 with employees being paid for seven (7) hours at their regular rate of pay.
- L13.5 Overtime
  - (a) All time worked beyond the normal work day, the normal work week or on a 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 Sunday – time and one-half.
  - (c) Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer. Banked time accumulated during the year and not taken in time off prior to August 31<sup>st</sup> of the current year will be paid out by October 15<sup>th</sup> of the current year.

- (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 of \$5.50.

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.

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

- L14.1 (a) 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, job classification, location, full-time or part-time, starting date, specific education or other skills required, and person to whom application is directed.
- (b) Notwithstanding (a) above, the Board reserves the right to not fill any position.
- L14.2 (a) A notice of vacancy shall be posted internally for five (5) business days prior to advertising externally.
- (b) When a vacancy exists at any work site, the most senior qualified employee who applies or indicates an interest in transferring to that site shall be granted the position.
- L14.3 A current employee who has completed the probationary period who fills a vacancy shall be subject to a three (3) month trial period.
- L14.4 If at the end of the three (3) month trial period, the Bargaining Unit employee does not remain in the new position, all affected employees within this Bargaining Unit shall be returned to former positions.
- L14.5 Where a temporary employee replaces an employee who is on leave for a specific period of time, then at the end of that time the replacing employee shall be released from employment as an Office Manager. For such vacancy, the posting requirements in Clause L14.1 shall not apply.

#### **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 date of hire. 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) For employees hired prior to June 1, 1993, the seniority date shall be computed using the above rules except service shall include employment with the Board outside the Bargaining Unit [including service with the Board prior to the certification of the Bargaining Unit], and broken service will be included unless the reasons for the break in service was a resignation (or deemed resignation) by the employee or the period of break exceeds the time limit set out in Clause L15.5 (d).
- L15.2 (a) During the probationary period set out in Clause L9.2, the employee shall have no seniority and no right of access to the procedures in this Article.
- (b) A temporary employee shall not acquire seniority unless said employee becomes permanent immediately following the temporary assignment in which case seniority shall date back to the start of the temporary 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 Seniority List of Clause L15.3 by January 31<sup>st</sup> of each year. Copies of the 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 Seniority List. The Bargaining Unit President shall have twenty (20) working days to submit, in writing, any objections to the Seniority List. At the end of this time, if no objections have been submitted, in writing, the Seniority List shall be accepted as final and complete until the publication of a new Seniority List.

- (c) Where objections have been submitted, in writing, the balance of the Seniority List is final and complete until the publication of new Seniority List.
- (d) A revision to a Seniority List to satisfy an objection does not constitute a new publication of the Seniority List.
- (e) The Seniority List may be published at other times by mutual agreement between the Bargaining Unit and the Board. In such a case the Parties shall determine the length of time, if any, to submit, in writing, objections.

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 (a) When there is no need for an employee's services as a result of a decision of the Board or its agents that employee shall be laid off after being given written notice by registered or certified mail, facsimile transmission or hand delivery.

- (b) The Board agrees that no employee or staff as of June 1, 1993 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 (a) The extent of written notice required by the Board for the purposes of Clause L15.6 (a) shall be as follows:

Employees on probation –	Five (5) days;
Employees with one (1) or more years of service and less than three (3) years of service –	Ten (10) days;
Employees with three (3) or more years of service and less than four (4) years of service –	Fifteen (15) days;
Employees with four (4) or more years of service and less than five (5) years of service –	Twenty (20) days;
Employees with five (5) or more years of service and less than six (6) years of service –	Twenty-five (25) days;
Employees with six (6) or more years of service and less than seven (7) years of service –	Thirty (30) days;

Employees with seven (7) or more years of service      Thirty-five (35) days;  
and less than eight (8) years of service –  
Employees with eight or more years of service –      Forty (40) days.

- (b) In Clause L15.7 (a) the times referred to are days worked by the employee before the termination is effective. If the employee is terminated and has not had the opportunity to work during the notice period, the employee shall be paid in lieu of work for that part of the period work was not made available.

