

Collective Agreement

BETWEEN

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

REPRESENTING

THE PROFESSIONAL STUDENT SERVICES PERSONNEL OF
TRILLIUM LAKELANDS DISTRICT 15

SEPTEMBER 1, 2022 – AUGUST 31, 2026



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Part A – Central Terms

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of 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), l'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO), l'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC), Ontario Catholic School Trustees' Association (OCSTA), hereinafter the Council of Trustees' Associations (the "Council"), and the Ontario Secondary School Teachers' Federation, OSSTF/FEESO.
- iii. The "Local Parties" shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- iv. "Days" shall mean regular school days.

C5.2 Central Dispute Resolution Committee

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the Central Parties. 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 plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C10.7 Benefits not provided by the ELHT

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

Subject to paragraphs C12.1 d) i-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:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
WSIB Claim Number:		

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

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

dd mm yyyy

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

PHYSICAL (if applicable)

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

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

DRAFT

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.

DRAFT

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 I). The full article should then reside in Part B of the collective agreement:

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

5. Long Term Disability (LTD)

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

DRAFT

Part B – Local Terms

L1.00 – PURPOSE

L1.01 It is the desire of both Parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, all of which set out herein constitute the entire negotiated Agreement between the Parties, and to provide a process for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement.

L1.02 It is the expressed desire of the Parties to establish and maintain an effective and harmonious working relationship, and to recognize the mutual value of joint discussions and negotiations.

L2.00 – RECOGNITION

L2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the exclusive bargaining agent authorized to represent and negotiate on behalf of all Professional Student Services Personnel (full and part-time) employed by the Trillium Lakelands District School Board, save and except supervisors and those above the rank of supervisor.

L2.02 The Employer recognizes the right of The Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisor, 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.

L2.03 The OSSTF recognizes the right of the Employer to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

L2.04 The Employer recognizes the right of a Bargaining Unit Member to request the assistance of an OSSTF or Bargaining Unit representative at any meeting where the conduct, competence, or performance of the Member is to be formally discussed. In any meeting involving the delivery of a disciplinary notice, or formal discussion of a disciplinary matter, the Employer shall notify the member of their right to Federation representation at the meeting. If the member elects to have Federation representation, no further discussion of the matter will take place with the member until the scheduled meeting.

L3.00 – DEFINITIONS

L3.01 "Federation" means the Ontario Secondary School Teachers' Federation. "Union", "OSSTF" and "Bargaining Agent" shall have an identical meaning.

L3.02 "Board" means the Trillium Lakelands District School Board (TLDSB), as well as its predecessor Boards, namely The Muskoka Board of Education, The Haliburton County Board of Education, and The Victoria County Board of Education. "Employer" shall have an identical meaning.

L3.03 "Parties" means the OSSTF and the TLDSB.

L3.04 The meanings of the word "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act* and Regulations.

L3.05 "Bargaining Unit" means the authorized local division of OSSTF, for professional student services personnel, as established in accordance with its constitution.

L3.06 "Labour Relations Act" means the *Ontario Labour Relations Act*.

L3.07 "Member" means an employee in the Bargaining Unit.

L4.00 - STRIKE AND LOCKOUT

L4.01 It is agreed that there will be no strikes and no lockouts by the Parties to this Agreement for as long as this Agreement continues to operate.

L5.00 - MANAGEMENT RIGHTS

L5.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration, subject to the limitations and qualifications contained in this Collective Agreement.

L5.02 The Employer's rights shall include:

- (a) the right to hire, assign, evaluate, promote, demote, transfer, classify, layoff, recall, suspend, terminate Members and to determine personnel requirements;
- (b) the right to determine, alter and eliminate services and programmes offered;
- (c) the right to discipline, including disciplinary demotion, with just cause;
- (d) the right to determine the number of Members to be employed, including the qualifications, duties and responsibilities of the Members, the hours of work, the work year and work location;
- (e) the right to designate or establish departments, or organizational units;
- (f) the right to select persons for employment and the right to select individuals to positions of responsibility, and to determine job functions; and,
- (g) the right to make, change and enforce reasonable policies, regulations, procedures and all other aspects of the Board's jurisdiction, consistent with the prevailing statutes and regulations in the Province of Ontario.

