COLLECTIVE AGREEMENT

BETWEEN

THE UPPER GRAND DISTRICT SCHOOL BOARD

(HEREINAFTER REFERRED TO AS THE "BOARD")

OF THE FIRST PART

AND

The Ontario Secondary School Teachers' Federation
Representing District 18
Educational Student Support Personnel & Registered/Designated Early Childhood Educators Bargaining Unit

(HEREINAFTER REFERRED TO AS THE "UNION")

OF THE SECOND PART

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

Table of Contents

PART A: CENTRAL TERMS 7

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS) 8

C1.1 Separate Central and Local Terms 8

C1.2 Implementation 8

C1.3 Parties 8

C1.4 Single Collective Agreement 8

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS) 8

C2.1 Term of Agreement 8

C2.2 Amendment of Terms 8

C2.3 Notice to Bargain 8

C3.00 DEFINITIONS 9

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE 10

C5.00 CENTRAL GRIEVANCE PROCESS 10

C5.1 Definitions 10

C5.3 Language of Process 12

C5.4 Grievance Shall Include: 12

C5.5 Referral to the Committee 12

C5.6 Voluntary Mediation 13

C5.7 Selection of the Arbitrator 13

C6.00 EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED) 13

C7.00 SPECIALIZED JOB CLASSES 13

C8.00 WORK YEAR 14

C9.00 STAFFING COMMUNICATION 14

C10.00 BENEFITS 14

C10.1 ELHT Benefits 14

C10.2 Eligibility and Coverage 14

C10.3 Funding 15

C10.4 Full-Time Equivalent (FTE) and Employer Contributions 15

C10.5 Benefits Committee 16

C10.6 Privacy 16

C10.7 Benefits not provided by the ELHT 16

C10.8 Payment in Lieu of Benefits 16

C10.9 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019. 17

C11.00 STATUTORY LEAVES OF ABSENCE/SEB 17

C11.1 Family Medical Leave or Critical Illness Leave 17
Supplemental Employment Benefits (SEB) 17
C12.00 SICK LEAVE 18
C12.1 Sick Leave/Short Term Leave and Disability Plan 18
C13.00 MINISTRY INITIATIVES 21
C14.00 PROVINCIAL FEDERATION RELEASE DAYS 22
APPENDIX A – RETIREMENT GRATUITIES 23
A. Sick Leave Credit-Based Retirement Gratuities (where applicable) 23
B. Other Retirement Gratuities 23
APPENDIX B – ABILITIES FORM 24
LETTER OF AGREEMENT #1 26
RE: Sick Leave 26
LETTER OF AGREEMENT #2 27
RE: Job Security 27
LETTER OF AGREEMENT #3 29
RE: Provincial Working Group - Health and Safety 29
LETTER OF AGREEMENT #4 30
RE: Additional Professional Development / Activity (PD/PA) Day 30
LETTER OF AGREEMENT #5 31
RE: Status Quo Central Items 31
LETTER OF AGREEMENT #6 32
RE: Children's Mental Health, Special Needs and Other Initiatives 32
LETTER OF AGREEMENT #7 33
RE: Employee Life and Health Trust (ELHT) Committee 33
LETTER OF AGREEMENT #8 34
RE: Learning and Services Continuity and Sick Leave Usage Task Force 34
LETTER OF AGREEMENT #9 35
RE: EW LTD Sub-Committee 35
LETTER OF AGREEMENT #10 37
RE: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance 37
LETTER OF AGREEMENT #11 38
RE: Bereavement Leave 38
LETTER OF AGREEMENT #12 39
RE: Employee Mental Health 39

LETTER OF AGREEMENT #13 ..... **40**
RE: Violence Prevention Health and Safety Training **40**
LETTER OF AGREEMENT #14 ..... **41**
RE: Workplace Violence **41**
LETTER OF AGREEMENT #15 ..... **42**
RE: Education Worker Diverse and Inclusive Workforce Committee **42**
LETTER OF AGREEMENT #16 ..... **43**
RE: Central Items That Modify Local Terms **43**
LETTER OF AGREEMENT #9 ..... **44**
RE: Status Quo Central Items as Modified by this Agreement **44**
PART B: LOCAL COLLECTIVE AGREEMENT **48**
L – ARTICLE 1 – PURPOSE **49**
L – ARTICLE 2 – RECOGNITION **49**
L – ARTICLE 3 – UNION MEMBERSHIP **49**
L – ARTICLE 4 – UNION RIGHTS **49**
L – ARTICLE 5 – DEFINITIONS **50**
L – ARTICLE 6 – MANAGEMENT RIGHTS **51**
L – ARTICLE 7 – JUST CAUSE **52**
L – ARTICLE 8 – NO DISCRIMINATION **52**
L – ARTICLE 9 – PERSONNEL FILE **53**
L – ARTICLE 10 – STRIKE AND LOCK-OUT **53**
L – ARTICLE 11 – UNION MEMBERSHIP AND CHECK-OFF **53**
L – ARTICLE 12 – LABOUR-MANAGEMENT COMMITTEE **54**
L – ARTICLE 13 – COLLECTIVE AGREEMENT **54**
L – ARTICLE 14 – PROBATIONARY PERIOD **54**
L – ARTICLE 15 – BEREAVEMENT LEAVE **55**
L – ARTICLE 16 – MISCELLANEOUS LEAVES OF ABSENCE **55**
L – ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY **56**
L – ARTICLE 18 – GRIEVANCE PROCEDURE **57**
L – ARTICLE 19 – UNION LEAVE **59**
L – ARTICLE 20 – PATERNAL LEAVE **61**
L – ARTICLE 21 – LEAVES GENERAL **61**
L – ARTICLE 22 – STATUTORY PREGNANCY LEAVE **61**
L – ARTICLE 23 – STATUTORY PARENTAL LEAVE **63**
L – ARTICLE 24 – EXTENDED PREGNANCY/PARENTAL LEAVE **65**
L – ARTICLE 25 – FAMILY CARE LEAVE **65**
L – ARTICLE 26 – WSIB/LTD **65**
L – ARTICLE 27 – WSIB SUPPLEMENT **66**
L – ARTICLE 28 – DEFERRED SALARY LEAVE PLAN **66**

L – ARTICLE 29 – SICK LEAVE 67
L – ARTICLE 30 – REPLACEMENT STAFF 68
L – ARTICLE 31 – MEDICAL EXAMINATIONS/REPORTS 68
L – ARTICLE 32 – SICK LEAVE GRATUITY 68
L – ARTICLE 33 – INCLEMENT WEATHER 69
L – ARTICLE 34 – JOB EXCHANGE PROGRAM 69
L – ARTICLE 35 – POSITION SHARING 70
L – ARTICLE 36 – ADMINISTRATIVE TRANSFER 71
L – ARTICLE 37 – VOLUNTARY TRANSFER 71
L – ARTICLE 38 – JOB POSTINGS 72
L – ARTICLE 39 – HOURS OF WORK 74
L – ARTICLE 40 – OVERTIME 75
L – ARTICLE 41 – RECOGNIZED PAID HOLIDAYS 76
L – ARTICLE 42 – PAID VACATIONS 77
L – ARTICLE 43 – TRAVEL ALLOWANCE 78
L – ARTICLE 44 – MEDICAL PROCEDURES 78
L – ARTICLE 45 – JOB PERFORMANCE APPRAISALS 78
L – ARTICLE 46 – PEER TUTORS 79
L – ARTICLE 47 – VOLUNTEERS 79
L – ARTICLE 48 – CO-OP STUDENTS 79
L – ARTICLE 49 – HEALTH & SAFETY 80
L – ARTICLE 50 – SENIORITY 81
L – ARTICLE 51 – LAYOFF & RECALL 83
L – ARTICLE 52 – PENSION PLAN 85
L – ARTICLE 53 – INSURED EMPLOYEE BENEFITS 86
L – ARTICLE 54 – LONG TERM DISABILITY PLAN 86
L – ARTICLE 55 – PAY SCHEDULE 87
L – ARTICLE 56 – PROFESSIONAL DEVELOPMENT 87
L – ARTICLE 57 – TUITION 87
L – ARTICLE 58 – EMPLOYMENT INSURANCE REDUCTION 88
L – ARTICLE 59 – AMENDMENTS 88
L – ARTICLE 60 – QUALIFICATIONS 88
L – ARTICLE 61 – ATTENDANCE SUPPORT 88
L – ARTICLE 62 – COMMUNICATION 89
L – ARTICLE 63 – COMPASSIONATE CARE LEAVE 89
L – ARTICLE 64 – SUPERVISION 90
L – ARTICLE 65 – PANDEMIC 90
L – ARTICLE 66 – WORKPLACE ACCOMMODATIONS 90
L – ARTICLE 67 – DURATION AND TERMINATION 91
L – Appendix A – Salary and Increment 92
L – Appendix B – Causal Employees 95
SIGNATURES 97

L – LETTER OF AGREEMENT 98
RE: Contracting Out 98
L – LETTER OF AGREEMENT 99
RE: Job Security 99
L – LETTER OF AGREEMENT 100
Re: Casual Supply List/Board's Automated Dispatch System 100
L – LETTER OF AGREEMENT 101
Re: Committee on Health and Safety 101
L – LETTER OF AGREEMENT 102
L – LETTER OF AGREEMENT 103
PART C: RETAINED LANGUAGE 104
Retained from Local 2014-2017 L – ARTICLE 53 – INSURED EMPLOYEE BENEFITS 106

PART A: CENTRAL TERMS

TERMS NEGOTIATED CENTRALLY

BETWEEN

COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
EDUCATION WORKERS

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

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

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

C3.00 DEFINITIONS

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

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

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

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

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

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

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

C3.4 “Casual Employee” means,

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

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

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA/CAE and OSSTF/FEESO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The Parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA/CAE. The Parties agree that the Crown may attend meetings.

C4.6 OSSTF/FEESO and CTA/CAE representatives will each select one co-chair.

C4.7 Additional representatives may attend as required by each party.

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

i. A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

ii. The "Central Parties" shall be defined as the employer bargaining agency, comprised of: the Ontario Public School Boards' Association (OPSBA), I'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO), I'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. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken action in iii below.

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.

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 affected Local Parties.

ii. The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.

iii. Should the matter remain in dispute at the conclusion of the informal discussions, a Central Party shall refer the grievance forthwith to the Committee by written notice to the other Central Party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

iv. The Committee shall complete its review within 20 days of the grievance being filed.

v. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the Central Party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

vi. All timelines may be extended by mutual consent of the Parties.

C5.6 Voluntary Mediation

i. The Central Parties may, on mutual agreement, request the assistance of a mediator.

ii. Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.

iii. Timelines shall be suspended for the period of mediation.

C5.7 Selection of the Arbitrator

i. Arbitration shall be by a single arbitrator.

ii. The Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity and inclusion among the criteria for selecting an arbitrator.

iii. The Central Parties may refer multiple grievances to a single arbitrator.

iv. Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.

v. The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

b) No surplus/layoff/redundancy declarations shall be made until such time as the union has been notified.

c) Any release time required for this purpose will not be charged against local collective agreement federation release time.

C10.00 BENEFITS

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board.

c) Retirees who were previously represented by OSSTF/FEESO-Education Workers (EW), who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.

d) No individuals who retire after the Participation Date are eligible.

C10.3 Funding

a) The annual per FTE funding shall be as follows:

i. September 1, 2022: $5,712.00

ii. September 1, 2023: $5,769.12

iii. September 1, 2024: $5,826.82

iv. September 1, 2025: $5,885.08

v. August 31, 2026: $6,120.48

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

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

b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.

c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF ELHT in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

d) In the case of a dispute regarding the FTE used to determine the board's benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF/FEESO-EW. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF education workers withdrawing their full services:

i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out

ii. Divide i) by 225 days

iii. Multiply ii) by the number of strike or lockout days for OSSTF education workers at the school board.

C10.5 Benefits Committee

As per LOA #7, a benefits committee comprised of OSSTF/FEESO, the CTA/CAE, the Crown and OSSTF ELHT representatives shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 will remain status quo.

b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees under the local collective agreement in effect as of August 31, 2014, the boards will continue to make a plan available with the same funding arrangement.

C10.8 Payment in Lieu of Benefits

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

b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

a) Family Medical Leave or Critical Illness leave granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.

b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.

c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

d) Seniority and experience continue to accrue during such leave(s).

e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

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

Supplemental Employment Benefits (SEB)

g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C12.00 SICK LEAVE

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

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

b) **Sick Leave Days**
Subject to paragraphs C12.1 d) i-v 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-v 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-v 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 their 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 their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.

iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case-by-case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) **Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment**
Notwithstanding the parameters outlined above, the following shall apply to Employees in a term assignment:

i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of workdays compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.

ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate

allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

g) **Administration**

i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the employee shall provide medical confirmation to access STLDP.

ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.

iv. At no time shall the employer or any of its agents contact the medical practitioner directly.

v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.

vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

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

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

Contributions for OTPP Plan Members:

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

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

C13.00 MINISTRY INITIATIVES

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

The Crown will endeavour to provide an informational briefing to OSSTF and the CTA in the event of the implementation of significant new policy initiatives, such as the implementation of a new PPM, that are not brought to the Ministry Initiatives Committee. Such informational briefings may take place at the Ministry Initiatives Committee, or another forum, at any time, and may include other attendees at the discretion of the Crown.

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF/FEESO education workers, subject to program and operational needs, shall be released for provincial collective bargaining and related meetings.

b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

c) OSSTF/FEESO education workers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.

d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

e) Nothing in this article affects existing local entitlements to Federation Leave.

APPENDIX A – RETIREMENT GRATUITIES

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

1. An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.

2. If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
   (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
   (b) the Employee's salary as of August 31, 2012.

3. If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).

4. For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.

5. For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have ten (10) years of service with the board:

   i. Near North District School Board
   ii. Avon Maitland District School Board
   iii. Hamilton-Wentworth District School Board
   iv. Huron Perth Catholic District School Board
   v. Peterborough Victoria Northumberland and Clarington Catholic District School Board
   vi. Hamilton-Wentworth Catholic District School Board
   vii. Waterloo Catholic District School Board
   viii. Limestone District School Board
   ix. Conseil scolaire catholique MonAvenir
   x. Conseil scolaire Viamonde

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

Employee Group:	*Requested By:*
WSIB Claim: ☐ *Yes* ☐ *No*	*WSIB Claim Number:*

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

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

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

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

Please check one:

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

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

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

First Day of Absence: _____	General Nature of Illness (***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:	**Standing:**	**Sitting:**	**Lifting from floor to waist:**
☐ Full Abilities	☐ Full Abilities	☐ Full Abilities	☐ Full Abilities
☐ Up to 100 metres	☐ Up to 15 minutes	☐ Up to 30 minutes	☐ Up to 5 kilograms
☐ 100 - 200 metres	☐ 15 - 30 minutes	☐ 30 minutes - 1 hour	☐ 5 - 10 kilograms
☐ Other (*please specify*):	☐ Other (*please specify*):	☐ Other (*please specify*):	☐ Other (*please specify*):

Lifting from Waist to Shoulder:	**Stair Climbing:**	☐ **Use of hand(s):**	
		Left Hand	**Right Hand**
☐ Full abilities	☐ Full abilities	☐ Gripping	☐ Gripping
☐ Up to 5 kilograms	☐ Up to 5 steps	☐ Pinching	☐ Pinching
☐ 5 - 10 kilograms	☐ 6 - 12 steps	☐ Other (*please specify*):	☐ Other (*please specify*):
☐ Other (*please specify*):	☐ Other (*please specify*):		

☐ **Bending/twisting** repetitive movement of (*please specify*):	☐ **Work at or above shoulder activity**:	☐ **Chemical exposure to**:	**Travel to Work**: Ability to use public transit _____ Ability to drive car	☐ Yes ☐ No _____ ☐ Yes ☐ No

2B: COGNITIVE (*please complete all that is applicable*)			
Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Following Directions:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Decision- Making/Supervision:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Multi-Tasking:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Memory:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Social Interaction:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Communication:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Please identify the assessment tool(s) used to determine the above abilities *(Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*			
Additional comments on **Limitations (not able to do) and/or Restrictions (<u>should/must</u> not do) for all medical conditions**:			

3: Health Care Professional to complete.	
From the date of this assessment, the above will apply for approximately: ☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days	Have you discussed return to work with your patient? ☐ Yes ☐ No
Recommendations for work hours and start date (if applicable): ☐ Regular full time hours ☐ Modified hours ☐ Graduated hours	Start Date: **dd** **mm** **yyyy**
Is patient on an active treatment plan?: ☐ Yes ☐ No Has a referral to another Health Care Professional been made? ☐ Yes (optional - please specify): _____ ☐ No If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy	

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: SICK LEAVE

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: JOB SECURITY

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as of November 30, 2023. 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 November 30 2023, 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 November 30 2023.