L15.8 An employee who is provided with notice of lay off (in accordance with Clauses L15.6 and L15.7) may choose to displace (bump) another employee. This is subject to the following conditions:

- (a) The employee's name must appear higher on the Seniority List than the name of the employee being bumped.
- (b) An employee who wishes to bump must advise the Human Resources Department, in writing, within five (5) working days of receiving the notice of Clause L15.5 that bumping is intended and clearly identify (by name of the incumbent employee) the position to be bumped.
- (c) An employee who fails to meet the time limits of Clause L15.8 (b) loses the privilege to bump.
- (d) An employee who has acquired seniority who is bumped has a right to utilize the process of this Clause. For these purposes the date of notification of being bumped shall be substituted for notice of Clause L15.6 mentioned in paragraph (b).

L15.9 (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 until either the employee loses all seniority (Clause L15.5); 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 shall notify an employee on a recall list of any position being posted (in accordance with Clause L14.1) to which the employee has recall right. This notice shall be by sending the employee a copy of the posting by registered or certified mail to the address on file.
- (e) The employee may exercise the recall right within seven (7) calendar days of the notice in Clause L15.9 (d) by applying in accordance with the instructions in the posting. The application shall clearly indicate a recall right is claimed.

- (f) Subject to specific education or other skills required, 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. This right is after that provided in Clause L14.2 (b).
- (g) A laid off employee who is recalled must repay any severance allowance paid or the employee cannot be recalled.

## **L16.0 SICK LEAVE**

[REFERENCE: CENTRAL TERMS C12.00](#)

- 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 a doctor chosen by the Board at the Board's expense.
- L16.3 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.

### **L16.4 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 employee's 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 through the Principal. Any such absences shall be chargeable to the employee's special leave account and are subject to sufficient leave credits being in the employee's special leave account.
- (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. Special Leave may be granted for as little as fifteen (15) minutes and up to the credits available.
- (e) Special Leave is not granted for social occasions such as reunions, anniversaries.
- (f) Where Special Leave is not granted, leave without pay may be granted at the request of the employee, upon approval of the Superintendent responsible for Human Resources.
- (g) Where Special Leave requested after the fact is denied, the absence becomes leave without pay.
- (h) Where Special Leave is denied after the absence has occurred, the absence becomes leave without pay.

**L17.2 Special Leave Account**

- (a) At the first of September each year an employee's Special Leave Account shall be credited with five (5) days of Special Leave. A newly hired employee receives a pro-rated credit for the balance of the year upon commencement of duties.
- (b) Upon any change in employment status (i.e. such as leaving the Bargaining Unit) the Special Leave Account shall be adjusted.
- (c) Any overdrawing of the Special Leave Account is subject to recovery by the Board. Special Leave is not cumulative.

**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 special leave is used up, then pay shall be withheld for the number of days involved. Special leave granted under this section is subject to approval by the Superintendent of Human Resources or designate.

**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 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 Codefendant with Board**

- (a) Where the employee as a result of the employment relationship, is a codefendant 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 action.

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

### Definitions

- a) “casual employee” means,
  - iv. a casual employee within the meaning of the local collective agreement,
  - v. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
  - vi. 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,
  - iii. a term assignment within the meaning of the local collective agreement, or
  - iv. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

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 Common Central Provisions

- (a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Employees in term assignments shall be entitled to the benefits outlined in (a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Casual employees are not entitled to pregnancy leave benefits.
- (e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- (f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from

the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- (g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks 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.
- L21.03 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.
- L21.0 An employee on a Leave of Absence Without Pay may at their expense maintain employee benefits. The responsibility for making these arrangements rests with the employee.

## **L22.0 RETIREMENT GRATUITY AND SEVERANCE ALLOWANCE**

Retirement Gratuities were frozen as of August 31, 2012. An Office Manager 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" employ that the employee is receiving a pension from the pension plan referred to in Article L11.00;
- (e) the employee has completed forty (40) years of service with the Board;
- (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.

- L22.4 Employees are eligible to receive a Severance Allowance where any employee has a period of ten (10) or more years of continuous unbroken service with the Renfrew County District School Board and its predecessors, such period ending at the time of termination of employment, the employee shall, on termination of employment, be entitled to severance pay on the following terms:

- (a) The employee will receive five (5) day's pay for each year of service in which at least ten (10) days sick leave has accumulated;

- (b) the maximum severance allowance shall be a half-year's (0.5) salary.