L6.00 - UNION DUES

L6.01 On each pay date on which a Member of the Bargaining Unit is paid, the Employer shall deduct from each Member such dues or assessments as are levied by the Federation and/or the Bargaining Unit in accordance with their respective constitution and/or by-laws. The amounts to be deducted shall be determined annually by the Federation and/or the Bargaining Unit, and written notice of the amount(s) or any change(s) thereto shall be forwarded to the Employer at least thirty (30) days prior to the effective date of change.

L6.02 Federation deductions shall be forwarded monthly to the Secretary-Treasurer of the Federation not later than the fifteenth (15th) day of the month following the month in which the deductions were made. The monthly remittance to the Federation shall be accompanied by a list of the names of all Members from whose wages deductions have been made, and the list shall also specify SIN numbers, annual salaries, FTE status, salaries for the period, and the amounts deducted.

L6.03 Bargaining Unit deductions shall be forwarded monthly to the Treasurer of the Bargaining Unit, not later than the fifteenth (15th) day of the month following the month in which the deductions were made. The monthly remittance to the Bargaining Unit shall be accompanied by a list of the names

of all Members from whose wages deductions have been made, and the list shall also specify SIN numbers, annual salaries, FTE status, salaries for the period, and the amounts deducted.

L6.04 The Federation shall indemnify and save the Employer harmless from any and all claims, suits, attachments or any form of liability whatsoever as a result of any dues deductions which have been authorized by the Federation.

L7.00 – SALARY

L7.01 (a) The Employer shall establish the initial salary placement for each employee who is newly hired into the Bargaining Unit, which placement shall be within the salary range specified in paragraph 7.02 for the classification of the employee. Previous experience in a corresponding Professional Student Services Personnel position with another Board or, subject to the approval of the appropriate Superintendent or designate, similar professional experience gained prior to employment with the Board, shall be appropriately recognized up to the maximum salary for the classification as specified in paragraph 7.02. The onus shall be on the newly-hired Member to produce verification of previous experience. The President of the Bargaining Unit shall be notified in writing of a decision regarding the recognition of previous experience for newly hired Members.

(b) In the case of new hires to new positions for which a classification does not exist, the wage rate shall be established in accordance with Article 15 – New Positions, with experience within the range being recognized in accordance with 7.01 (a) above.

L7.02 Salaries

(a) The following salaries are effective September 1, 2022:

Job Classification	Start	After 1 Year	After 2 Years	Max After 3 Years
Psychologist	95,022	98,143	101,262	104,383
Speech Language Pathologist	82,459	85,020	87,577	90,138
Program Officer	75,521	77,861	80,203	82,542
Psycho-Educational Consultant	82,459	85,020	87,577	90,138
Communicative Disorders Assistant	45,033	47,349	49,667	51,984
Mental Health Counsellor - Masters	82,459	85,020	87,577	90,138
Mental Health Counsellor - Bachelor	79,452	81,952	84,441	86,909
Re-engagement Counsellor	62,337	64,271	66,219	68,145

(b) The following salaries are effective September 1, 2023:

Job Classification	Start	After 1 Year	After 2 Years	Max After 3 Years
Psychologist	96,443	99,564	102,683	105,804
Speech Language Pathologist	83,880	86,441	88,998	91,559
Program Officer	76,942	79,282	81,624	83,963
Psycho-Educational Consultant	83,880	86,441	88,998	91,559
Communicative Disorders Assistant	46,454	48,770	51,088	53,405

Mental Health Counsellor - Masters	83,880	86,441	88,998	91,559
Mental Health Counsellor - Bachelor	80,873	83,373	85,862	88,330
Re-engagement Counsellor	63,758	65,692	67,640	69,566

(c) The following salaries are effective September 1, 2024:

Job Classification	Start	After 1 Year	After 2 Years	Max After 3 Years
Psychologist	97,864	100,985	104,104	107,225
Speech Language Pathologist	85,301	87,862	90,419	92,980
Program Officer	78,363	80,703	83,045	85,384
Psycho-Educational Consultant	85,301	87,862	90,419	92,980
Communicative Disorders Assistant	47,875	50,191	52,509	54,826
Mental Health Counsellor - Masters	85,301	87,862	90,419	92,980
Mental Health Counsellor - Bachelor	82,294	84,794	87,283	89,751
Re-engagement Counsellor	65,179	67,113	69,061	70,987