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, 2026.

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: PROVINCIAL WORKING GROUP - HEALTH AND SAFETY

The Parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as updated November 7, 2018 and including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

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: ADDITIONAL PROFESSIONAL DEVELOPMENT / ACTIVITY (PD/PA) DAY

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act.

1. Unpaid Leave Days (including Scheduled Unpaid Leave Plan)
2. Early Retirement Incentive Plan
3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits
4. Working Conditions: staffing levels, work week and work year, excluding scheduling
5. Professional College Requirements
6. Preparation Time for job classes with classroom related duties
7. ECE Professional Judgement and Reporting
8. Online Learning / Hybrid Learning / Remote Learning
9. Employee Advocacy Program Funding
10. Paid Vacation
11. Paid Holidays (including statutory holidays)
12. Allowances/Premiums
13. ECE Grid
14. Salary adjustments for recruitment and retention of job classes

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

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 #7

BETWEEN

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

AND

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

AND

The Crown

RE: EMPLOYEE LIFE AND HEALTH TRUST (ELHT) COMMITTEE

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: LEARNING AND SERVICES CONTINUITY AND SICK LEAVE USAGE TASK FORCE

The Parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of OSSTF/FEESO and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to sick leave initiatives including return to/remain at work practices;

2. gather and review information including but not restricted to the following:

    a. utilization of the sick leave and short-term disability plans;
    b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;

3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: EW LTD SUB-COMMITTEE

Whereas there are varying models of Long-Term Disability (LTD**)** Insurance for OSSTF/FEESO Education Workers among Ontario's publicly funded School Boards with various levels of coverage, premiums, and payors;

And whereas the Parties wish to explore a provincial EW LTD plan that could result in efficiencies, the Parties agree:

1. Within thirty (30) days of a central agreement reached through ratification or arbitration award, 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.

2. The sub-committee shall meet, on a without prejudice basis, to examine the feasibility of establishing an EW LTD insurance plan for OSSTF/FEESO Education Workers, with the goal of establishing efficiencies for the premium payors. The mandate of the committee is to establish if there are potential provincial EW LTD level plan(s) that would establish efficiencies for the premium payors as compared to the current individual plans. The subcommittee will also consider impacts of any changes on existing plans**.** The EW LTD Sub-Committee shall make a recommendation, by consensus, back to the Central Labour Relations Committee.

3. Any Party to the sub-committee may invite outside experts such as Eckler, OTIP, Manulife or others to provide support to the sub-committee.

4. Starting in the 2024-2025 school year, the sub-committee shall meet at least three (3) times per year during this collective agreement unless by mutual agreement.

5. The sub-committee shall make its recommendations to the Central Labour Relations Committee, no later than August 31, 2026.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: SHORT TERM PAID LEAVES – LEAVE FOR INDIGENOUS PRACTICE/DAYS OF SIGNIFICANCE

The Parties agree that Short Team Paid Leaves (number of days) has been addressed at the central table and that the number of short term paid leave days shall remain status quo.

Usage of short term paid days remains available for local bargaining.

The Parties jointly agree to encourage local parties to consider adding the following language to existing short term paid leave provisions:

Indigenous employees may use existing short term paid leave:

a. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or

b. for attendance at Indigenous cultural/ceremonial events.

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')

AND

The Crown

RE: BEREAVEMENT LEAVE

The local bargaining unit shall decide whether or not to insert the following into the local (Part B) collective agreement, with such language replacing existing bereavement language in its entirety:

> Permanent Education Workers shall be provided with three (3) regularly scheduled workdays' bereavement leave without loss of salary or wages immediately upon the death of and/or to attend a funeral or other ceremony for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

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

RE: EMPLOYEE MENTAL HEALTH

The Parties jointly recommend to the Provincial Working Group – Health and Safety (PWGHS) that Employee Mental Health be added as a standing item to the agenda.

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

RE: VIOLENCE PREVENTION HEALTH AND SAFETY TRAINING

Effective in the 2023-24 school year and in each subsequent year, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to employees. This shall include the following topics: Online Incident Reporting Software, and Notification of Potential Risk of Injury. Other possible topics may include: Prevention and De-escalation of Violence, Effective Risk Assessments and Safety Plan Development, Use of Truncated Student Safety Plan and General Safety Plan.

The Parties agree that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: WORKPLACE VIOLENCE

The Parties acknowledge that school boards and supervisors are required to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School Boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury. For instance, workers may not need to know specific personal information, but will be provided with information on the measures and procedures to be followed as part of the workplace violence program in order to protect themselves.

In the case of student safety plans, procedures should be in place so that workers who work directly with the student have access to the student safety plan.

The Parties acknowledge that online reporting tools have been implemented by School Boards, as initiated by 2018:SB06, and the existing systems will be maintained.

By November 30 2023, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: EDUCATION WORKER DIVERSE AND INCLUSIVE WORKFORCE COMMITTEE

The Parties agree that should an Education Worker Diverse and Inclusive Workforce Committee continue to operate during the term of this agreement, OSSTF/FEESO will maintain a place at the Committee. If such committee ceases to operate, the Parties agree that they will establish a new Education Worker Diverse and Inclusive Workforce Committee. The mandate will be determined by the Parties.

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: CENTRAL ITEMS THAT MODIFY LOCAL TERMS

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. 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 SEB Language:
    a. Seniority and experience continue to accrue during Pregnancy leave.
    b. Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT

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

1. Pregnancy Leave Benefits

Definitions

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

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

Common Central Provisions

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

E.I. and her regular gross pay.

b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

d) Casual employees are not entitled to pregnancy leave benefits.

e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.

j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

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

receives from E.I. and their regular gross pay;

ii. A SEB Plan with existing superior entitlements;

iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

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

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

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

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

3. Short Term Paid Leaves

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

4. Retirement Gratuities

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

> "Retirement Gratuities were frozen as of August 31, 2012. An Employee is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
>
> The following language applies only to those employees eligible for the gratuity above:"
> *[insert current Retirement Gratuity language from local collective agreement]*

5. Long Term Disability (LTD)

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

PART B: LOCAL COLLECTIVE AGREEMENT

TERMS NEGOTIATED LOCALLY

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING DISTRICT 18
EDUCATIONAL STUDENT SUPPORT PERSONNEL &
REGISTERED/DESIGNATED EARLY CHILDHOOD EDUCATORS BARGAINING UNIT

L – ARTICLE 1 – PURPOSE

L1:01 It is the purpose of the parties to this Agreement (hereinafter referred to as "the Agreement") which represented the entire negotiated Collective Agreement between the parties, to set forth certain terms and conditions of employment, including compensation and to provide for the settlement of all matters in dispute between the parties that arise out of this Agreement.

L1:02 It is the desire of the parties to strive to maintain a harmonious relationship between the parties and to co-operate to the fullest extent to provide educational services.

L – ARTICLE 2 – RECOGNITION

L2:01 The Board recognizes the Union as the exclusive bargaining agent for all employees of the Board employed as Educational Assistants, Special Program Assistants, Designated/Registered Early Childhood Educators, and casual employees save and except supervisors, persons above the rank of supervisor and students employed during the school vacation period and students employed pursuant to a cooperative training program in conjunction with a school, college or university. For the purpose of this Collective Agreement Early Childhood Educator refers to either a Registered or Designated Early Childhood Educator according to the Education Act and the College of Early Childhood Educators.

L2:02 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.

L2:03 The Board recognizes the right of The Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

L2:04 The Union recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

L2:05 Both the Union and the Board recognize the right of each other to have advisors, agents, counsellors, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of this Agreement.

L2:06 The Union shall inform the Board, in writing, of the names of its elected or appointed Executive and/or committee members prior to September 1st of each year.

L – ARTICLE 3 – UNION MEMBERSHIP

L3:01 All employees shall, as a condition of employment, maintain their union membership and be required to pay union dues and other amounts chargeable by the Union or Bargaining Unit.

L3:02 All future employees of the Board covered by this Agreement shall, as a condition of continued employment, become members of the Union on commencing employment with the Board.

L – ARTICLE 4 – UNION RIGHTS

L4:01 The Union shall notify the Board, in writing, of the following:

(a) names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer,

(b) address and phone number of its Head Office,

(c) address and phone number of the Bargaining Unit Office.

L4:02 The Senior Administrator responsible for Human Resources or designate shall inform the President of the Union monthly, in writing, of the name, location and job classification of all hires, lay-offs, reclassifications, permanent transfers, recalls, retirements and terminations of employees.

L4:03 By October 31st of each year, the Board shall provide the union with a list of permanent members and members in a term assignment (LTO), which will include the following:

a) FTE
b) classification
c) whether the member is actively working or on a leave
d) work location
e) seniority date

L4:04 The Board shall advise all new employees that a Collective Agreement is in effect and provide the new employee with the name, business phone number and work location of the Bargaining Unit President.

L4:05 Any official correspondence from the Board to the Union or Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in clause 4:01 unless otherwise stated in this agreement.

L4:06 Any official correspondence from the Union or bargaining Unit shall be sent to the Senior Administrator responsible for Human Resources or designate at the main office of the Board unless otherwise stated in this Agreement.

L – ARTICLE 5 – DEFINITIONS

See also Part A: Central Terms C3.0 DEFINITIONS

L5:01 "Board" means the Upper Grand District School Board.

L5:02 "District 18" means the organization of the Ontario Secondary School Teachers' Federation.

L5:03 "Federation" or "Union" means the Ontario Secondary School Teachers' Federation.

L5:04 "Member" means a member of the Bargaining Unit representing Educational Student Support Personnel & Early Childhood Educators.

L5:05 "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.

L5:06 "Employee" means any or all of the employees in the bargaining unit as provided in clause 2:01.

L5:07 "Itinerant Employee" means an employee whose assignment includes duties in more than one work location.

L5:08 "Spouse/Partner" means the person with whom the employee has been cohabiting in a spousal relationship. This includes a person of the same gender.

L5:09 "Casual Employee" means a person employed by the Upper Grand District School Board who:

i) does not work a regular number of assigned hours or days per week but works only when called in by the Board; or

ii) is hired for a definite term or for a specific task which is not lasting or continuing for more than six (6) working months; or

iii) is hired to replace an employee absent for a period of twelve months or less.

iv) has not been employed for more than three consecutive, continuous years. It is understood that the implementation of this clause and the three-year timeframe within it begins the day following ratification of this collective agreement. "Continuous years" for the purpose of this clause can include a break in service of no more than four (4) working weeks.

L – ARTICLE 6 – MANAGEMENT RIGHTS

L6:01 The Union recognizes that the management of the Board and the direction of the working forces are fixed exclusively in the Board and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Board to:

(a) maintain order, discipline and efficiency;

(b) hire, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees. A claim that a permanent employee has been disciplined or discharged without just cause may be subject to a grievance and dealt with as hereinafter provided;

(c) make, enforce and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Board in such rules, regulations and policies without prior notice to and discussion with the Union.

L6:02 The Union further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by a permanent or probationary employee that they have been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article 18, Grievance and Arbitration. It is understood that probationary employees are subject to a lesser standard of just cause (basic procedural fairness).

L6:03 The Board agrees that the provisions of this article do not preclude representation and consultation by the Board and Bargaining Unit concerning any matter.

L6:04 The Board recognizes the right of a member to have representation during coaching or performance related matters. Where a member exercises this right, the member shall be responsible for coordinating representation.

L – ARTICLE 7 – JUST CAUSE

L7:01 No permanent/probationary employee shall be demoted, disciplined or discharged without just cause.

L7:02 An employee subject to disciplinary action, other than a verbal warning, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

L7:03 Each employee must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed in the employee's personnel file. Unless such notation is made in writing to the employee, the Board shall not use such incident as part of the employee's past record to justify a later disciplinary action. Such notice must be given to the employee within ten 10 working days following the conclusion of the investigation of the events giving rise to the action. In such cases, the President of the Bargaining Unit shall be notified at the same time that the employee has been disciplined or received a derogatory notation in the employee's personnel file. Any written reply shall be included in the employee's personnel file. Upon receipt of such reply, the Board shall send by email, a copy of the reply to the President of the Bargaining Unit.

L7:04 An employee is entitled, prior to the imposition of formal discipline, suspension or discharge, to be invited to a meeting with Board representatives who will explain the reason for considering such action. The Board shall inform the employee, prior to the day of the meeting of the employee's right to have the Bargaining Unit President or designate present at such meeting. The employee shall be accompanied at the meeting by the Bargaining Unit President or designate who shall be advised in advance by the Board of the time and place of the meeting. If the Bargaining Unit President is not able to attend the meeting to accompany the employee on set date, the Board must wait until the President or designate can attend the disciplinary meeting up to two days from original date set.

L7:05 (a) For all meetings related to this Article which are held during normal working hours, the employee, subject to clause 7:05(b), and the Bargaining Unit President, who is not on leave of absence, or designate shall each be paid for time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.

(b) An employee who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

L – ARTICLE 8 – NO DISCRIMINATION

L8:01 The Board and Federation agree there shall be no discrimination, interference, restriction or coercion exercised or practised by either party with respect to any employee by reason of any of protected grounds and described by Ontario Human Rights Code as amended from time to time.

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status
- Gender identity, gender expression

- Record of unrelated offences
- Sex (including pregnancy and breastfeeding)
- Sexual orientation
- Or dealings with persons identified by one of the other prohibited grounds.

L8:02 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of an employee's activity or lack of activity in the Union.

L – ARTICLE 9 – PERSONNEL FILE

L9:01 There shall be only one official personnel file retained by the Board for each employee. Such personnel file shall be located in the Human Resources Department of the Board.

L9:02 An employee shall have access to examine the employee's personnel file upon prior arrangement with the Human Resources Department. Upon request, an employee shall be provided with a copy of material contained in such file.

L9:03 An employee may request that the Bargaining Unit President or designate accompany the employee to review the personnel file, or provide written authorization for the President or designate to examine the file. The Bargaining Unit President or designate, with written authorization from the employee shall be provided with a copy of material contained in such file.

L9:04 An employee shall have the right to contest in writing the accuracy of such information contained in the employee's personnel file, and have the same recorded in the employee's file. If there is an error in the information as determined by the Board, the Board shall notify all parties concerned.

L9:05 Where two (2) years of active work have elapsed since the recording of a disciplinary notation on an employee's file, the employee may request that such disciplinary notation be reviewed. Such notation shall be removed from the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.

L9:06 A copy of any written disciplinary action taken shall be forwarded to the Union President.

L – ARTICLE 10 – STRIKE AND LOCK-OUT

L10:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the members in this bargaining unit. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act and its regulations.

L10:02 No employee shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

L – ARTICLE 11 – UNION MEMBERSHIP AND CHECK-OFF

L11:01 On each pay date on which an employee receives a pay cheque, the Board shall deduct from each employee's pay the union dues. The district levy will be deducted in the amounts and on the dates as agreed with the Federation. The amount to be deducted shall be determined by the Union in

accordance with its constitution and shall be communicated to the Board annually no later than June 30th of each year effective the following September.

L11:02 No later than the 15th day of the month following the month in which deductions are made under this Article, the Provincial O.S.S.T.F. Union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive, Toronto, and the local levy to the Treasurer of District 18, O.S.S.T.F. as directed by the bargaining unit in writing. The remittance of the dues and levy shall be accompanied with the following information on each member:

(a) Surname and first name,
(b) Social Insurance Number,
(c) Amount of dues/levy deducted,
(d) The period of work for which the amount is submitted

L11:03 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.

L – ARTICLE 12 – LABOUR-MANAGEMENT COMMITTEE

L12:01 There shall be a Labour-Management Committee consisting of three (3) employees appointed by the Employer and three (3) employees appointed by the Bargaining Unit.

L12:02 The committee shall meet as required at the request of the Bargaining Unit Executive or of the Employer to discuss matters of common concern.

L12:03 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit members of the Committee.

L12:04 There shall be no discussion of any matter that has been filed as a grievance at a Labour-Management Committee meeting unless the Parties mutually agree otherwise.

L12:05 Where possible, an agenda of items to be discussed at the meeting shall be exchanged between the parties not less than one week in advance of the scheduled meeting.

L – ARTICLE 13 – COLLECTIVE AGREEMENT

L13:01 The Board and the Union agree to post copies of the Collective Agreement to their respective websites or intranets.

L13:02 The Board and the Union shall be responsible for updating the Collective Agreement.

L13:03 No changes can be made to this Agreement without the mutual written consent of the parties.