- (c) The employee must have sick leave credits equal to at least the number of days paid under (a).

- (d) Days utilized for the Severance Allowance are charged against the Sick Leave Account and cannot be used for any other purpose.

- (e) This Clause is not available to an employee receiving a Retirement Gratuity.

## 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. The minimum allowance will be \$4.00 per day when the vehicle is used on the Board's business.
- 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 programmes on a voluntary basis subject to the availability of space.
- L23.5 Education Allowances  
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.

#### **L24.0 EMPLOYEE PERFORMANCE 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. Failure to provide notification will delay the evaluation process for one year unless mutually agreed upon.
- L24.5 An Office Manager 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.
- L24.6 (a) The Board may withhold for one (1) year, the increment of an employee whose performance is inadequate or unsatisfactory as evidenced in writing by the Director of Education or designate provided that the employee is:
  - (i) given notice in writing of the reasons for withholding not less than twenty (20) working days before the date the increment would be due;
  - (ii) given instructions in writing and assistance, opportunity and encouraged as how to improve; and
  - (iii) if satisfactory improvement is made during the next twelve (12) months, reinstated the following year at the point on the salary grid where the employee would have been if the increment had not been withheld.

(b) If there is not satisfactory improvement, the employee may be dismissed.

L24.7 Bargaining Unit members shall not make or provide input into the evaluation of other OSSTF members.

## **L25.0 PERSONNEL FILES**

L25.1 An employee shall have access during normal business hours to that employee's personnel file upon prior written request and in the presence of a Supervisory Officer or other person(s) designated by the Director. The employee shall also have access to that employee's personal in-school data file. 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 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 L24.00, 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 25.1, said dispute shall be resolved by the processes of the Municipal Freedom of Information and Protection of Privacy Act, 1989.

### **L25.06 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 be destroyed.

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 employee who has completed the probationary period of Clause L9.2 shall be disciplined without just and sufficient cause and such cause shall be communicated in writing.
- (b) The written notice shall be by certified or registered mail or hand delivery with a copy 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.

## **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 7<sup>th</sup> 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 1<sup>st</sup> 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 Office Managers 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.

#### 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 30<sup>th</sup> 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.

#### 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 L9.00.
- (e) Provided the Board offers "Direct Deposit" under Clause L9.5, 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 Clause L9.5, 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 15<sup>th</sup> of the school year in which leave is to commence.
  - (ii) A participating employee may withdraw from the plan at any time prior to March 15<sup>th</sup> 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 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.

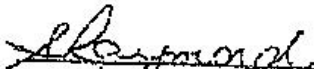

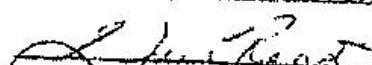
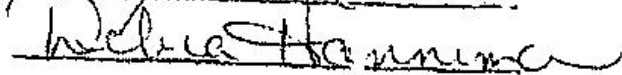
#### L28.10 Deferral of Leave

- (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.
- (b)
  - (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 28.4 any other factors it considers relevant.
  - (iii) The recommendations of the Administering Committee shall be presented prior to April 30 in order for the employee(s) to be notified by the April 30 deadline.
- (c)
  - (i) 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.
  - (ii) 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.
- (d) 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).
- (e) The Administering Committee shall carry out such steps as it considers necessary to ensure participating office managers are aware of their rights and privileges under the OMER's Pension Plan and the Income Tax Act.
- (f) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

For the OSSTF Renfrew County  
Office Managers

  
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For the Renfrew County District  
School Board

  
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## **Appendix A**

### **LETTER OF UNDERSTANDING**

#### **PAY EQUITY**

The Board and Office Managers' Bargaining Unit shall maintain the Pay Equity Plan under the Pay Equity Act through a Joint Job Evaluation Committee.

The Committee shall consist of no more than two representatives of the Board and no more than two representatives of the Bargaining Unit which shall maintain the Pay Equity Plan annually, but not before incumbents have been in their respective job class for at least six (6) months.

Members of the Bargaining Unit shall be released as required to complete maintenance of the pay equity plan. Such release time shall not be considered as Federation leave under Article L8.0.