(d) The following salaries are effective September 1, 2025:

Job Classification	Start	After 1 Year	After 2 Years	Max After 3 Years
Psychologist	99,285	102,406	105,525	108,646
Speech Language Pathologist	86,722	89,283	91,840	94,401
Program Officer	79,784	82,124	84,466	86,805
Psycho-Educational Consultant	86,722	89,283	91,840	94,401
Communicative Disorders Assistant	49,296	51,612	53,930	56,247
Mental Health Counsellor - Masters	86,722	89,283	91,840	94,401
Mental Health Counsellor - Bachelor	83,715	86,215	88,704	91,172
Re-engagement Counsellor	66,600	68,534	70,482	72,408

- (e) Members who are employed less than full-time shall have their annual salary appropriately pro-rated.
- (f) In respect of any travel on Board business which is required and authorized by the Board, Members shall be entitled to claim a mileage allowance, in accordance with Board Policy/ Administrative Procedure.

L7.03 E.I. Rebate

It is agreed that the Members' share of the E.I. premium reduction rebates have been credited to the Board for compensation purposes related to this bargaining unit. The Board shall provide annually to the Bargaining Unit an accounting of the amount of the rebate.

L7.04 Increments

Increments, where applicable, shall occur on the anniversary date of appointment to the position.

L7.05 Pay Dates

- (a) Employees will be paid to-date, bi-weekly on Fridays. Each employee shall be provided with an electronic, itemized statement of wages and deductions associated with each pay.
- (b) Members hired during a school year shall have their salary pro-rated. This pro-rated salary shall be paid evenly over the remaining pays from the date of hire to the pay date prior to August 31 following the end of the school year.

L7.06 Work Year

The work year for Members covered by this Agreement shall be twelve (12) months per year. Days other than the following listed below shall be vacation:

- (a) the school year as established by the Board and approved by the Ministry of Education;
- (b) statutory holidays, as follows: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

If any of the recognized paid holidays in (b) above 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 in (b) above falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, the Board shall substitute for the 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.

L7.07 Work Day

- (a) For the purposes of daily scheduling, the work day will be seven (7) continuous hours (exclusive of a minimum of a thirty (30) minute and maximum of a one (1) hour unpaid lunch break), Monday to Friday inclusive, between the hours of 7:30 am and 5:00 pm. The hours of the work day will be determined by the supervisor in collaboration with the Member prior to the start of the school year. Changes to the daily schedule will be permitted as outlined in (c) and (d) below.
- (b) Time spent traveling during the work day for the purpose of board business shall be considered time worked. Members will be reimbursed for mileage in accordance with Board policy and procedure.
- (c) Meeting times shall, where possible, be scheduled to accommodate members' daily hours of the work day. When a member is required by their supervisor, and has consented to, start or end their workday at a worksite other than their assigned office location, which increases their travel time, then, by mutual agreement, the workday may be flexed or the member may access provisions under L20.01.
- (d) As circumstances require, on an individual basis, members may request adjustments to hours of the work day, to accommodate work related tasks. These adjustments are to be arranged with the supervisor and mutually agreed upon. This may include but is not limited to accommodating early morning meetings or late afternoon / evening meetings by flexing the normal work day or by accessing provisions under L20.01.

- L7.08 The annual salaries set out in article 7.02 are for the work year as specified in article 7.06 and includes all vacation pay and paid holiday pay due to employees covered by this Agreement.
- L7.09 For the period covered by this Agreement, the Board will deposit each employee's net pay into an account in a financial institution with capabilities for electronic funds transfer. It is understood that the direct deposit system applies to all Members of the Bargaining Unit.
- L7.10 Credit for grid experience does not accrue while a Member is on Extended Leave, Special Leave or Self-Funded Leave.