L – ARTICLE 14 – PROBATIONARY PERIOD

L14:01 Employees newly hired by the Board to fill permanent vacancies covered by the Collective Agreement shall be considered probationary employees during the first three (3) months of continuous employment. The employee's performance shall be evaluated during the probationary period to determine whether the employee successfully meets the requirements of the position. Provided the

employee completes the probationary period satisfactorily, the employee shall be considered permanent. At the conclusion of the successfully completed probationary period, the employee shall be added to the seniority list with service shown retroactive to the first day of employment, as outlined in Article 50, Seniority. In the event that the Board determines that the employee has not successfully completed the probationary period, their employment shall be terminated.

Natural school break periods, (Christmas, March break and summer) will not be credited as time worked for the probationary period nor will it constitute a break in continuous service.

L14:02 Notwithstanding 14:01, the probationary period may be extended up to three (3) months only by mutual agreement of the Board and the Bargaining Unit.

L – ARTICLE 15 – BEREAVEMENT LEAVE

L15:01 Bereavement Leave shall be granted to an employee, upon written request on the appropriate form, without loss of salary or deduction from Sick Leave in accordance with this article.

L15:02 For absence occasioned by the death of a spouse/partner, child, parent, grandchild of the employee or the employee's spouse/partner, leave shall be granted for a period of five consecutive working days at the time of death, if requested. It is understood that the death must have occurred during the regular instructional year. One of the five days may be deferred to a later date for purposes of interment.

L15:03 For absence occasioned by the death of a sibling of an employee of the employee's spouse/partner, leave shall be granted for a period of three consecutive working days at the time of death, if requested. It is understood that the death must have occurred during the regular instructional year. One of the three days may be deferred to a later date for purposes of interment.

L15:04 For absence occasioned by the death of those not covered under 15:02 or 15:03, leave may be granted upon recommendation of the Principal/Supervisor and subject to the approval of the Senior Administrator responsible for Human Resources or designate. For clarity, it is understood that (1) one day's leave with pay will be granted in the event of the death of a grandparent of an employee or a grandparent of an employee's spouse/partner.

L – ARTICLE 16 – MISCELLANEOUS LEAVES OF ABSENCE

See also Part A: Central Terms Letter of Agreement #5 RE: Status Quo Central Items

L16:01 The Board shall grant a leave of absence up to a maximum of five (5) days total in any one school year to a employee in the following circumstances:

(a) up to one (1) day when the employee is scheduled to write an academic, trade or professional examination;

(b) one (1) day when the employee attends the employee's post-secondary graduation;

(c) up to one (1) day when the employee attends the post-secondary graduation for each of the employee's spouse/partner, parent, child or step child;

(d) to celebrate a recognized religious holiday of the employee's own faith;

(e) up to one (1) day for the employee's own personal moving of residence.

(f) Up to one (1) day for the employee to attend their own personal wedding.

(g) Indigenous employees may use existing short term paid leave:

i. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or
ii. for attendance at Indigenous cultural/ceremonial events.

Each of the above leaves shall be with pay and without deduction from sick leave. It is understood that once a leave is granted under the Article, an identical leave will not be granted under Board policy.

L16:02 The Board may extend any of the leaves granted in Article 16:01, without loss in pay or deduction from sick leave.

L16:03 A special or compassionate leave of absence may be granted by the Board without loss in pay.

L16:04 An extension to any leave outlined in Article 15 or 16 may be requested by the employee as a special or compassionate leave of absence without pay. Such leave may be granted by the Board.

L16:05 An employee shall be entitled to Personal Days, for reasons other than illness, up to a maximum of one (1) working day in each September to August period, without deduction of salary.

L16:06 A personal day may not be used to extend the following existing Holidays except in extenuating circumstances as approved by the Senior Administrator responsible for Human Resources or designate:

a) Statutory holidays;
b) Summer break;
c) March break;
d) Winter break.

This clause shall not apply to employees who do not require a replacement on the day of absence.

L – ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

L17:01 A leave of absence without pay may be granted by the Board to a employee, in accordance with the conditions set out in this article.

L17:02 A leave of absence granted under this article shall be without salary/wages.

L17:03 (a) An employee shall apply in writing to the Senior Administrator responsible for Human Resources or designate for a leave of absence without pay. Employees shall provide the details and the rationale for requesting such a leave.

(b) An employee requesting a Leave of Absence without pay shall apply no later than June 15th for a leave equivalent to their full FTE for a period no less than eight (8) weeks to commence the following school year.

(c) It is understood that a request may be submitted after the June 15th deadline so long as at least four (4) weeks' notice prior to the beginning of the requested leave is provided and the leave is not less than eight (8) weeks.

(d) The timeline in (b) and (c) may be waived when the application for such leave is for compassionate family circumstances.

L17:04 Before commencing a leave of absence, an employee is responsible for contacting the OSSTF Provincial Employee Life Health Trust (ELHT) with regard to any impact to benefit eligibility and/or continuance.

L17:05 The period of a leave granted under this article shall be for no less than eight (8) weeks, up to one (1) year. When an employee is on a personal leave of absence, upon written (emailed) request they will be placed on the casual list for the remainder of the leave.

L17:06 An extension of up to one (1) year may be granted to the employee with the approval of the Board upon written request of the employee received by the Board not less than four weeks prior to the end of the original leave.

L17:07 Subject to Article 51 Layoff and Recall, at the end of the period of the leave of absence, or its extension, the employee shall return to the same position and work location held by the employee immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.

L17:08 The total length, including extension, of leaves of absences for any reason (excluding statutory leaves of absence) shall not exceed two (2) years. It is understood that an employee must have returned and actively worked the equivalent duration of time as their leave, prior to requesting a subsequent leave of absence.

L – ARTICLE 18 – GRIEVANCE PROCEDURE

See also Part A: Central Terms C5.0 CENTRAL GRIEVANCE PROCESS

L18:01 Intent and Definition of Grievances

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

L18:02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee, a Union representative (if the employee desires) and the Human Resources liaison person designated by the Board. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step 1.

L18:03 Step One

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within fourteen (14) school calendar days of the employee becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably have been detected to the Senior Administrator responsible for Human Resources or designate. The written notice shall contain the complete grievance, list all

clauses by specific number alleged to have been violated, the settlement requested and shall not be subject to change after submission. The Senior Administrator responsible for Human Resources or designate shall meet with the grievor and the grievor's representative(s) within twenty-one (21) school calendar days following the day the grievance was received. The Senior Administrator responsible for Human Resources or designate shall provide a written answer within twenty-one (21) school calendar days of the meeting being held.

L18:04 Step Two

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within fourteen (14) school calendar days of receipt of the Step One answer, notify the Director of Education or designate, in writing that a grievance meeting is requested. The Director of Education or designate, and other persons that the Director of Education or designate deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within twenty-one (21) school calendar days of receipt of the notice. The Director of Education or designate, shall provide a written answer within twenty-one (21) school calendar days of the meeting being held.

L18:05 Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall, within seven (7) school calendar days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's proposed single arbitrator. The Director of Education or designate shall, within fourteen (14) school calendar days inform the Union of the Board's acceptance of the Union's proposed single arbitrator or shall propose an alternative single arbitrator. If the two parties fail to agree upon a single arbitrator within the time limit, either the Union or the Board may request the appointment of an arbitrator by the Ministry of Labour

L18:06 The single arbitrator or arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

L18:07 The single arbitrator or arbitration board shall not have the power to change, modify, extend or amend the provisions of the Agreement.

L18:08 The time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the parties.

L18:09 Group Grievance

Step Three Grievance Filed by the Union or by the Board.
The Union or the Board may lodge a grievance in writing against the other within fourteen (14) school calendar days after detection of the event, which gave rise to the grievance. The Board or a representative committee of the Board shall meet with the Executive of the Union within fourteen (14) school calendar days from the date the grievance was received by the opposite party. The decision of the Board or the Union shall be forwarded in writing together with the reasons therefore to the party lodging the grievance within seven (7) school calendar days after the meeting. If the grievor rejects the

decision, the grievor shall notify the opposite party in writing accordingly within seven (7) school calendar days after receiving the decision.

Note: The Union will notify the Director of Education.
The Board will notify the President of the Union.

L18:10 Group grievances may only be filed within fourteen (14) school calendar days of either party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) school calendar days after the event when the event could reasonably have been detected.

L18:11 It is understood that the parties may mutually agree in writing to submit the grievance to an arbitration board in Step Three rather than a single arbitrator. The Union shall within seven (7) school calendar days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the arbitration board. The Director of Education or designate shall, within fourteen (14) school calendar days inform the Union of the Board's appointee to the arbitration board. The two appointees shall within fourteen (14) school calendar days or such longer time as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to agree upon a chair within the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

L18:12 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman governs. The decision of the arbitration board shall be final and binding and enforceable on the parties

L18:13 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chairman shall be borne equally by the parties. Each party shall bear, at its own expense, the cost of counsel or advisers at each Step of the grievance procedure.

L18:14 A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

L18:15 Grievance Mediation

(a) At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.

(b) The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

L – ARTICLE 19 – UNION LEAVE

L19:01 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.

19:02 (a) Union leave shall be granted to representatives of the Union for purpose of carrying out Union business to a maximum of ninety (90) FTE days total for the bargaining unit per work year. It is understood that such local release days shall not normally occur on Mondays, Fridays and / or the

workdays surrounding statutory holidays. Up to an additional five (5) days per work year shall be granted to the Chief Negotiator of the Bargaining Unit for the purpose of carrying out Union business.

(b) If such leave involves two or more employees from the same school or department, prior approval should be obtained from the Senior Administrator responsible for Human Resources or designate.

L19:03 In addition to the leave granted in Article 19:02, three members of the Bargaining Unit Collective Bargaining Committee shall be permitted to attend negotiating meetings with the Board without loss of pay. There shall be no reimbursement to the Board for a leave granted under clause 19:03.

L19:04 Leave of absence shall be granted by the Board to Union representatives on Board committees, which meet during the workday of the employee. Such leave shall be in addition to the leaves granted in Articles 19:02 and 19:03.

L19:05 In addition to the leaves granted in Articles 19:02 to 19:04 inclusive, the Board shall grant a leave of absence, if requested, for the period of the term of office, to the member who is elected to the office of President of the Bargaining Unit and/or to an elected/appointed position of Release Officer of the Bargaining Unit and/or to an elected position of the District or Provincial O.S.S.T.F., and/or to a member seconded to Provincial O.S.S.T.F. It is understood that no more than four (4) employees may be released for local full-time release under this clause.

L19:06 (a) Subject to Article 51, Layoff & Recall, at the end of the period of the leave of absence the employee shall return to the same position and work location held by the employee immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist

(b) Positions previously held by the Bargaining Unit President and other Bargaining Unit Release Officers shall be filled by temporary employees during their term of office for a maximum of two (2) years. Following two (2) years of release, the positions shall be considered vacant for staffing purposes and members on release shall be considered system responsibility (unassigned) for staffing purposes.

(c) A Bargaining Unit President and other Bargaining Unit Release Officers shall have first right of recall to their previous work location upon the completion of their union leave, should a position be vacant at such time.

L19:07 Subject to Article 19:08 and 19:09 leaves granted under this Article shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the employee.

L19:08 The Bargaining Unit shall reimburse the Board for the salary/wages of any replacement employee required by the granting of a leave under clause 19:02(a).

L19:09 The Union shall reimburse the Board at the casual rate plus vacation pay per hour for up to four (4) members of the Bargaining Unit released to fulfill a District 18 Bargaining Unit elected/appointed position within the Upper Grand District School Board. The Union shall reimburse full salary and benefits to any member who is elected or seconded to a position at Provincial O.S.S.T.F., retroactive to September 1, 2015.

L19:10 In the event that there are representatives from the Bargaining Unit appointed to the Provincial Support Workers Advisory Group (SWAG) or the Provincial Workgroup on Workplace Violence the Board shall grant leave of absence for meetings which occur during the work day of the employee.

The Bargaining Unit shall not be required to reimburse the Board for this leave of absence provided that this time is funded by the Ministry of Education.

L – ARTICLE 20 – PATERNAL LEAVE

See also Part A: Central Terms Letter of Agreement #5 RE: Status Quo Central Items

L20:01 For absence occasioned by the birth or adoption of a child, the Board shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding one (1) day. Such request shall not unreasonably be denied. This leave shall not be deducted from the employee's sick leave.

L – ARTICLE 21 – LEAVES GENERAL

See also Part A: Central Terms Letter of Agreement #5 RE: Status Quo Central Items

L21:01 The Board shall grant a paid leave of absence with no deduction from Sick Leave for the following reasons:

(a) during such period that an employee is quarantined or otherwise prevented by order of the medical health authorities from attending upon an employee's duties because of exposure to any communicable disease.

(b) During such period as an employee is serving as a juror, or subpoenaed as a witness in any proceedings where an employee is not a party and not charged with an offense.

L21:02 (a) An employee may be granted an education leave for up to one school year without pay for the purpose of upgrading employment qualifications.

(b) An employee desiring an education leave shall apply to the Senior Administrator responsible for Human Resources or designate in writing no later than June 15th for the following school year giving details regarding such leave.

(c) Subject to Article 51 Layoff and Recall, at the end of the period of the leave of absence, the employee shall return to the same position and work location held by the employee immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist.

L – ARTICLE 22 – STATUTORY PREGNANCY LEAVE

See also Part A: Central Terms Retained - Letter of Agreement RE: Status Quo Central Items as Modified by this Agreement - 1. Pregnancy Leave Benefits

L22:01 Upon application in writing, an employee who is pregnant and who has been employed by the Board at least thirteen (13) weeks before the expected birth date is entitled to a preganancy leave of at least seventeen (17) weeks.

L22:02 The Board shall not terminate the employment of or lay off any employee while the employee is on a statutory pregnancy leave of absence under this Article.

L22:03 (a) An employee may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

(b) The employee shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

L22:04 In the case of an employee who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the employee expected to give birth, Article 22:03 will not apply. The procedure will be as indicated in Article 22:05 which follows.

L22:05 Within two (2) weeks of stopping work an employee described in Article 22:04, above must give the Board:

(a) written notice of the date the pregnancy leave began or is to begin; and

(b) a certificate from a legally qualified medical practitioner that:

i) in the case of an employee who elects to stop working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date; or

ii) in any other case, states the date of birth, stillbirth or miscarriage and the date the employee was expected to give birth.

L22:06 The pregnancy leave ends:

(a) the later of – twelve (12) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began or;

(b) at an earlier date if the employee gives the Board at least four (4) weeks written notice of the date.

L22:07 An employee who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the employee to the same position and work location held by the employee immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall. Seniority continues to accrue during Pregnancy Leave.

L22:08 An employee is responsible for contacting the OSSTF Provincial Employee Life Health Trust (ELHT) with regard to any impact to benefit eligibility and/or continuance.

L22:09 <u>Supplemental Employement Benefit (SEB) Plan</u>

a) The Board 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 the 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 they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.

j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of the 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;

L – ARTICLE 23 – STATUTORY PARENTAL LEAVE

L23:01 For the purpose of this article, parents shall be defined as one of the following:

(a) a birth parent;

(b) an adoptive parent (whether or not the adoption has been legally finalized); or

(c) a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same sex couples.

L23:02 Upon application in writing, an employee who has been employed by the Board for at least thirteen (13) weeks and who is a parent of a child is entitled to a parental leave following:

(a) the birth of the child; or

(b) the coming of the child into custody, care and control of a parent for the first time.

L23:03 The Board shall not terminate the employment of or lay off any employee who is entitled to a statutory parental leave of absence under this Article.

L23:04 The Parental Leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

L23:05 For persons not covered under Article 23:04, Parental Leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

L23:06 The employee must give the Board at least two (2) weeks written notice of the date the leave is to begin.

L23:07 If an employee wishes to change the date when a Parental Leave is scheduled to begin the employee must give written notice:

(a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or

(b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

L23:08 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board immediately.

L23:09 Parental Leave ends:

(a) Sixty-one (61) weeks after it begins if taken with a pregnancy leave; or

(b) Sixty-three (63) weeks after it begins if no pregnancy leave is taken; or

(c) at an earlier date if the employee gives the Board at least four (4) weeks written notice before the earlier date; or

(d) to a later date if the employee gives the Board at least four (4) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond either sixty-one (61) or sixty-three (63) weeks as outlined above.

L23:10 An employee who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the employee to the same position and work location held by the employee immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall. Seniority continues to accrue during Parental Leave.