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SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

### EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards' Association (OPSBA)

AND

Ontario Catholic School Trustees' Association (OCSTA)

AND

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

AND

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

hereinafter:

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

AND

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

AND AGREED TO BY:

THE CROWN/LA COURONNE

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

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

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

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

## 6. COMPENSATION

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

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

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

- 0.5%

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

Method of payment for September 1, 2017 lump sum:

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

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

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

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

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

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

## 7. BENEFITS

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

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

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

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

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

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

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

## **8. VIOLENCE PREVENTION**

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

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

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

The parties and the Crown hereto commit to the following:

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

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

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

#### **9. PRIORITIES FUND SYSTEM INVESTMENT**

##### **(a) Special Education System Investment**

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

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

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

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

##### **(b) Other Staffing Amount**

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

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

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

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

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

#### **10. COMMUNITY USE OF SCHOOLS**

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

#### **11. DISTRICT 16 YORK PSSP BARGAINING UNIT**

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

#### **12. PROFESSIONAL DEVELOPMENT/LEARNING**

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

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

### 13. APPRENTICESHIP

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

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

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

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

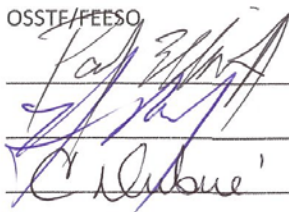
It is understood that the purpose of the Apprenticeship program is not to reduce current complement/positions.

### 14. EXISTING TERMS AND CONDITIONS

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

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

OSSTF/FEESO

  
\_\_\_\_\_

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

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

CTA/CAE

Leah Hurst (OPS/BA)  
Gregg (OLSTA)  
[Signature] (ACEPO)

[Signature] (AF/CSC)

CROWN

[Signature]

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

**LETTER OF AGREEMENT**

**BETWEEN**

**The Ontario Public School Boards' Association**

**and**

**The Ontario Catholic School Trustees' Association**

**and**

**Association franco-ontarienne des conseils scolaires catholiques**

**and**

**Association des conseils scolaires des écoles publiques de l'Ontario**

**(together the Council of Trustees' Associations "CTA")**

**and**

**Ontario Secondary School Teachers' Federation / Fédération des enseignantes-**

**enseignants des écoles secondaires de l'Ontario**

**(hereinafter called 'OSSTF/FEESO')**

**and**

**The Crown**

**RE: MID-TERM AMENDMENTS**

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

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

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

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

APPENDIX 1

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

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

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Job Security**

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as at December 16, 2015. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of December 16, 2015, the Board undertakes to maintain its Protected Complement, except in cases of:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment;
  - c. School closure and/or school consolidation; or
  - d. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to 2. above, they shall be achieved as follows:
  - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of central ratification.
5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2019.

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017, 2017-2018 and 2018-2019 school years, the days will be designated by June 15 of the preceding school year. All interested employees will be required to apply, in writing, for leave for the 2017-2018 and 2018-2019 school years by no later than September 30 of the respective school year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

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

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

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

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

This Letter of Agreement expires on August 30, 2019.