L8.00 – EMPLOYEE BENEFITS

L8.01 Pension

All Members, except those who are certified as teachers, must contribute to the OMERS plan according to the rules established by the Provincial Government and OMERS. Members and the Board shall contribute appropriately according to the rules established by OMERS. Members who are certified as teachers shall participate in the Ontario Teachers' Pension Plan, and the Board shall contribute appropriately according to the rules established by the Ontario Teachers' Pension Plan.

L8.02 Long Term Disability

Members shall contribute 100% of the premium rate for a long term disability plan. Participation in the long term LTD disability program is a condition of employment. The long term disability program shall be separate and apart from the long term disability program carried by the Secondary Teachers of Trillium Lakelands District 15, and administration of said long term disability will rest solely with Trillium Lakelands District School Board. The Board will notify the Bargaining Unit President if a member makes an application for LTD.

Note: Sick Leave is not available to augment benefits from the LTD program.

L9.00 - LEAVES

L9.01 Bereavement Leave

- (a) A Member shall be granted up to five (5) days leave of absence with pay and without deduction from sick leave in the case of the death of a spouse, child, or parent, and up to three (3) days with pay and without deduction from sick leave in the case of the death of a sibling, grandparent, grandchild (including any "steps" of the previous), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law. One (1) day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt or uncle. In the case of a close personal friend or student on the Member's caseload, up to one (1) day shall be granted to attend the funeral.

It is understood that "spouse" includes legally recognized spousal equivalents.

- (b) If the day of service (funeral, burial, celebration of life) is not within the allotted consecutive days then one of the allotted days may be applied at a future time on the day of service. Notice to apply the day at a future date is to be made upon notification that bereavement leave is being taken, recognizing that the exact date might not be known at that time.

(c) At the discretion of the Director of Education or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

L9.02 Personal/Compassionate Leave

Each Member may, at the exclusive discretion of the Employer, be granted Personal/Compassionate Leave, without loss of pay, of up to three (3) days per year for family emergencies and/or other special situations. Applications for such leave shall be made to the immediate supervisor. Absences arising under this paragraph will not be charged against sick leave credits.

L9.03 Quarantine

Leave, without loss of pay, benefits or deduction from sick leave, shall be granted to a Member for a period of quarantine when declared or recommended by the Medical Officer of Health or designate.

L9.04 Jury or Witness Duty

(a) Members shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness in any proceeding to which the Member is not a Party, provided the Member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and accommodation expenses.

(b) Where a Member in the employ of the Board is charged with an offence directly related to the Member's employment, the Member shall not suffer a loss of pay for the time spent in court under a summons.

L9.05 Paternity/Adoption Leave

(a) The Employer, upon the request of a Member, and receipt of a medical certificate stating that a Member's spouse is pregnant, shall grant the Member one (1) day of paternity leave without loss of pay, benefits or deduction from sick leave. This leave may be taken at the Member's discretion, in whole or in part, during the pregnancy or following the birth of a child.

(b) A Member adopting a child who does not take parental leave in accordance with 9.06 shall be entitled to three (3) days of adoption leave without loss of pay, benefits or deduction from sick leave.

L9.06 Pregnancy and Parental Leave

(a) A Member who has been employed for at least thirteen (13) weeks shall be granted a pregnancy leave and/or parental leave upon a minimum of two (2) weeks written notification to the Director or designate of the dates on which the Member intends to leave and return to active employment, with a copy to the Bargaining Unit President and the immediate supervisor.

(b) For pregnancy leave, the Member shall provide the Employer with a medical certificate indicating the expected date of birth.

(c) The timing and length of the pregnancy leave and/or parental leave shall be at the discretion of the Member. The maximum pregnancy leave shall be seventeen (17) weeks and the maximum parental leave shall be thirty-five (35) weeks, in accordance with the *Employment Standards Act*. Any extension of the leave shall be in accordance with paragraph 9.07.

(d) The Employer shall continue to pay its portion of the costs of the Member's benefit coverage according to this Collective Agreement during the statutory leave period, unless the Member elects, in writing, not to continue the benefit coverage.

(e) Supplemental Employee Benefits (S.E.B.) Plan

Pregnancy Leave

- i. 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.
- ii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- iii. 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.
- iv. Casual employees are not entitled to pregnancy leave benefits.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- x. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- xi. 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.
- xii. 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.