L – ARTICLE 24 – EXTENDED PREGNANCY/PARENTAL LEAVE

L24:01 The Board shall grant an extension to the parental or pregnancy leave as provided in Article 22 and Article 23 in accordance with the terms and conditions outlined in this Article.

L24:02 The employee shall provide written notice to the Board at least two (2) weeks prior to the scheduled end of the leave indicating the start and end dates of the extended leave.

L24:03 The total length of the pregnancy/parental leave and extension shall not exceed two years.

L24:04 An employee is responsible for contacting the OSSTF Provincial Employee Life Health Trust (ELHT) with regard to any impact to benefit eligibility and/or continuance.

L24:05 An employee who intends to resume employment on the expiration of an extended leave of absence under this Article shall so advise the Board and on return to work the employee will be reinstated to the same position and work location held by the employee immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall.

L24:06 An employee who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return**.** The request for return shall be accommodated, if possible, subject to the provisions of clause 24:05.

L24:07 Reinstatement from extended Parental Leave under this Article shall be at the salary/wages that the employee would be earning had the employee worked during the period of the statutory pregnancy/parental leave (i.e. the employee will receive credit for salary purposes for the period of the statutory pregnancy/parental leave).

L – ARTICLE 25 – FAMILY CARE LEAVE

See also Part A: Central Terms Letter of Agreement #5 RE: Status Quo Central Items

L25:01 In the case of illness of a spouse or child or parent, which requires the employee's urgent personal attention, a leave will be granted up to two (2) days per year.

L25:02 An employee may request the extension of family care leave, to a maximum of three (3) additional days with pay, and with deduction of sick leave.

In order to be eligible for leave under this clause an employee must first have used their personal day.

L25:03 A leave granted under 25:01, upon written request, shall be with pay.

L – ARTICLE 26 – WSIB/LTD

L26:01 An employee who is absent from work and is claiming Workplace Safety and Insurance Board (WSIB) or Long Term Disability (LTD) benefits on return to work shall:

(a) retain their entitlement to be reinstated to the same position and work location held by the employee immediately prior to going on WSIB/LTD, if the position at that location still exists and is vacant and is based upon the accommodation process (as per L-Article 66); or

(b) to a comparable position if it does not exist or is not vacant, up to a maximum of twenty-four (24) months.

For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee and/or the permanent employee is unable to return to their original position within twenty-four (24) months.

L26:02 At the end of the twenty-four (24) month period the employee s position shall be declared vacant and staffed accordingly.

L26:03 An employee who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 51, Layoff and Recall.

L – ARTICLE 27 – WSIB SUPPLEMENT

See also Part A: Central Terms Retained - Letter of Agreement RE: Status Quo Central Items as Modified by this Agreement - 2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

L27:01 An employee who is receiving compensation under the Workplace Safety and Insurance Act as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workplace Safety and Insurance Act supplemented by the Board to provide payment of full earnings. The supplement paid to such employee shall be divided by the employee's daily rate of pay to determine the number of days absent with pay.

L – ARTICLE 28 – DEFERRED SALARY LEAVE PLAN

L28:01 The deferred salary leave plan shall afford an employee the opportunity to enter into an agreement with the Board to take a one (1) year deferred salary leave in year five (5) of an individual's five (5) year agreement. In each year of the plan in which the employee works, the employee agrees to be paid eighty percent (80%) of the salary normally paid to the employee according to the Collective Agreement in effect for those period. The remaining twenty percent (20%) shall be deposited into an account in the employee' name.

L28:02 All permanent employees having five (5) years' service with the Board are eligible to participate in the Plan.

L28:03 Applications for participation in the Plan should be made in writing to the Senior Administrator responsible for Human Resources or designate on or before May 1 for commencement of the plan to begin the following school year.

L28:04 Approval of individual requests to participate in the plan rests solely with the Board.

L28:05 In each year of the Plan preceding the year of leave, an employee will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 20% of the employee's annual salary, will be deferred and shall be retained by the Board to finance the year of leave.

L28:06 The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the savings account at the Bank used by the Board, and be compounded and as per the bank's practice. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon request by the employee.

L28:07 Payment in the year of leave shall be paid out based on accrued funds plus accrued interest in bi-weekly installments. Any remaining balance shall be paid out to the employee at the end of the leave year.

L28:08 Conditions of Leave

(a) The leave may be for one full year.

(b) The leave shall commence no later than six (6) years after the date of the first deferral of salary.

(c) An employee may not receive any compensation from the Board during the period of leave other than deferred salary plus accumulated interest.

(d) Deferred salary plus any accumulated interest shall be paid to the participating employee not later than the end of the first taxation year after the expiration of the six-year period notice in Article 28:10(b).

(e) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Upon acceptance of the reasons for withdrawal, the Board shall repay to the employee any monies accumulated, plus interest owed minus an administration fee of $100.00 within sixty (60) days of receipt of the notice of the employee's wish to withdraw.

L28:09 Pension deductions (The Teachers' Pension Plan or OMERS) are to be continued as required by the appropriate legislation and policies during all years of participation. Employees are responsible for any other arrangements with The Teachers' Pension Plan Board or OMERS.

L28:10 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the employee's designated beneficiary or alternately, to the employee's estate.

L28:11 Employees participating in the Plan shall be required to sign an agreement with the Board setting out conditions of the Plan.

L28:12 On return from leave an employee will be reinstated to the same position and work location held by the employee immediately prior to the commencement of the deferred salary leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51 Layoff and Recall.

L28:13 An employee returning from leave shall receive credit for seniority for the period of leave.

L28:14 The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on pension plan provisions or income tax implications. This plan must comply with current Revenue Canada regulations.

L28:15 An employee who is accepted for LTD while participating in the plan prior to the leave year shall not be entitled to participate in the plan and the Board shall refund the employee's contributions.

L – ARTICLE 29 – SICK LEAVE

See also Part A: Central Terms C12.0 SICK LEAVE and APPENDIX B – ABILITIES FORM and Letter of Agreement #1 RE: Sick Leave

L29:01 The Board shall administer a sick leave plan and maintain a sick leave account for each employee who is a member of the Bargaining Unit.

L29:02 Employees working half time or more and less than full-time shall receive sick leave on a pro rata basis.

L29:03 To qualify for sick leave, an employee who is absent from work for more than five (5) consecutive days because of illness may be required to submit medical certification of such illness from a qualified physician, licentiate of dental surgery, licensed midwife or Doctor of Chiropractic (DC) or any other medical professional approved by the Board. For other absences, in extenuating circumstances and/or as part of the Board's attendance support program, the Senior Administrator responsible for Human Resources or designate, may require a medical certificate to be completed on a form provided by the Board. The Board will pay the actual cost of the medical certification.

L – ARTICLE 30 – REPLACEMENT STAFF

L30:01 Where an employee is absent from work, replacement staff may be provided in the position vacant due to the absence.

L30:02 Educational Assistants, Special Program Assistants and Early Childhood Educators shall not be required or requested to call in their own supply.

L30:03 Except in extenuating circumstances, casual employees replacing permanent staff or replacing staff in temporary assignments shall be called from the Board's casual supply list. At least once per month, the Board will provide the Bargaining Unit President with a listing of those situations in which the board did not use the casual supply list to obtain a replacement.

L30:04 If requested by the Board or the Union, there will be a joint review of the casual supply list and effectiveness of the Board's automated dispatch system.

L – ARTICLE 31 – MEDICAL EXAMINATIONS/REPORTS

See also Part A: Central Terms APPENDIX B – ABILITIES FORM

L31:01 In the case of ongoing or recurring illness in excess of five working days, accident or disability, the Board may also require an employee to sign a release of medical information to a doctor selected by the Board with respect to the medical condition in question or may require an employee to be examined by a doctor of the Board's choice. The Board shall endeavour to ensure that the employee's preference for a male or female doctor will be accommodated when requested. Where possible, a list of available qualified practitioners may be provided to an employee to choose from. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the employee. The Board shall pay the cost of the third party billing incurred when an employee consults a doctor at the Board's request. The member shall follow up with their physician directly to review or request the results of such.

L – ARTICLE 32 – SICK LEAVE GRATUITY

See also Part A: Central Terms APPENDIX A – RETIREMENT GRATUITIES

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:

L32:01 Pertaining to employees who were previously covered by the collective agreement between OSSTF, Educational Assistant/Special Program Assistant bargaining unit and the Wellington County Board of Education prior to June 6, 2000.

For all employees retiring to O.M.E.R.S./Teachers' Pension Plan Board pension, the retirement gratuity shall be fifty percent (50%) of the accumulated sick leave credits, at current salary to a maximum of eighty (80) days (i.e. the maximum payment is forty (40) days).

L32:02 The payment under clause 32:01 shall be paid by the Board to the employee within thirty (30) calendar days of termination of employment, or in the next calendar year if the employee so requests.

L – ARTICLE 33 – INCLEMENT WEATHER

L33:01 In the event that a school is closed as a result of inclement weather, the following provisions will apply to employees of the bargaining unit who work at that school:

(a) School Closing Announced by 7:00 a.m.
If a school, or District Board work location is officially closed, employees who work at that school or work location shall report to the school or District Board work location closest to their residence to provide assistance at that site.

(b) School Closing During the Day
Under normal circumstances the Principal/Supervisor will allow employees to leave the school within one hour after the official school closing time.

(c) Poor Road Conditions
If weather conditions make it impossible, due to official road closure, to reach their assigned work location the employee shall notify their supervisor as soon as possible. The employee shall make their best effort to reach the nearest school/District Board building immediately. If this is not possible, the immediate supervisor shall be notified as soon as possible.

L33:02 If an employee is absent due to inclement weather, the employee must complete the Request under Absence and Leave Policy, have it reviewed by the Principal/Supervisor and submitted to the Senior Administrator responsible for Human Resources or designate who will determine whether a leave will be granted. If granted, such leave will be without loss of salary or deduction from sick days.

L – ARTICLE 34 – JOB EXCHANGE PROGRAM

L34:01 The Board shall provide the opportunity to employees to participate in a job exchange program in accordance with the terms and conditions outlined in this Article.

L34:02 The job exchange program shall include the opportunity for two permanent bargaining unit members to exchange positions for which they are qualified for a period not to exceed one school year.

L34:03 Written application by the two employees requesting a job exchange assignment shall be submitted to the employee's immediate supervisor(s) with a copy to the Senior Administrator responsible for Human

Resources or designate, not later than five (5) months prior to the requested start date of the assignment. The application shall indicate:

(a) the names of the employees wishing to exchange positions;
(b) the present positions held;

(c) the two positions involved in the exchange;

(d) the start and end date of the period of exchange.

L34:04 The Board shall notify the employees and the President of the Bargaining Unit within two (2) months of the date of application whether or not the employees have been granted the job exchange requested. Approval of the exchange shall be at the sole discretion of the Board.

L34:05 Employees participating in the job exchange program shall continue to receive the daily rate of pay for their permanent position for the duration of the exchange.

L – ARTICLE 35 – POSITION SHARING

L35:01 (a) The Board shall provide the opportunity for employees to participate in a "position sharing" program in accordance with the terms and conditions outlined in this article.

(b) For the purpose of this article, "position sharing" shall mean two bargaining unit employees sharing a position.

L35:02 To be eligible for the position sharing program, employees must hold the qualifications and have the experience required to perform the duties of the position being shared.

L35:03 A position sharing assignment shall be for a maximum of one (1) year.

L35:04 Employees wishing a position sharing assignment shall apply in writing to the employee's immediate Supervisor, with a copy to the Senior Administrator responsible for Human Resources or designate, requesting such assignment, no later than five (5) months prior to the requested start date of the assignment. The letter of application shall indicate:

(a) the name(s) of the employee(s);

(b) the present position(s) held;

(c) the position to be shared;

(d) the start and end date of the period of position sharing.

L35:05 The Board shall notify the employees and the President of the Bargaining Unit within two (2) months of the date of application whether or not the employees have been granted the position sharing arrangement requested.

Approval of the exchange shall be at the sole discretion of the Board.

L35:06 Employees participating in the position-sharing program shall be paid the rate of salary for the assignment being shared. Salary shall be prorated to the same proportion that the employee works in the shared position.

L35:07 At the end of the period of position sharing, each of the employees will be reinstated to the same position and work location held by the employee immediately prior to the commencement of the position sharing, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall

L35:08 The period of position sharing may be extended beyond, or shortened from the date set out in the agreement between the parties, to a time defined by mutual consent of the employees involved in the position being shared, the employee's immediate supervisor(s) and the Senior Administrator responsible for Human Resources or designate.

L – ARTICLE 36 – ADMINISTRATIVE TRANSFER

L36:01 An employee who is to be administratively transferred by the Board shall be advised at least five (5) working days prior to the scheduled date of transfer.

L36:02 Final notification of transfer shall be made to the employee, in writing, at least two (2) days prior to the scheduled date of transfer.

L36:03 The Board shall not transfer a employee to a location more than forty (40) km. from their permanent work location without written agreement of the employee.

L36:04 The Union President shall be notified, in writing, of the administrative transfer.

L – ARTICLE 37 – VOLUNTARY TRANSFER

L37:01 (a) An employee wishing to apply for a transfer to an equivalent position, same category, at another work location shall send an application for transfer letter to the Human Resources Department with a copy to the Union by April 15th each year, for consideration for transfer to a permanent vacancy which occurs during the annual staffing process for the following school year up to and including April 30th of the following school year
Such letter shall include the following information:

i) the position the employee presently holds;

ii) the specific school, or geographical area, to which the employee would like to be transferred, in order of preference with a maximum of two possible transfer locations.

It is understood that for the purpose of this clause, "category" means positions at the same salary level with equivalent standards for experience and qualifications.

(b) An employee is eligible for only one voluntary transfer per school year.

(c) When a permanent position is to be filled the following process shall be used in order:

i) transfer of employee who has submitted a transfer letter in order of seniority, from most senior to least senior, if the employee is qualified to hold the position;

ii) unless a transfer request has been withdrawn prior to a position becoming available, the employee must accept the transfer, if offered. This provision may be waived at the Board's discretion;

iii) posting the position as per Article 38, Job Postings.

If there is no request for transfer on file, the board shall post the position as outlined in Article 38, Job Postings.

L – ARTICLE 38 – JOB POSTINGS

L38:01 (a) When a permanent position is to be filled or a new permanent position is created in the bargaining unit, the position will be posted electronically on the Board's website for a minimum of four (4) working days.

(b) When a permanent position is to be filled or a new permanent position is created in the bargaining unit, the Board will:

i) offer the position, subject to Article 51, Layoff and Recall, to those on the Recall List; if there is no one on Layoff with the ability and qualifications to fill the position, then;

ii) consider requests for transfer on file as outlined in Article 37, Transfers; if there are no requests on file, then;

iii) post the position as outlined in this Article, then;

iv) where permanent/probationary employees have applied to a position within their same classification, the applicant with the greatest seniority to the position shall be assigned.

Note:
1) permanent/probationary staff applying for a vacancy within their current classification are not required to participate in an interview for the position, however where the posting is for a position in a different classification application and interview is required.

2) where a probationary employee is assigned to a position, as noted above, it is understood that the position shall be held in abeyance until such time as the employee has successfully completed the probationary period.

L38:02 Where no qualified permanent/probationary employee is appointed to the position, qualified casual employees who are on the Board's approved casual list who have applied for the position shall then be interviewed as per this article provided that the casual employee notes on their application that they are currently on the casual list. The Board reserves the right to short-list applicants on the basis of their qualifications as determined from the candidate's application.

L38:03 Written notice of all vacancies and postings will be provided to the President of the Bargaining Unit.

L38:04 In making promotions, or filling vacancies, the qualifications and ability of the employees concerned shall be considered and where such qualifications and ability are equal, seniority shall be the determining factor.

L38:05 If a grievance is filed pertaining to a job posting decision and such decision is subsequently reversed, employees who have been promoted or transferred as a result, will be returned to their former positions.

L38:06 i) A vacancy shall be open to bargaining unit members who hold a permanent or probationary position as indicated on the job posting.

ii) If there are no qualified permanent/probationary employees, the Board shall consider applications from casual employees.

iii) If there are no qualified applicants from permanent or casual employees, and no qualified employees on the recall list, the Board may fill the vacancy from outside the Bargaining Unit.

L38:07 Job postings shall be open to employees on the Recall List.

L38:08 All temporary vacancies that are pre-determined at the onset of the absence to be more than ten (10) weeks shall be posted as outlined above.

L38:09 Permanent employees may apply for temporary vacancies, and at the end of the school year if the temporary assignment has ended, shall be reinstated to the same position and work location held by the employee immediately prior to the commencement of the temporary assignment, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall. For the purpose of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.