SUBJECT TO ERRORS AND OMISSIONS – February 23, 2017

LETTER OF AGREEMENT #11

**BETWEEN**

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

**AND**

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

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

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

CONFIDENTIAL TO LABOUR RELATIONS

Appendix 2: 2017-18 - Investments in System Priorities* for Education Workers (OSSTF)									
Index	DSB #	Column #	DSB Name	ESTIMATED SHARE OF INVESTMENTS			ESTIMATED FUNDED FTE GENERATED		
				Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staffing Amount	Other Staffing Amount	TOTAL
1	1		DSB Ontario North East	312,049	-	312,049	4.3 to 5.7	-	4.3 to 5.7
2	2		Algonia DSB	365,504	116,276	481,780	5.1 to 6.6	2.0	7.1 to 8.6
3	3		Rainbow DSB	76,074	156,113	232,187	1.1 to 1.4	2.7	3.8 to 4.1
4	4		Near North DSB	392,292	-	392,292	5.5 to 7.1	-	5.5 to 7.1
5	5.1		Kenawatin-Patricia DSB	236,910	112,607	349,517	3.3 to 4.3	2.0	5.3 to 6.3
6	5.2		Rainy River DSB	-	-	-	-	-	-
7	6.1		Lakehead DSB	312,223	-	312,223	4.3 to 5.6	-	4.3 to 5.6
8	6.2		Superior-Greenstone DSB	89,274	36,196	125,470	1.2 to 1.6	0.6	1.9 to 2.2
9	7		Bluewater DSB	495,790	179,555	675,344	6.9 to 9	3.1	10 to 12.1
10	8		Avon Maitland CSB	463,076	192,470	655,546	6.4 to 8.4	1.4	9.8 to 11.7
11	9		Greater Essex County DSB	932,988	-	932,988	13 to 15.9	-	13 to 15.9
12	10		Lambton Kent DSB	-	-	-	-	-	-
13	11		Thames Valley DSB	286,059	-	286,059	4 to 5.2	-	4 to 5.2
14	12		Toronto DSB	1,242,151	11,438	1,303,589	19.2 to 25	0.2	19.4 to 25.2
15	13		Durham DSB	-	-	-	-	-	-
16	14		Kawartha Pine Ridge DSB	-	-	-	-	-	-
17	15		Trillium Lakelands DSB	32,112	1,405	33,517	0.5 to 0.6	0.0	0.5 to 0.6
18	16		York Region DSB	284,305	8,480	242,784	3.3 to 4.2	0.2	3.4 to 4.4
19	17		Simcoe County DSB	-	-	-	-	-	-
20	18		Upper Grand DSB	878,705	347,070	1,225,775	12.2 to 15.9	5.1	18.3 to 21.9
21	19		Peel DSB	330,376	-	330,376	4.6 to 6	-	4.6 to 6
22	20		Haldon DSB	486,804	491,320	678,124	2.6 to 3.4	8.6	11.2 to 12
23	21		Hamilton-Wentworth DSB	152,671	420,453	573,124	2.1 to 2.8	7.3	9.5 to 10.1
24	22		DSB of Niagara	-	-	-	-	-	-
25	23		Grand Erie DSB	95,633	-	95,633	1.3 to 1.7	-	1.3 to 1.7
26	24		Waterloo Region DSB	135,841	1,240,530	1,376,370	1.9 to 2.5	21.7	23.6 to 24.1
27	25		Ottawa-Carleton DSB	1,794,137	1,507,072	3,301,209	24.9 to 32.4	23.3	51.2 to 58.8
28	26		Upper Canada DSB	76,873	-	76,873	1.1 to 1.4	-	1.1 to 1.4
29	27		Univestone DSB	84,543	1,301	85,844	1.2 to 1.5	0.0	1.2 to 1.6
30	28		Renfrew County DSB	12,804	8,910	21,714	0.2 to 0.2	0.2	0.3 to 0.4
31	29		Hastings and Prince Edward DSB	-	-	-	-	-	-
32	30.1		Northeastern Catholic DSB	-	-	-	-	-	-
33	30.2		Nipissing-Park Sound Catholic DSB	-	-	-	-	-	-
34	31		Huron-Superior Catholic DSB	-	-	-	-	-	-
35	32		Simsbury Catholic DSB	-	-	-	-	-	-
36	33.1		Northwest Catholic DSB	-	-	-	-	-	-
37	33.2		Menora Catholic DSB	-	-	-	-	-	-
38	34.1		Thunder Bay Catholic DSB	289,130	-	289,130	4 to 5.2	-	4 to 5.2
39	34.2		Superior North Catholic DSB	-	-	-	-	-	-
40	35		Bruce-Grey Catholic DSB	-	-	-	-	-	-
41	36		Huron-Perth Catholic DSB	-	-	-	-	-	-
42	37		Windsor-Essex Catholic DSB	-	-	-	-	-	-
43	38		London District Catholic School Board	-	-	-	-	-	-
44	39		St. Clair Catholic DSB	-	-	-	-	-	-
45	40		Toronto Catholic DSB	-	-	-	-	-	-
46	41		Peterborough V H C Catholic DSB	-	-	-	-	-	-
47	42		York Catholic DSB	-	-	-	-	-	-
48	43		Dufferin-Peel Catholic DSB	-	-	-	-	-	-
49	44		Simcoe Muskoka Catholic DSB	590,965	192,405	783,370	8.2 to 10.7	3.4	11.6 to 14
50	45		Durham Catholic DSB	-	-	-	-	-	-
51	46		Haldon Catholic DSB	-	-	-	-	-	-
52	47		Hamilton-Wentworth Catholic DSB	-	-	-	-	-	-
53	48		Wellington Catholic DSB	255,678	73,328	329,006	3.6 to 4.6	1.3	4.8 to 5.9
54	49		Waterloo Catholic DSB	-	-	-	-	-	-
55	50		Niagara Catholic DSB	-	-	-	-	-	-
56	51		Brant Haldimand Norfolk Catholic DSB	294,129	235,862	529,991	4.1 to 5.3	4.1	8.2 to 9.4
57	52		Catholic DSB of Eastern Ontario	-	-	-	-	-	-
58	53		Ottawa Catholic DSB	-	-	-	-	-	-
59	54		Renfrew County Catholic DSB	-	-	-	-	-	-
60	55		Algonquin and Lakeshore Catholic DSB	-	-	-	-	-	-
61	56		CSD du Nord-Est de l'Ontario	-	-	-	-	-	-
62	57		CSD du Grand Nord de l'Ontario	123,598	65,309	188,907	1.7 to 2.2	1.1	2.9 to 3.4
63	58		CS Viamonde	334,617	184,280	518,897	4.6 to 6.1	1.2	7.9 to 9.3
64	59		CSF de l'Est de l'Ontario	359,561	-	359,561	5 to 5.5	-	5 to 5.5
65	60.1		CSD catholique des Grands Rivières	274,272	127,901	402,173	3.8 to 5	1.2	6 to 7.2
66	60.2		CSD catholique Franco-Nord	-	-	-	-	-	-
67	61		CSD catholique du Nouvel-Ontario	248,888	121,928	370,816	3.5 to 4.5	1.1	5.6 to 6.6
68	62		CSD catholique des Aurores boréales	-	-	-	-	-	-
69	63		CS catholique Providence	-	-	-	-	-	-
70	64		CSD catholique Centre-Sud	433,379	220,284	653,667	6 to 7.8	1.9	9.9 to 11.7
71	65		CSD catholique de l'Est ontarien	310,167	-	310,167	4.3 to 5.6	-	4.3 to 5.6
72	66		CSD catholique du Centre-Est de l'Ontario	510,921	356,468	867,384	7.1 to 9.2	5.2	13.3 to 15.5
TOTAL				13,385,098	6,408,908	19,795,007	185.8 to 242	111.9	297.8 to 353.9