In the event that the temporary assignment ends during the school year, the employee shall be placed in a vacant position for the remainder of that school year with entitlement to be reinstated at the beginning of the following school year to the same position and work location held by the employee immediately prior to the commencement of the temporary assignment, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 51, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.

In the event that the temporary assignment ends during the school year and it is not possible to place the employee into a vacant position for the remainder of that school year, the employee shall be reinstated to the same position and work location held by the employee immediately prior to the commencement of the temporary assignment if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 51, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.

L38:10 When an employee has been on Long Term Disability for a period of two (2) years and the physician's report indicates that the employee is still unable to work, the position shall be declared vacant and follow the procedure outlined in this article.

L38:11 The Board shall notify the Union in writing of the name(s) of the successful applicant(s) to posted vacancies within seven (7) working days following the Human Resources Department receiving written notification of the name of the successful applicant.

L38:12 The Board shall transfer the successful applicant within thirty (30) days of the appointment unless otherwise mutually agreed upon by the Board and the President of the Bargaining Unit.

L38:13 All employees who have been interviewed for the position shall be informed, in writing, if the employee was successful or unsuccessful in the application.

L38:14 The Board shall not hire from outside the bargaining unit to fill permanent vacancies until first following the procedure outlined in 38:02 and 38:07.

L38:15 Employees who have applied for and received a position through the job posting process will be required to remain in such position for the remainder of the school year and shall not be entitled to apply for another position during this period of time. This provision may be waived at the exclusive discretion of the Board.

Notwithstanding the above, an employee who has received a position through the job posting process may apply for another position in the same school year if such position is a promotional opportunity, and/or an increase in hours.

L – ARTICLE 39 – HOURS OF WORK

L39:01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or the days of work per week or the weeks of work per year.

L39:02 (a) The work year shall be the school year as defined in the Education Act and Regulations, excluding professional activity days.

(b) Special Program Assistants on staff as of June 6, 2000 shall continue to receive the three (3) professional activity days for as long as they are employed in that position.

L39:03 While the parties recognize that hours may vary according to the particular need of a school/educational unit; the normal workweek for full-time employees shall be 32.5 hours per week, Monday to Friday.

Employees on staff in the following classifications as of date of ratification of the collective agreement shall be grand parented at their existing hours of work for as long as they remain employed by the Board in positions covered by this bargaining unit.

Educational Assistants – ESL (35 hours per week)
Special Program Assistants (All classifications) (35 hours per week)

L39:04 All employees (Early Childhood Educators see L39:06) working a full day shall be entitled to one half (1/2) hour unpaid uninterrupted lunch break per day, to be scheduled as close as possible to the mid-point of the work day. This includes when employees are participating on field trips.

L39:05 The scheduling of breaks will be determined by the administrator. All employees (Early Childhood Educators see L39:06) shall be entitled to one (1) fifteen (15) minute paid break for a half-day or more worked. Full time employees shall be entitled to an additional fifteen (15) minute paid break or a combined total of one (1) thirty (30) minute paid break per day for a full day worked. Exceptions to the scheduling of break periods, subject to student and school needs, be made only by consultation and

agreement with the Union. Fifteen (15) minute breaks shall not be scheduled within the first half hour or the last half hour of the work day. This includes when employees are participating on field trips.

L39:06 Early Childhood Educators shall be scheduled for lunch and break periods during non-instructional time as follows:

(a) Schools with 40-minute nutrition breaks may provide a 20-minute paid break in the first or second nutrition break and a 30-minute unpaid uninterrupted lunch and 10-minute paid break (total of 40 consecutive minutes) in the alternate nutrition break of the day for a combined total of 60 minutes (paid breaks and unpaid uninterrupted lunch); or

(b) Schools with 45-minute nutrition breaks may provide a 15-minute paid break in the first or second nutrition break and a thirty-minute unpaid uninterrupted lunch and 15-minute paid break (total of 45 consecutive minutes) in the alternate nutrition break of the day for a combined total of 60 minutes (paid breaks and unpaid uninterrupted lunch); or

(c) Alternatively, schools can elect to schedule a 30-minute unpaid uninterrupted lunch and one combined paid break of 30 minutes, for a combined total of 60 minutes (paid break and unpaid uninterrupted lunch).

Exceptions, subject to school needs, can be made only by consultation and agreement by the Union.

This clause is subject to being superseded by Ministry of Education or Government of Ontario direction, Regulation, or Legislation.

L – ARTICLE 40 – OVERTIME

L40:01 When deemed necessary, and authorized in advance by the immediate supervisor, an employee shall be paid for overtime as follows:

i) at the regular hourly rate of pay for all hours worked up to thirty-two and a half (32.5) hours in any one week (or 35 hours for employees grand parented at a thirty-five hour work week).

ii) at the rate of time and one half (1-1/2) times the regular hourly rate of pay for hours worked beyond thirty-two and one half (32 ½) hours (thirty-five (35) hours for grand parented employees) in any one (1) week or all hours worked on Saturday.

iii) hours in any one (1) week or all hours worked on a Saturday.

iv) Hours worked on Sunday or statutory holidays will be paid at double time the regular hourly rate of pay.

v) Working on Saturdays or Sundays will only apply in emergency situations defined by the Board.

When it has not been possible to receive advanced authorization in emergency situations, the matter may be brought forward to the immediate supervisor as soon as possible thereafter for their review and consideration for authorization.

For the purposes of overtime, a week is considered to start on Monday and finish on Sunday.

L40:02 An employee shall be given an opportunity to accumulate hours at the given rates in Article 40:01 for any time worked. These hours may be taken in lieu time, reflecting the overtime rate, at a time mutually agreed upon between the employee and the immediate supervisor.

L40:03 Any overtime hours still owing to an employee as of June 30th will be paid in full no later than the last pay period that school year provided that the request for payment is received by the Human Resources Department by June 14th.

L40:04 Employees assigned to accompany students on overnight trips shall receive either:

1) four (4) hours lieu time per night; or

2) an additional four (4) hours pay per night at the employee's regular hourly rate in lieu of receiving overtime pay at the employee's choice.

L40:05 An Early Childhood Educator shall receive the equivalent time off in lieu for participation in the annual Kindergarten Parent-Teacher interviews and Kindergarten Orientation scheduled outside of the employee's normal work day. The Early Childhood Educators shall receive the equivalent time off in lieu on a Professional Development Day within the same school year, at a time mutually agreed upon between the employee and the immediate supervisor.

L – ARTICLE 41 – RECOGNIZED PAID HOLIDAYS

L41:01 The Board shall grant to each employee the following recognized paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Four (4) Floater Holidays*	Canada Day**
August Civic Holiday**	Labour Day**
Family Day***	

* Three (3) floater holidays will be taken in conjunction with the Christmas holiday period on dates to be designated by the Board. One (1) floater holiday will be taken on Easter Monday unless Easter Monday is a school day in which case the floater holiday will be taken on a date to be designated by the Board.

** If a member of the bargaining unit is scheduled to work a period that includes days immediately before and after any of these holidays, and the employee works their scheduled regular day of work preceding and their scheduled regular day of work following the noted public holiday they shall be entitled to payment for the holiday.

*** Provided that Family Day is a recognized statutory holiday according the Ontario Employment Standards Act.

L41:02 If any of the recognized paid holidays falls on a Saturday or Sunday, and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

L41:03 Employees shall not qualify for payment for recognized paid holidays if the employee fails to work their scheduled regular day of work preceding or their scheduled regular day of work following a recognized paid holiday or unless the employee is on authorized vacation or authorized sick leave during this period.

L – ARTICLE 42 – PAID VACATIONS

L42:01 (a) Service means years of continuous service within the Bargaining Unit Continuous service means time worked in the Bargaining Unit and can include a break in service of no more than four (4) working weeks.

(b) The Board shall grant paid vacation periods to each employee in accordance with the terms and conditions outlined in this article.

L42:02 (a) The Board shall maintain a record of paid vacation entitlement for each employee based on the years, and parts thereof, of service from the most recent date of hire to a position in the Bargaining Unit ~~with~~ completed by June 30th prior to the vacation period to be taken.

L42:03 (a) An employee shall be granted by the Board an annual paid vacation according to the following schedule:

Years of Service Prior to July 1	Entitlement
Less than 1 year	1 day/month to a maximum of 10
1 year but less than 3 years	2 weeks (10 days)
3 years but less than 10 years	3 weeks (15 days)
10 years but less than 18 years	4 weeks (20 days)
18 years or more	5 weeks (25 days)

(b) Vacation days shall be used at the Christmas and March break period for the days that are not Statutory Holidays and/or floater days. If an employee does not have sufficient years of service to qualify for payment for the full vacation period, any excess will be taken as time off without pay.

(c) The pay for any vacation period shall be calculated on the employee's salary as provided in Schedule A.

(d) No record of employment for Employment Insurance purposes will be issued in December or March in lieu of the vacation period unless the employee does not have sufficient vacation credits to cover this time.

L42:04 Any additional vacation entitlement that is not used will be paid on the first pay in June in the school year in which the employee has earned the vacation.

L42:05 Employees shall be able to use earned vacation on such days, as they are not scheduled to work as per their work year. Vacation credits which are needed for the Christmas and March break periods shall not be used under this clause. The Human Resources Department must receive at least three weeks advance notice of the requested vacation day.

L42:06 If an employee who is entitled to vacation pay quits, is discharged or otherwise is terminated from employment with this Board, the employee shall be paid vacation pay on the date of termination or shortly thereafter based on the amount of vacation time to the credit of the employee at the date of

termination. If an employee's termination from employment is caused by the death of the employee, the payment under this clause shall be made to the employee's estate.

L42:07 Vacation credits will be pro-rated for part-time employees.

L – ARTICLE 43 – TRAVEL ALLOWANCE

L43:01 Employees who use their vehicles in the normal course of carrying out the Board's business, shall be reimbursed in accordance with Board policy. The exception to this shall be employees who have been placed during the staffing process or transferred by the Board to two or more separate locations. Such employees shall be eligible, if they hold one (1) work location and are relocated between two or more locations, for this allowance while traveling between work locations unless this occurs as a result of the employee's request for an increase in time. Employees who have applied for two or more separate work locations and who are successful applicants would not be eligible for mileage reimbursement.

L43:02 Itinerant employees or employees who are scheduled between more than one work location shall not have travel time between schools deemed as their scheduled uninterrupted, unpaid lunch break. The employee will be scheduled to have their lunch break at one of their assigned locations.

It is understood that this clause does not apply to employees who have applied for and received another position to increase their time outside of the Board's annual staffing process.

L43:03 Educational Assistants shall not be required to transport students in their own vehicle.

L43:04 Employees using their own vehicle within the scope of their duties and in accordance with Board policy shall be covered by the Board's Excess Automobile Liability insurance only after the vehicle owner's primary Third Party Liability insurance limit has been exhausted.

L – ARTICLE 44 – MEDICAL PROCEDURES

L44:01 Under the direction of the Principal/Supervisor, an employee may be required to administer medication.

The Principal/Supervisor is responsible for arranging times for medication in collaboration with the employee and parent(s) and for ensuring procedures are in place to direct students to the employee to receive medication.

L44:02 Under the direction of the Principal/Supervisor, an employee may be required to perform Health Support Services in accordance with Board Policy (#509).

L44:03 School Health Support Service Providers or other appropriate agencies may assist with certain physical procedures required by the student. When the Board determines that an employee requires specific training related to specialized physical care needed for a student these agencies may instruct Board personnel directly responsible for the student in accordance with Board Policy #509.

L – ARTICLE 45 – JOB PERFORMANCE APPRAISALS

L45:01 (a) Performance appraisal is a process which includes the systematic supervision, formal evaluation and planned professional growth of the individual.

(b) An employee who is scheduled for their appraisal with in the school year shall be notified of the appraisal by October 31 of that school year.

L45:02 An employee is entitled to be notified twenty-four (24) hours prior to a meeting with the Principal/Supervisor that the employee is to be put on review for unsatisfactory job performance. The Board shall inform the employee and the President of the Bargaining Unit, twenty-four (24) hours prior to the day of the meeting, of the employee's right to have the Bargaining Unit President or designate present at such meeting. At the employee's discretion, the employee shall be accompanied at the meeting by the Bargaining Unit President or designate.

L45:03 The summative evaluation report shall be made in writing.

L45:04 The employee shall be given an opportunity to initial or sign the final evaluation report and add comments if the employee desires. This opportunity shall occur before anyone other than the employee, the evaluator and their advisors view the final evaluation report.

L – ARTICLE 46 – PEER TUTORS

L46:01 Employees shall not have their hours of work reduced owing to the use of Peer Tutors in that worksite.

L46:02 No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of a Peer Tutor in that position.

L46:03 The Board shall not refuse to fill a vacancy owing to the use of a Peer Tutor in that position.

L46:04 Should a strike or lockout involving employees occur, peer tutors shall continue to work with the student on the assigned tasks that were established prior to the strike or lockout. Peer tutors will not be assigned additional responsibilities during the strike or lockout.

Definition of Peer Tutor: "A Peer Tutor is a secondary school student who, for the purposes of gaining a secondary school credit, is tutoring another student for a period of at least one term/semester."

L – ARTICLE 47 – VOLUNTEERS

L47:01 Volunteers shall not be used during a legal strike or lockout to perform the duties of striking or locked out employees.

L47:02 The bargaining unit may request representation on the committee reviewing the Board's policy/guidelines concerning the use of volunteers in workplaces. Such request shall not be unreasonably denied.

L47:03 No member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction in hours of work as a result of the use of volunteers in that worksite.

L47:04 The Board shall not refuse to fill a vacancy owing to the use of a volunteer in that position.

L47:05 This Article shall not be construed as limiting the normal use of volunteers to assist children in the school.

L – ARTICLE 48 – CO-OP STUDENTS

L48:01 Should a strike or lockout involving employees occur, co-op students shall be immediately removed from the workplace where employees perform their job functions.

L48:02 Employees shall not have their hours of work reduced owing to the use of Co-op students in that worksite.

L48:03 No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of a Co-op student in that position.

L48:04 The Board shall not refuse to fill a vacancy owing to the use of a Co-op student in that position.

L48:05 If at any time, there is a disagreement about the Work Placement Program or a co-op student's activities while in the workplace, the Bargaining Unit President will contact the Senior Administrator responsible for Human Resources or designate to convene a meeting of representatives from the Bargaining Unit, worksite and appropriate administrative staff in order to attempt to alleviate the problem.

L – ARTICLE 49 – HEALTH & SAFETY

L49:01 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health & Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health & Safety Act is not grievable.

L49:02 The Union agrees to assist the Board in maintaining proper observation of all health and safety rules.

L49:03 One representative appointed by the Bargaining Unit Executive shall serve on the Board's Multi-Site Joint Health and Safety Committee.

L49:04 It is the responsibility of the employee to report to the employee's immediate supervisor any equipment or process which is, in the opinion of the employee, unsafe or hazardous or any condition which is unhealthy. If any difference of opinion exists between the employee and the employee's immediate supervisor, the employee may refer the matter to the Union representative of the Multi-Site Joint Health and Safety Committee. The Union representative shall contact the Health and Safety Manager who shall ensure that all necessary actions are taken to address the concern of the employee.

L49:05 All reported incidents involving aggression or violence shall be brought to the attention of the Multi-Site Joint Health and Safety Committee.

L49:06 Employees are required to practice universal precautions in the handling and disposal of blood-borne pathogens and bodily fluids. The Board shall inform employees of such practices by providing a copy of the description of universal precautions to each work place. The Board will provide Personal Protective Equipment to address blood and bodily fluid issues, ensure that Personal Protective Equipment is available and accessible in each work place where employees may come into contact with such fluids, and the supervisor will advise employees that it is available.

L49:07 The Board agrees that in cases where the Board identifies, following consultation with the employees, a risk of violence to staff, the Board shall establish and maintain measures and procedures to reduce the likelihood of violent incidents to the lowest possible level. These measures could include, but are not limited to:

(a) providing additional training to staff to deal with the situation,

(b) reallocation of resources to provide assistance when a possibility of violence is identified,

(c) meet and discuss with the employee and the union, the possibility of a transfer for the employee, based on the specific situation,

(d) administrative transfer, in accordance with Article 36.

L49:08 Where possible, the Board shall not assign replacement staff from outside the school to a student who has a safety plan. Where there are two educational assistants assigned to a student who has a safety plan, and one of the educational assistants is absent, where possible the principal or designate shall fill the vacancy with the most qualified employee which may result in the reassignment of a bargaining unit member from within the school.

L49:09 In order to address the Union's concerns with respect to violent incidents, there shall be a representative from the Educational Student Support Personnel & Registered/Designated Early Childhood Educators Bargaining unit appointed to the committee which will be reviewing the Board's Safety Behaviour Prevention and Intervention Policy.

L49:10 In the case of an accident where an employee is taken to a hospital by ambulance due to an injury at work, the Board shall reimburse the employee for the cost of the ambulance where such cost is not otherwise recoverable by the employee through a Board benefits plan or another plan under which the employee is covered.

L49:11 An employee, who is injured during working hours and is unable to continue work, shall receive payment for the remainder of the day at the regular rate of pay with no deduction from sick leave.

L49:12 The Principal will notify ESSP/ECE employees and Health and Safety as soon as a case of Fifths Disease is reported in the workplace. The employee(s) at risk will be reassigned

L49:13 Whereas the Board has a multi-site Joint Health and Safety Committee, a leave will be granted without loss of salary, seniority or benefits to an employee elected to the School Safety Inspector position. The Board and Union agree that for the purpose of this clause, if the School Safety Inspector is a 12-month position any member elected to this position in the ESSP/ECE Bargaining Unit, will be paid accordingly. It is understood that the ESSP/ECE member in the School Safety Inspector position would be reinstated to the same position and work location held by the member immediately prior to the commencement of that position if that position still exists or into a comparable position if it does not exist.

L49:14 When the Board determines that CSA approved safety footwear is required, permanent employees may be eligible for a one-time reimbursement of up to $175, upon receipt of proof of purchase.

L – ARTICLE 50 – SENIORITY

L50:01 Seniority is defined as the length of continuous service an employee is employed in the Bargaining Unit by the Upper Grand District School Board or its predecessor Boards. An employee's seniority date shall be established as length of continuous service in the Bargaining Unit from the most recent date of hire to a position in the Bargaining Unit. Continuous service means time worked in the Bargaining Unit and can include a break in service of no more than four (4) working weeks.

L50:02 Employees employed on a part-time basis shall accumulate seniority on a full-time basis for seniority purposes.

L50:03 Employees who are on pregnancy leave or parental leave will continue to accrue seniority during the period of the statutory pregnancy or parental leave.

L50:04 A seniority list shall be prepared by the Board, effective December 15, with an electronic copy to the Bargaining Unit President by January 31.

L50:05 By February 15 of each year the Board shall post a notice that an electronic copy is copy of the up-to-date seniority list is available on the Board's intranet.

L50:06 Any question as to the accuracy of the seniority list must be submitted by the employee to the Senior Administrator responsible for Human Resources or designate within forty-five (45) working days of the posting of the list.

(i) Any inaccuracies will be corrected within forty-five (45) working days and the list will be deemed correct. If there have been no submissions within the forty-five (45) day timeframe, the list will be deemed correct.

(ii) An employee whose name appears on the seniority list for the first time shall have up to forty-five (45) days following posting of the list to notify the Senior Administrator responsible for Human Resources or designate if the employee believes their seniority date is incorrect. The Board will review employee submissions which were received within the forty-five (45) day timeframe and will make any required corrections and post an amended list (if necessary). Employee submissions received after forty-five (45) days following the posting of the seniority list on which their name first appeared will not be considered**.**

L50:07 The seniority list shall be arranged in order from the most senior to the most junior, including name, seniority date and classification.

L50:08 In compiling the seniority list, all ties shall be broken by lot in a manner to be determined by the Board and the Bargaining Unit.

L50:09 An employee's seniority shall be lost, and the employee shall be considered severed from the employ of the board if any of the following shall occur:

(a) dismissal not reversed through grievance and/or arbitration;

(b) voluntary resignation;

(c) retirement;

(d) off work due to lay-off for more than thirty (30) months;

(e) an employee fails to report for duty following the completion of an approved leave of absence;

(f) when accepting a permanent position outside the bargaining unit.

L50:10 An employee who is absent from work due to illness, accident or authorized leave shall continue to accumulate seniority during the period of such absence.

L – ARTICLE 51 – LAYOFF & RECALL

L51:01 A lay-off shall be defined as the elimination of a position, or a reduction in hours of a position.

L51:02 Employees will be placed for September in the same position as they held at the end of the preceding school year unless the position has been eliminated or reduced or a change in placement is required to meet program or individual student needs. It is understood that program or individual student needs for the purposes of this clause shall be based on definable criteria.

L51:03 The Board agrees that when a decision is made to layoff or close a school, the Board shall notify the Union in writing.

L51:04 In the event that a position in a category is to be eliminated or reduced, the employee in that school within that job classification with the least bargaining unit seniority will be initially declared surplus. In the case of a position being eliminated or reduced within an itinerant job classification the employee within that specific classification with the least bargaining unit seniority will be initially declared surplus. Itinerant employees are defined as those employees who are not attached to a specific school or employees who work in a variety of schools, for example, EA-ESL and SPA – Speech and Language.

L51:05 The full-time equivalent number of employees as were declared surplus in clause 51:04 shall be declared redundant on the basis of date of hire for probationary employees beginning with the most recent date of hire and seniority for permanent employees beginning with the least senior. Such employees shall be placed on the Temporary Redundancy List.

L51:06 The Board shall identify all vacancies by category and specific job classification, including those created by placing the least senior employees on the temporary redundancy list.

L51:07 The process shall be followed in order of seniority, beginning with the most senior employee affected first. Each surplus employee who is not on the Temporary Redundancy List shall be placed into a vacant position in the employee's job category provided the surplus employee has the ability, qualifications and experience for the position. Such employees shall be placed in an available equivalent job vacancy if within forty (40) km of their present work location. Failing that the employee shall have the following options in order:

(a) accept an available equivalent job vacancy more than forty (40) km of their present work location; or

(b) accept the permanent reduction in hours and remain in the position if the position still exists; or

(c) displace another employee or employees in accordance with the following process, provided that the employee has the ability, qualifications and experience required for the position. It is understood that the surplus employee may bump more than one employee if necessary in order to equal the time entitlement of the surplus employee;

(d) displace the least senior employee(s) in the same job category within sixty (60) km of their present work location; then,

(e) displace the least senior employee(s) in the same job category more than sixty (60) km of their present work location; or,

(f) displace the least senior employee(s) in the next lowest job category within sixty (60) km of their present work location; then,

(g) displace the least senior employee(s) in the next lowest job category more than sixty (60) km of their present work location.

(h) Failing the above, the surplus employee is added to the Temporary Redundancy List.

L51:08 All remaining vacancies shall be posted according to Article 38 Job Postings. Postings shall be open to all permanent and probationary employees.

L51:09 All employees remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as an employee scheduled for layoff.

L51:10 An employee displaced, or laid off, shall maintain the right to a position of equal time to that last held prior to being displaced or laid off, for the period of recall unless the employee has elected to accept a position of less time.

L51:11 An employee who is to be laid off shall be given appropriate notice in accordance with the Employment Standards Act.

L51:12 Employees laid off shall be placed on the recall list in order of seniority.

L51:13 Employees will be entitled to recall in order of greatest seniority within the bargaining unit, provided the individuals have the ability and qualifications to fill the positions for which they are recalled.

L51:14 An employee on lay-off shall be subject to recall for thirty (30) months from the date of lay-off.

L51:15 An employee on lay-off shall have their name placed on the temporary/casual list and shall be given first opportunity to perform supply work of greater than one week's duration or to be placed in a temporary assignment within the bargaining unit of greater than one week's duration. Employees must have the qualifications and ability required for the position in order to be considered. Recall into a temporary position shall not extend the employee's recall period.

L51:16 No new employee shall be hired for a position, nor shall existing employees be eligible to increase time, unless those remaining employees who have been laid off within the previous thirty (30) months who have the qualifications and ability required for the position have been offered the position.

L51:17 An employee shall have the right to refuse an offer of recall if it is not to a location within forty (40) km of their last work location prior to being laid-off, and/or it is not of equivalent hours and job category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.

L51:18 When a position becomes available, the Board shall attempt to contact the employee being recalled by telephone, and shall offer the position by registered mail.

L51:19 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number.

L51:20 An employee who is recalled to work must signify intent to return within four (4) working days after mailing by registered mail of the recall notice or within two (2) days after the notification is received by telephone and must return on the date specified or give a reason acceptable to the Senior Administrator responsible for Human Resources or designate why this is not possible and must return to work within ten (10) working days from the date notification of recall is received. The Board shall have no further obligation to the employee under this Collective Agreement if the employee recalled to work fails to comply with the provisions of this clause.

L51:21 A Surplus Declaration/Lay-off Recall Committee comprised of a maximum of four (4) Board representatives and four (4) Union representatives shall meet to review the potential layoffs prior to layoff or recall procedures being initiated.

L51:22 (a) i) The Surplus Declaration/Lay-off Recall Committee shall meet by June of each year to discuss placements and/or the implementation of the procedure as outlined in this Article.

ii) Providing that allocations of educational assistant positions have been completed, employees shall be notified in writing by June 30 of their placement for the following school year. This timeline may be extended upon mutual agreement of the Board and the Union.

(b) Employees who bump to a position with less pay shall have their existing weekly salary red-circled for the lesser of: a period of six (6) months; or until the rate of pay for the position catches up or supersedes that which the employee is presently receiving. After this time, the employee's salary will no longer be red-circled.

(c) Prior to advertising a vacant position, an employee currently working who had been displaced from that position/location shall maintain their right to be reinstated, provided the individual has the ability and qualifications to fill the position as follows:

i. Displaced at the annual staffing process
The employee is entitled to be reinstated to their former displaced position should it become available between September 1 up to and including the subsequent June annual staffing process.

ii. Displaced after the annual staffing process has concluded
The employee is entitled to be reinstated to their former displaced position should it become available during that school year up to and including the subsequent June annual staffing process.

Should the employee decline the offer to be reinstated to their former displaced position, it is understood that the Board will have met its obligations under the provisions of this clause.

L51:23 Through a displacement process, an employee may voluntarily elect to accept, on a permanent basis, a vacant position that is less than their status (full-time/part-time) prior to displacement. The Board's obligation to the employee shall have been met.

L – ARTICLE 52 – PENSION PLAN

L52:01 (a) Subject to clause 52:01(b) the Ontario Municipal Employee's Retirement System (OMERS) shall be the recognized Pension Plan for members of this bargaining unit.

(b) An employee who holds certification as a teacher shall become and remain a member of the Ontario Teachers' Pension Plan (T.P.P.)

(c) It is the responsibility of the employee to notify the Board if the employee is a certified teacher at the time of hire or becomes a certified teacher at any time during the employee's employment with the Board. Failure of the employee to properly notify the Board will not subject the Board to liability for failure to direct pension contributions to T.P.P.

L52:02 All employees on staff prior to April 16, 2002, working less than full time, shall be given the option of joining the O.M.E.R.S. Basic Pension Plan or the Ontario Teacher's Pension Plan as appropriate.

L52:03 Employees who are full-time and do not belong to OMERS, shall be given the option of joining the OMERS Basic Pension Plan. It is understood that there shall be no retroactive cost to the Board in the event of employees exercising their option to join OMERS under this clause.

L52:04 New employees hired on or after April 16, 2002, shall as a condition of employment be enrolled in O.M.E.R.S. or T.P.P.

L52:05 The Board shall make the appropriate deductions from the employee's pay and submit to OMERS or T.P.P., as the case may be, the necessary employee and Board pension contributions as required.

L52:06 For the purpose of this Article, a full-time employee is an employee who regularly works 32.5 hours per week or more.

L – ARTICLE 53 – INSURED EMPLOYEE BENEFITS

See also Part A: Central Terms C10.00 Benefits and Letter of Agreement #7 RE: Employee Life and Health Trust (ELHT) Committee and Retained - Letter of Agreement #2 RE: Benefits and Part C: Retained Language

L – ARTICLE 54 – LONG TERM DISABILITY PLAN

L54:01 For all employees working half-time or more, the Board will make available and administer a group Long Term Disability Insurance Plan providing a benefit of sixty percent (60%) of the employee's basic wage rate, less TPP contributions if applicable, with provision for escalation when wage rates are changed. Employees are responsible for paying the full premium cost for Long Term Disability Coverage.

L54:02 It shall be a mandatory condition of employment that all employees working half time or more participate in the Long Term Disability Insurance Plan.

L54:03 Subject to the approval of the carrier of the Long Term Disability Insurance Plan, an employee who is on leave of absence from the Board and becomes disabled shall receive benefits based on:

i) in the case of an employee on an unpaid leave of absence, provided the employee paid LTD premiums during the leave, the salary the employee was receiving immediately prior to taking the leave, and

ii) in the case of an employee on paid leave of absence, or a self-funded leave of absence, the salary the employee would be entitled to (as at the date of disability) if the employee had been continuously at work.

L54:04 Providing the employee has completed the required documentation and subject to the approval of the carrier of the Long Term Disability Insurance Plan, benefits are to begin after a qualifying period of eighty (80) working days for ten (10) month employees.

L – ARTICLE 55 – PAY SCHEDULE

L55:01 The regularly scheduled payday shall be bi-weekly.

L55:02 Members of this bargaining unit shall not be required to complete time sheets except for daily assignments.

55:03 The amount of salary/wages shall be paid by direct deposit to the employee's bank account as provided to the Board.

L – ARTICLE 56 – PROFESSIONAL DEVELOPMENT

L56:01 The Board shall establish an Educational Assistant/Special Program Assistant Professional Development Committee. This committee will be comprised of up to three (3) members of the Union and up to three (3) employees of the Board. This committee will assess the professional development needs of employees and, in co-operation with Human Resources, suggest appropriate professional development activities to be implemented within a Board-wide plan for professional development.

L56:02 (a) The Board agrees to provide one (1) Board-wide Professional Development Day per school calendar year for all permanent and probationary employees covered by this agreement. This day will be used for training outside of the employee's worksite. Attendance at such day shall be mandatory for all employees. An employee attending the Professional Development Day shall be paid as a normal workday.

(b) To have input into the scheduling of the Board-wide Professional Development Day, the bargaining unit president, or designate, shall be a employee of the school year calendar committee.

(c) The Board agrees to provide $10,000 per year towards funding the system wide Union professional development day. The Union shall submit a written record and a general accounting of funds to the Board annually on or before June 30th.

L56:03 The ESSP/ECE Professional Development Committee, in conjunction with Human Resources, will be responsible for the provision of in-service on one Board-wide Professional Development Day per school year calendar for all permanent and probationary employees covered by this agreement.

L56:04 The Board shall provide release time for members of the PD Committee for meetings of the committee held during working hours. Release time granted under this article shall not exceed a total of fifteen (15) days during each September to August period.

L56:05 The committee shall be responsible for allocating any funds provided by the Board towards professional development activities for permanent and probationary employees.

L – ARTICLE 57 – TUITION

L57:01 Where the Board, as approved in advance by the Senior Administrator responsible for Human Resources or designate, requires an employee to take a particular course of training or study; the Board agrees to pay the tuition for the course of training or study. Reimbursement of expenses for travel and accommodation, if required, shall be governed by Board policy.

L57:02 Where the Board requires an employee to take a course of training or study the Board may provide a replacement employee to perform the absent employee's duties.

L – ARTICLE 58 – EMPLOYMENT INSURANCE REDUCTION

L58:01 The Board shall forward to the Bargaining Unit, on or before February 1st and on or before June 29th of each year, the Federal Employment Insurance Premium Reduction Rebates to which the Bargaining Unit members are entitled.

L – ARTICLE 59 – AMENDMENTS

See also Part A: Central Terms C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

L59:01 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties.

L59:02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of this collective agreement which would have the effect of altering or modifying any part of the agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the collective agreement shall continue in effect for the duration of the agreement.

L – ARTICLE 60 – QUALIFICATIONS

L60:01 In the event that the Board implements a policy requiring specific qualifications, or changes the qualifications required for any position covered by this Agreement, employees within each position where a change occurs, shall be grandparented and deemed qualified within that position.

It is understood that employees must keep up-to-date with job related training as provided by the Board. (E.g. Crisis Intervention).

L60.02 The Board shall reimburse all employees holding a permanent Early Childhood Educator position with the Board for the full cost of fees required for their annual membership with the College of Early Childhood Educators (CECE).

L – ARTICLE 61 – ATTENDANCE SUPPORT

L61:01 The Board will notify the Union before implementing changes to the Attendance Support Policy.

L61:02 An employee shall have the right to OSSTF representation at any formal meeting which is part of the Board's Attendance Support System. The employer shall notify the employee of this right.