- \* Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.
- Figures shown reflect best estimates available at this time.
- FTE estimates are based on selected DSB salary and benefit benchmarks as follows:
- Special Education Staff Amount is based on the Professional/Para- professional benchmark and the Education Assistants benchmark on the high range.
  - Other Staffing Amount is based on the Secondary School Office Support Staff benchmark
  - There include anticipated adjustments to benchmarks in 2017-18 to reflect the impact of salary increases in 2016-17.
  - Benchmarks assume a 1.5% salary increase in the 2017-18 school year.
  - Special Education Staff Amount is based on the share of the board's total education assistants, child and youth workers and professional student services personnel FTE represented by OSSTF.
  - Other Staffing Amount is based on the share of the board's total office, clerical and technical, and custodial & maintenance education workers staff FTE represented by OSSTF.
  - Investments in System Priorities is time limited and will only be provided for the term of the extension (2017-18 and 2018-19).
  - The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

CONFIDENTIAL TO LABOUR RELATIONS

CONFIDENTIAL TO LABOUR RELATIONS

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

**Notes:**

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

CONFIDENTIAL

CONFIDENTIAL TO LABOUR RELATIONS

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

\*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.  
- Figures shown reflect best estimates available at this time.  
- Amount per board based on share of total provincial OSSTF-EW ECE staff in each board.  
- These investments are time-limited for 2017-18 only.

CONFIDENTIAL

## OSSTF OFFICE MANAGERS SALARY GRID 2017-2019

Effective	September 1, 2017	September 1, 2018	February 1, 2019	August 31, 2019
Years				
0	\$51,513	\$52,028	\$52,548	\$52,811
1	\$56,665	\$57,232	\$57,804	\$58,093
2	\$61,817	\$62,435	\$63,059	\$63,375