L61:03 Absences as a result of the following reasons would not be included in the criteria that would obligate a member to participate in the Attendance Support Program:

- Participation in legal proceedings (e.g. WSIB hearings, WSIAT hearings, court proceedings, etc.)
- Short-term personal leaves of absence approved under Board Policy 411 or Collective Agreement
- Approved personal leaves of absences (L-Article 17) with the exception of sick leave and/or Short-Term Leave and Disability Plan (STLDP)
- Circumstance(s) where an employee is personally ordered to quarantine per the *Quarantine Act* and / or ordered to self-isolate per the appropriate health authority.
- Statutory leaves in accordance with the *Employment Standards Act of Ontario*, as amended (e.g. Domestic or Sexual Violence Leave, Crime Related Child Disappearance Leave, Organ Donor Leave, Reservist Leave, etc.)

L – ARTICLE 62 – COMMUNICATION

L62:01 The Board shall provide bulletin board space on existing bulletin boards for the use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit.

L62:02 The Board shall provide the Union with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program, and shall provide meeting space, where available, to the general membership of the Union free of charge on request. It is understood that any additional custodial costs incurred by the Board as a result of making meeting space available to the Union shall be borne by the Union.

L62:03 The Bargaining Unit shall have access to the Board's courier service, e-mail, fax and telephone services for communication with its members and with the Board's representatives subject to the Board's policies and rules on communication.

L62.04 Where the name of the Kindergarten Teacher(s) is on the classroom door, then the name of the Early Childhood Educator(s) shall be on the door.

L62.05 The Administrator shall provide instructions to Kindergarten Teachers and Early Childhood Educators to include, where possible, both names in written communications to parents.

L62.06 All report cards shall include the name of the designated Early Childhood Educator(s). This clause is subject to being superseded by Ministry of Education or Government of Ontario direction, Regulation, or Legislation.

L – ARTICLE 63 – COMPASSIONATE CARE LEAVE

See also Part A: Central Terms C11.0 STATUTORY LEAVES OF ABSENCE/SEB

L63:01 "Compassionate Care Leave" means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

L63:02 A Compassionate Care Leave may be taken for up to eight (8) weeks.

L63:03 All requirements outlined in the Employment Standards Act must be met for the leave to be granted.

L63:04 An extension to a Compassionate Care Leave shall be granted upon the employee's request provided all requirements outlined in the Employment Standards Act have been met.

L63:05 An employee on Compassionate Care Leave shall continue to be entitled to accumulation of credit for seniority and experience.

L63:06 Subject to Article 51, Layoff and Recall, at the end of the period of the leave of absence the employee shall return to the same position and work location held by the employee immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position at the same location, if it does not exist.

L63:07 Notwithstanding the above, the employee is subject to Article 50 – Seniority, Article 51 – Layoff and Recall and Article 37 – Voluntary Transfer.

L63:08 The employee will provide to the Board a medical certificate indicating that an employee of the family has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

L63:09 For the purposes of this Article, "family" is defined as in The Family Medical Leave Act.

L – ARTICLE 64 – SUPERVISION

L64:01 Where it is deemed necessary to assign supervision of non-special needs students to EA's, the Principal shall ensure, where possible, that such supervision shall be assigned equitably amongst the EA's at that worksite. It is understood that this shall not preclude the need, in certain situations, for EA's to be required to do differing amounts of general supervision.

L64:02 Issues that may arise during the school year related to supervision assignments may be brought to the attention of the Labour Management Committee for consideration.

L64:03 Early Childhood Educators shall be primarily assigned supervision of Kindergarten students. Supervision of other grade divisions subject to student and school needs can only be made in extenuating circumstances after consultation with the Union.

L64:04 Educational Assistants shall not be placed on general supervision during the instructional day, but may perform general supervision before and/or after school.

L64.05 It is understood that clauses 64.03 and 64.04 do not diminish any employee's obligation to assist in emergency situations (eg. Safe Schools Act).

L – ARTICLE 65 – PANDEMIC

L65:01 In the event of a pandemic, declared by the Ministry of Health, which may impact upon the Upper Grand District School Board, the parties agree to meet to discuss the potential impact on the operations of the Board/Schools.

L – ARTICLE 66 – WORKPLACE ACCOMMODATIONS

L66:01 The Board and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations in accordance with prevailing legislation. It is further understood that accommodation shall focus on dignity, respect, individualization, and participation. As such, it is understood that the Board, the Union, and the employee(s) have a shared responsibility to participate in good faith in the accommodation process.

L66:02 The parties recognize that employees who require accommodation have obligations to cooperate in the process, including the communication of limitations and/or restrictions as reasonably required by the Board.

L66:03 Where an employee is identified by the Board, based on documentation received as requiring an accommodations, the Board shall consult with the Bargaining Unit in determining an appropriate accommodation for the employee.

L66:04 Prior to arranging an Early and Safe Return to Work Plan (ESRTW), the Board shall consider, among other factors, the employee's pre-injury/pre-disability assignment, current functional abilities and the essential duties of the pre-injury/pre-disability assignment.

L66:05 An employee/member has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The employer shall notify the employee/member of this right.

L66:06 In the event that an employee is moved to accommodate another employee due to a modified work assignment or accommodation, the Board will attempt to return the displaced employee to their previous location during the next staffing period. In order to be eligible to return to their previous location, employees must complete the Board's approved form.

L – ARTICLE 67 – DURATION AND TERMINATION

See also Part A: Central Terms C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

L67:01 (a) This Agreement shall be in effect from September 1, 2019 and shall continue up to and including August 31, 2022, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days, nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.

(b) Notwithstanding the foregoing, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desire to negotiate with a view to renewal, with or without modifications of this Agreement in accordance with the Ontario Labour Relations Act.

L67:02 After either party has given notice in accordance with clause 65:01; the parties shall meet within fifteen (15) days or such later date as the parties agree upon for the purpose of entering into negotiations.

L – Appendix A – Salary and Increment

New employees will be hired at the minimum salary rate of the job level.

Employees shall progress to the next increment effective January 1 of each year until the employee has reached maximum.

A new employee to the Board, who commences employment after November 1, shall not receive an increment on January 1 immediately following but shall begin to receive increments the next January 1.

Educational Student Support Personnel and Rigistered/Designated Early Childhool Educators
September 1, 2022 Grid

Position Name	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
Educational Assistant - Developmentally Delayed	$27.92	$29.19	$30.46	$31.77	$33.08	$33.74
Educational Assistant - Autistic Pervasive Developmental Disorder	$27.92	$29.19	$30.46	$31.77	$33.08	$33.74
Educational Assistant - Special Education	$27.92	$29.19	$30.46	$31.77	$33.08	$33.74
Educational Assistant - ECE	$27.92	$29.19	$30.46	$31.77	$33.08	$33.74
Special Program Assistant - Cafeteria	$28.58	$29.81	$31.02	$32.28	$33.49	$34.73
Food Services Supervisor	$26.65	$27.93	$29.22	$30.50	$31.78	$33.06
Special Program Assistant - Pool	$27.87	$29.23	$30.57	$31.91	$33.26	$34.60
Special Program Assistant - Technical	$26.65	$27.93	$29.22	$30.50	$31.78	$33.06
Special Program Assistant - Chef	$27.98	$29.34	$30.68	$32.03	$33.37	$34.73
Special Program Assistant - Speech & Language	$27.12	$28.43	$29.73	$31.04	$32.34	$33.65
Special Program Assistant - Developmentally Delayed	$28.16	$29.52	$30.88	$32.24	$33.60	$34.95
Educational Assistant - ESL	$26.65	$27.93	$29.22	$30.50	$31.78	$33.06
Educational Assistant - Food Services	$26.65	$27.93	$29.22	$30.50	$31.78	$33.06

Educational Student Support Personnel and Rigistered/Designated Early Childhool Educators
September 1, 2023 Grid

Position Name	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
Educational Assistant - Developmentally Delayed	$28.92	$30.19	$31.46	$32.77	$34.08	$34.74
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Educational Assistant - Special Education	$28.92	$30.19	$31.46	$32.77	$34.08	$34.74
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Special Program Assistant - Speech & Language	$28.12	$29.43	$30.73	$32.04	$33.34	$34.65
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Educational Assistant - ESL	$27.65	$28.93	$30.22	$31.50	$32.78	$34.06
Educational Assistant - Food Services	$27.65	$28.93	$30.22	$31.50	$32.78	$34.06

Educational Student Support Personnel and Rigistered/Designated Early Childhool Educators
September 1, 2024 Grid

Position Name	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
Educational Assistant - Developmentally Delayed	$29.92	$31.19	$32.46	$33.77	$35.08	$35.74
Educational Assistant - Autistic Pervasive Developmental Disorder	$29.92	$31.19	$32.46	$33.77	$35.08	$35.74
Educational Assistant - Special Education	$29.92	$31.19	$32.46	$33.77	$35.08	$35.74
Educational Assistant - ECE	$29.92	$31.19	$32.46	$33.77	$35.08	$35.74
Special Program Assistant - Cafeteria	$30.58	$31.81	$33.02	$34.28	$35.49	$36.73
Food Services Supervisor	$28.65	$29.93	$31.22	$32.50	$33.78	$35.06
Special Program Assistant - Pool	$29.87	$31.23	$32.57	$33.91	$35.26	$36.60
Special Program Assistant - Technical	$28.65	$29.93	$31.22	$32.50	$33.78	$35.06
Special Program Assistant - Chef	$29.98	$31.34	$32.68	$34.03	$35.37	$36.73
Special Program Assistant - Speech & Language	$29.12	$30.43	$31.73	$33.04	$34.34	$35.65
Special Program Assistant - Developmentally Delayed	$30.16	$31.52	$32.88	$34.24	$35.60	$36.95
Educational Assistant - ESL	$28.65	$29.93	$31.22	$32.50	$33.78	$35.06
Educational Assistant - Food Services	$28.65	$29.93	$31.22	$32.50	$33.78	$35.06

Educational Student Support Personnel and Rigistered/Designated Early Childhool Educators
September 1, 2025 Grid

Position Name	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
Educational Assistant - Developmentally Delayed	$30.92	$32.19	$33.46	$34.77	$36.08	$36.74
Educational Assistant - Autistic Pervasive Developmental Disorder	$30.92	$32.19	$33.46	$34.77	$36.08	$36.74
Educational Assistant - Special Education	$30.92	$32.19	$33.46	$34.77	$36.08	$36.74
Educational Assistant - ECE	$30.92	$32.19	$33.46	$34.77	$36.08	$36.74

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Food Services Supervisor	$29.65	$30.93	$32.22	$33.50	$34.78	$36.06
Special Program Assistant - Pool	$30.87	$32.23	$33.57	$34.91	$36.26	$37.60
Special Program Assistant - Technical	$29.65	$30.93	$32.22	$33.50	$34.78	$36.06
Special Program Assistant - Chef	$30.98	$32.34	$33.68	$35.03	$36.37	$37.73
Special Program Assistant - Speech & Language	$30.12	$31.43	$32.73	$34.04	$35.34	$36.65
Special Program Assistant - Developmentally Delayed	$31.16	$32.52	$33.88	$35.24	$36.60	$37.95
Educational Assistant - ESL	$29.65	$30.93	$32.22	$33.50	$34.78	$36.06
Educational Assistant - Food Services	$29.65	$30.93	$32.22	$33.50	$34.78	$36.06

L – Appendix B – Causal Employees

The following articles of the collective agreement do not apply to casual employees
The following asterisked (*) articles of the collective agreement apply to casual employees in a term assignment (LTO) in accordance with and limited to the relevant Part A: Central Agreement provisions

Bereavement Leave*(L15.01, L15.02, L15.03)
Personal Leaves of Absence
Extended Pregnancy/Parental Leave*
except as noted in Article 24
Sick Leave*
Position Sharing
Paid Vacation
Insured Employee Benefits*
EI SEB Plan*
Leave of Absence Without Pay
Statutory Parental Leave*
Retirement Gratuities
Job Evaluation & Re-evaluation
Recognized Paid Holidays*
Pension Plan
except as noted in Article 52
Professional Development -
Labour Management Committee
Leaves General
Employment Insurance Reduction
Miscellaneous Leaves of Absence
Paternal Leave
Deferred Salary Leave
WSIB Supplement*
Job Exchange
Transfer
Probationary Period
Permanent Employee Seniority
Pregnancy Leave*
Family Care Leave
Temporary Positions Outside the
Bargaining Unit
Job Performance Appraisals
Layoff and Recall
Family Medical Leave or Critically Ill Child Care Leave*
Employee Assistance Program
Tuition/Retraining
Letters of Agreement*
Union Leave
Inclement Weather
except as noted in clause B.**7**
Overtime (40:02, 40:03)

B.1 Casual Employees shall be paid at the minimum level of the category of the position to which they are assigned.

B.2 In addition to the amounts received under Schedule B.1, a Casual Employee shall receive vacation pay in accordance with the Employment Standards Act of Ontario, as amended.

B.3 Casual employees who work their scheduled day before and their scheduled day after a recognized paid holiday as stated in Article 41, Recognized Paid Holidays, shall be paid for the recognized paid holiday provided the employee meets the qualifications for payment according to the Employment Standards Act. Payment for the recognized paid holiday will be as specified in the Employment Standards Act.

B.4 Casual Supply List

The Board shall maintain a list of Casual Employees that shall include Permanent Part-time Employees who are available to work in casual positions. Such list shall contain names and phone numbers.

B.5 (a) Interviews for the Casual Supply List shall be conducted by the Board. All casual employees on the casual supply list shall be interviewed, qualified and shall have submitted a police check as per Board practice.

(b) In order to remain on the Casual Supply List, an employee must work a minimum of thirty-five (35) full or partial working days in each school year.

B.6 By August 31 of each year, this list shall be distributed to the President of the Bargaining Unit.

B.7 (a) A casual employee working in a Long Term Occasional assignment for more than three (3) continuous months in the same position shall be covered by Article 33, Inclement Weather if the day was a scheduled workday.
(b) A casual employee working in a Long Term Occasional assignment will participate in PD Days and will be paid as though it was the employee's regular work day, if the day is a scheduled work day for the employee

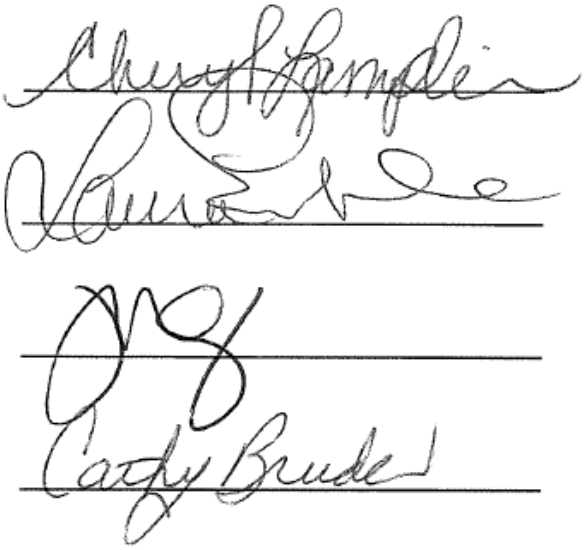
B.8 A casual employee employed for more than one year in the same position shall move on the grid according to time in the position, and as outlined in the Salary and Increment Schedule of the Collective Agreement. Grid movements shall be recognized for 3 continuous years. "Continuous years" for the purpose of this clause can include a break in service of no more than four (4) working weeks.

B.9 If a representative of the Board calls a casual employee to a work location and, after arriving, the casual employee finds that the assignment has been cancelled; the casual employee will be entitled to a half-day's pay for the assigned position.

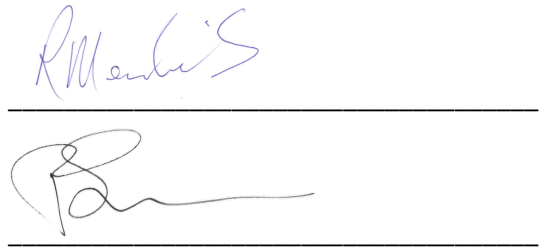
SIGNATURES

Dated at Guelph this 9th day of October, 2024.

ON BEHALF OF THE UNION



ON BEHALF OF THE BOARD



L – LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

RE: Contracting Out

The Board agrees that during the term of this collective agreement:

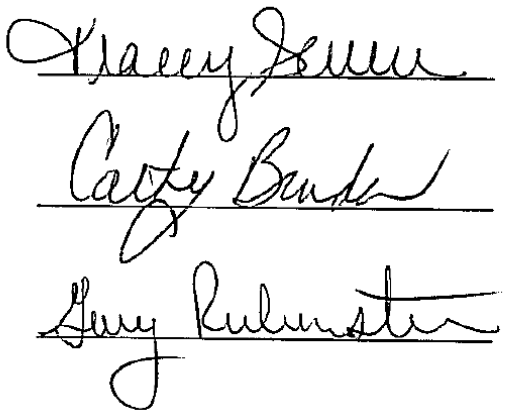
1. No bargaining unit member shall be laid off due to contracting out.

2. No bargaining unit member shall have their hours reduced due to contracting out.

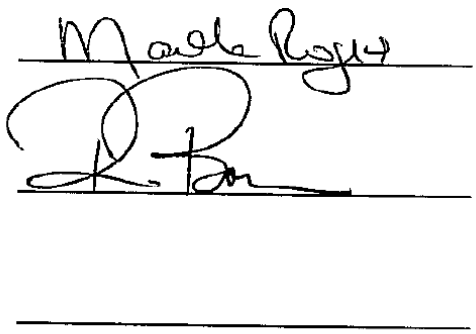
3. No bargaining unit member shall be laid off due to the use of any individual working for the Board under any government program.

Dated at Guelph this 3rd day of November, 2008.

ON BEHALF OF THE UNION



ON BEHALF OF THE BOARD



See also Part A: Central Terms Letter of Agreement #2 RE: Job Security

L – LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

RE: Job Security

The Board agrees that during the term of this collective agreement:

In order to provide job security for members of the Union, the Board agrees that no permanent or probationary employee listed on the most recent seniority list with a seniority date prior to and including September 1, 2003 will be laid off. For permanent or probationary full or part-time employees, this Letter of Agreement will not apply to off work periods at Christmas, Winter Break and Summer.

Dated at Guelph this 3rd day of November, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

L – LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF ESSP/ECE BARGAINING UNIT

Re: Casual Supply List/Board's Automated Dispatch System

The parties agree to meet to discuss the casual supply list and the Board's Automated Dispatch System.

Dated at Guelph this 11th day of August, 2016.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

L – LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF ESSP/ECE BARGAINING UNIT

Re: Committee on Health and Safety

The Board and Union agree to establish a committee to examine Bargaining Unit specific Health and Safety issues. The first meeting is to occur no later than 60 days following the ratification of this local agreement. Three (3) members of the Bargaining Unit shall be permitted to attend this committee without loss of salary or benefits. The Board shall pay the replacement cost, where necessary, for an employee in a worksite attending a meeting of this Committee.

Dated at Guelph this 11th day of August, 2016.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

L – LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF ESSP/ECE BARGAINING UNIT

Re: Meeting with Educational Assistants

The Board acknowledges the importance of communication and will promote to sites across the System, that where possible a best practice includes team meetings between Educational Assistants and Administration (or a designate of their choosing) during the school year. The frequency, timing, length and topics of such meetings will be at the discretion of Administration (or their designate).

Dated at Guelph this 9th day of October, 2024.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

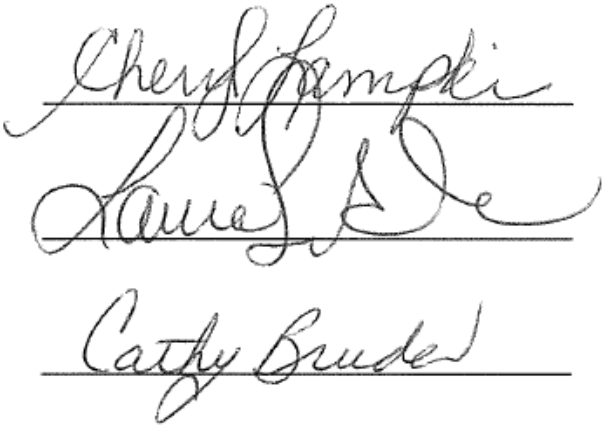
L – LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF ESSP/ECE BARGAINING UNIT

Re: Medical Procedures

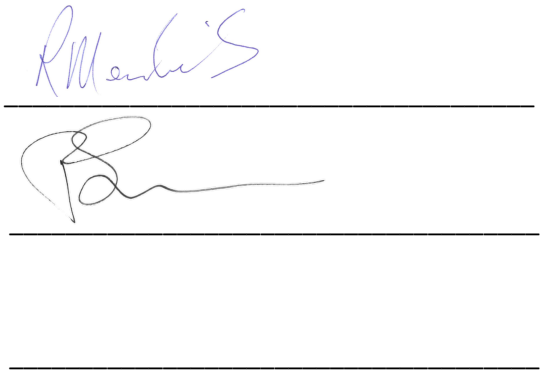
Should there be new substantive medical procedures required to be performed by Educational Assistants, the Board shall meet with the union to review next steps and discuss training requirements. For actions taken by any employee in following related Board policies on Medical procedures (i.e. 509 – Health Support Services) the Board shall indemnify an employee from any and all liability.

Dated at Guelph this 9th day of October, 2024.

ON BEHALF OF THE UNION



ON BEHALF OF THE BOARD



PART C: RETAINED LANGUAGE

The following articles have been retained for historical reference and do not apply to this agreement:

Retained from Local 2014-2017 **L – ARTICLE 16 – MISCELLANEOUS LEAVES OF ABSENCE**

L16:03 … , but with deduction from sick leave.

L16:05 … and any such absence shall be deducted from a employee's sick leave.

Retained from Local 2014-2017 **L – ARTICLE 21 – LEAVES GENERAL**

L21:02 (c) An employee granted an education leave shall be given the opportunity to continue participation in the benefit plans held prior to the leave, provided the employee requests such coverage and pays the monthly costs of the premium by providing post-dated cheques for the duration of the leave.

Retained from Local 2008-2012 **L – ARTICLE 22 – STATUTORY PREGNANCY LEAVE**

L22:09 (a) An employee granted a statutory pregnancy leave of absence shall be compensated by the Board under an E.I. approved Supplementary Employment Benefit (SEB) Plan, provided the employee;

(i) is eligible for pregnancy leave benefits under E.I.;

(ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

(c) This Plan shall be subject to approval of E.I. and shall be contained as Appendix C of this agreement.

Retained from Local 2014-2017 **L – ARTICLE 22 – STATUTORY PREGNANCY LEAVE**

L22:08 The Board shall continue to contribute its share towards the premium cost of the employee's employee benefits during the period of statutory pregnancy leave unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.

Retained from Local 2008-2012 **L – ARTICLE 22 – STATUTORY PREGNANCY LEAVE**

L22:10 In addition to the provision in clause 22:09, the Board shall provide a top-up benefit as a supplement to the employee's Employment Insurance benefits following the waiting period noted in clause 22:09 (Appendix C) or when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the employee's employment insurance benefits and one hundred percent (100%) of the employee's regular weekly earnings. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. The employee will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the employee's sick leave for this six (6) week period.

Retained from Local 2014-2017 **L – ARTICLE 23 – STATUTORY PARENTAL LEAVE**

L23:11 The Board shall continue to contribute its share towards the premium cost of the employee's employee benefits during the period of statutory Parental Leave up to a maximum of eighteen (18) weeks unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.

Retained from Local 2014-2017 **L – ARTICLE 25 – FAMILY CARE LEAVE**

L25:03 …and without deduction from sick days

Retained from Local 2008-2012 **L – Article 27 - WSIB SUPPLEMENT**

L27:01 …and the same number of days shall be deducted from the employee's Sick Leave Credit Account in accordance with Article 29. If the employee does not wish to have the payment under the Workplace Safety and Insurance Act supplemented as provided by this article, the employee must give written notice to the Senior Administrator responsible for Human Resources or designate within fifteen (15) days after receiving notice that the Workplace Safety Insurance claim has been approved. It is understood that, if adherence to this timeline results in the employee having been overpaid by the Board, the employee shall be responsible for reimbursing the Board for the amount overpaid.

Retained from Local 2014-2017 **L – ARTICLE 28 – DEFERRED SALARY LEAVE PLAN**

L28:07 While an employee is participating in the deferral period any benefits tied to salary level shall be based on the salary the employee would have received had the employee not been participating in the Plan. During the leave year, however, no credit for increment shall be granted.

L28:08 During the employee's leave of absence the Board shall continue to pay its share of premium costs for any benefits, which the employee elects to maintain. The employee shall be responsible for remitting his/her share of applicable premium costs.

Retained from Local 2008-2012 **L – ARTICLE 29 – SICK LEAVE**

L29:02 The Board shall maintain a record of each employee's credited and accumulated sick leave and shall inform the employee in writing on or about November 1 of each year as to the crediting and accumulation of the employee's sick leave.

L29:03 All full-time employees will be credited with twenty (20) sick days on the first working day of the work year.

L29:05 All employees shall accumulate 100% of the unused portion of the allotted days per year to a maximum of 200 days.

L29:06 A newly hired employee shall be entitled to transfer accumulated sick leave credits from a previous school board in Ontario to the employee's credit with the Board.

L29:07 Effective September 5, 2000 employees who have an accumulated balance in excess of 200 days shall be frozen at their existing balances once the August 2000 balance has been calculated.

L29:08 (a) The number of days of sick leave credit in a employee's sick leave credit account existing immediately prior to the signing of this Agreement shall be transferred and credited to the employee's Sick Leave Credit Account under this Article.

(b) An employee with a balance of more than 200 days in their account shall have no further credits above the maximum of 200 added to the account at the end of each year. Any unused balance at the end of the year from the yearly allotment of 20 days shall be lost.

(c) If an employee uses sick days from the accumulated account, which takes them below 200, they shall be able to rebuild the amount with credits each year to a maximum of 200.

Retained from Local 2008-2012 **L – ARTICLE 32 – SICK LEAVE GRATUITY**

L32:03 For employees not covered by clause 32:01, the Board will deposit a lump sum payment of $1000 into a group RSP plan on behalf of the employee on or before June 30th of the school year in which the employee completes his or her probationary period.

Retained from Local 2014-2017 **L – ARTICLE 35 – POSITION SHARING**

L35:07 If the employee is enrolled in one or more of the employee benefit plans; the Board's contribution to the benefit premiums shall be pro-rated in the same proportion that the employee works in the shared position. The employee shall pay, through payroll deduction, the remainder of the premium cost for the benefits in which the employee is enrolled during the period of position sharing.

Retained from Local 2014-2017 **L – ARTICLE 51 – LAYOFF & RECALL**

L51:23 During the period an employee is on recall; they may continue Extended Health Care and Dental coverage by paying the full premium cost.

L51:25 An employee on layoff placed in a temporary position, half-time or more, for a period of six (6) continuous months or more may, upon written request, elect to reinstate their previous benefit coverage including sick days during this time period. The Board shall continue its share of the premium costs for the employee's benefits during the time period. School break periods do not constitute an interruption in the calculation of continuous months.

Retained from Local 2014-2017 **L – ARTICLE 53 – INSURED EMPLOYEE BENEFITS**

L53:01 The benefits carrier shall be determined by the Board in consultation with the Bargaining Unit.

L53:02 Effective the first of the month following the date of ratification, the Board will pay 100% of the premium costs of the benefits listed in clause 53:03 with the exception of the Dental Plan for which the Board will pay 90% of the premium cost for all full-time employees. The Board's premium share will be pro-rated for all part-time employees working half-time or more.

L53:03 Extended Health, Group Life, and Dental

i) Extended Health, $0.35 Drug Plan, Vision Care $250 every two years. ($350 every two years, effective September 1, 2010. Eye examinations covered to a maximum of $100 every two years effective September 1, 2010.) Hearing Care Plan ($300.00 every four (4) years)

ii) Private Hospital Room.

iii) Group Life Insurance (with A.D.&D.), greater of $25,000 or two (2) times salary to a maximum of $600,000.00, plus optional dependent coverage (dependent spouse - $4000, dependent children over fourteen (14) days old - $2000).

iv) Dental plan with benefits based on the previous year's Ontario Dental Association Fee Schedule. Includes orthodontic coverage (50% reimbursement, $1000 maximum per completed course of treatment) and major restorative coverage (50% reimbursement – including dentures, onlays, crowns, bridgework and repairs to onlays, crowns and bridgework). Limitations for orthodontic and major restorative coverage of "least cost course of treatment" and "missing tooth exclusion".

v) Private duty nursing to a maximum of $25,000 per year, effective September 1, 2010.

L53:04 Out of province coverage is included in the Extended Health Care package with the full premium being paid by the employee**.**

L53:05 The Board's contribution for the benefit plans listed above for a part-time employee working half time or more shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.

L53:06 It shall be a mandatory condition of employment that all new employees half time or more participate in the Extended Health and Dental Plan and the Group Life Insurance Plan. Employees who have Extended Health and Dental Plan coverage through the employee's spouse may be exempted from participating in the Board's Extended Health and Dental Plans.

L53:07 Voluntary Group Life Insurance

Additional life insurance (with AD & D) is available to all employees at 1, 2 or 3 times annual salary, with the full premium being paid by the employee. Evidence of insurability must be submitted to, and approved by, the insurance company.

L53:08 The maximum amount of Life Insurance under all clauses in this Article shall not exceed a total of $600,000.

L53:09 Benefits – Effective Date

Coverage for the various benefits in which the employee participates will be effective on the date shown on the insurance certificate provided that the employee is actively at work on that date. Should the employee be absent from work on that date, excluding absence due solely to paid vacation or paid holiday, the insurance will take effect when the employee returns to work.

L53:10 The Board will continue to contribute its share of benefit premiums for ten (10) month employees during the summer.

L53:11 Employees retiring prior to age 65 will have the option of continuing in Extended Health and Dental benefits up to the age of 65 years at their own cost. Employees over the age of 65 are required to be actively at work in order to receive benefits. All benefits coverage is subject to the approval of the benefits carrier. Employees over the age of 65 shall not be entitled to Long Term Disability Coverage, Life Insurance Coverage, Accidental Death and Dismemberment Coverage, Optional Life or Dependent Group Life Coverage.

Retained from Local 2014-2017 **L – ARTICLE 54 – LONG TERM DISABILITY PLAN**

L54:04 Employees receiving benefits under the Long Term Disability Insurance Plan will have their Employee Benefits premiums paid for by the Upper Grand DSB during the period they are receiving benefits under the Long Term Disability Insurance Plan.

Retained from Local 2014-2017 **L – ARTICLE 63 – COMPASSIONATE CARE LEAVE**

L63:05 An employee on Compassionate Care Leave shall continue to be entitled to employee benefits and accumulation of credit for sick leave, seniority and experience.

Retained from Local 2014-2017 **L – APPENDIX B – CASUAL EMPLOYEES**

B.4 A casual employee who has completed 420 hours of employment with the Board shall, upon written request, have the option of participating in the Board's Extended Health and Dental Plans with the full cost of the premiums being paid by the employee. Employee participation shall be subject to the approval of the carrier(s).

B.8 Casual Service List

The service list of casual employees will be compiled based on the initial list with the addition of the number of hours worked in casual/temporary bargaining unit positions since January 1, 1999 and ranked from most to least. Such list shall be compiled each year as of December 31.

B.9 By February 15th, each year, a copy shall be provided to the President of the Bargaining Unit.

B.10 By February 15th of each year the Board shall post a copy of the up-to-date service list in all work locations with employees covered by this Agreement.

B.11 Any question as to the accuracy of the service list must be submitted by the employee to the Senior Administrator responsible for Human Resources or designate within thirty (30) working days of the posting of the list. If no discrepancies are found and brought to the attention of the Senior Administrator responsible for Human Resources or designate within thirty (30) working days following posting of the list, the list will be deemed to be correct.

Retained from Local 2008-2012 **L – APPENDIX C – EMPLOYMENT BENEFITS (SEB PLAN)**

Supplemental Employment Benefit (SEB) Plan for the Upper Grand District School Board.

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.

2. The following groups of Employees are covered by the plan:
   Educational Assistants and SPA's

3. The requirements imposed by the Employer for the receipt of the SEB are:

   (a) An Employee must be eligible to receive pregnancy leave benefits from E.I.

   (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of an E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission and the dates of the waiting period.

   (c) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. Employees will not be supplemented for any week during the waiting period which falls outside the employee's normal working period during the months of July and/or August.

4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.

5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

6. Employees do not have a right to SEB payments except for supplementation of EI benefits for the employment period as specified in the Plan.

7. The benefit level paid under this plan is set at a weekly rate equal to 100% of the employee's weekly insurable earnings under EIC.

8. The maximum number of weeks for which SEB is payable is for six (6) weeks.

9. The duration of this plan is for the term of the collective agreement.

10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.

11. The Employee must provide the Employer with the proof that the Employee is getting EI benefits or that the Employee is not getting benefits for reasons specified in the plan.

12. The Employer will use the EI receipt of the Employee to verify that the employee is receiving EI benefits or other earnings. The Employer's Revenue Canada Taxation registration number is 892228826 RP0001.