Parental Leave

A member granted a parental leave pursuant to this Article shall be compensated by the Employer under an Employment Insurance Commission of Canada (EIC) approved supplementary employment benefit plan for the one (1) week waiting period under EIC at a weekly rate equal to ninety-five (95) percent of the EIC weekly insurable earnings provided that the member:

- is eligible for pregnancy or parental leave benefits under EIC laws and regulations; and
- makes a claim to the Employer on a form to be provided indicating the weekly amount payable by EIC.

No supplementary benefit will be paid under this Plan for any week in the waiting period which falls outside the Member's normal employment period (i.e. July and August if ten (10) month employment). The supplementary benefit plan shall be subject to approval by E.I.C.

- (f) A Member on pregnancy/parental leave shall continue to accrue credit for sick leave and grid experience.
- (g) A Member returning from a pregnancy/parental leave to active employment shall be reinstated to the position which the Member held prior to the leave. If the position no longer exists, the Member shall be placed in a comparable position in the system. Notwithstanding this provision, the Member's return to active employment is subject to Article 18 - Seniority, Layoff and Recall.
- (h) Nothing in this Article precludes a member from entitlement to sick leave pay under Article 10.

L9.07 Extended Leave

- (a) Upon request to the Director or designate, a Member may extend their pregnancy and/or parental leave by up to two (2) additional school years. The following conditions shall apply to the continuation of such an extended leave:
 - (i) The Member must apply in writing for the extended leave at least six (6) weeks in advance of the commencement of the extended leave, with a copy to the Bargaining Unit President and the immediate supervisor;
 - (ii) The leave shall end on one of the following dates:
 - at the beginning of a school year;
 - at the end of the Christmas break;
 - at the end of the March break; or
 - by mutual agreement, at any time during the school year.
- (b) A Member returning from an extended leave to active employment shall be reinstated to the position which the Member held prior to the leave. If the position no longer exists, the Member shall be placed in a comparable position in the system. Notwithstanding this provision, the Member's return to active employment is subject to Article 18 - Seniority, Layoff and Recall.
- (c) A Member on an extended leave shall be entitled to participate, at the Member's own expense, in the insured benefit plan as outlined in Article 8 - Employee Benefits.

L9.08 Special Leave of Absence

- (a) A Member may request an unpaid leave of up to two (2) school years. Any request for such leave shall be submitted in writing to the Director or designate by March 15 in the academic year preceding that in which the leave is to commence, with a copy to the Bargaining Unit President and the immediate supervisor. This deadline may be waived by the Employer.
- (b) A Member returning from a special leave to active employment shall be reinstated to the position which the Member held prior to the leave. If the position no longer exists, the Member shall be placed in a comparable position in the system. Notwithstanding this provision, the Member's return to active employment is subject to Article 18 - Seniority, Layoff and Recall.
- (c) A Member on a special leave of absence shall be entitled to participate, at the Member's own expense, in the insured benefit plan as outlined in Article 8.

L9.09 Self-Funded Leave Plan

- (a) This plan has been developed to afford Members the opportunity of taking a one (1) year or one-half (1/2) year leave of absence with pay, by spreading salary over a longer period of time (example: 4 years' salary over 5 years). The maximum period for a self-funded leave plan shall be six (6) years.
- (b) Any Member with one (1) year of service with Trillium Lakelands District School Board is eligible to apply.
- (c) Application shall be made, in writing, to the Director or designate on or before March 15, with a copy to the Bargaining Unit President and the immediate supervisor.
- (d) Written acceptance or denial of the Member's request, with explanation, shall be forwarded to the Member by April 15. An application for Self-Funded Leave shall not be unreasonably denied. An individual Self-Funded Leave Agreement shall be completed by June 30.
- (e) The salary and any accrued interest shall be paid to the Member in the manner specified in the Self-Funded Leave Agreement governing the leave plan of that Member.
- (f) The individual self-funded leave accounts shall be administered and invested by the Superintendent of Business. Upon request, the Superintendent of Business will meet annually prior to June 15 with a representative appointed by the Bargaining Unit to review the operation of the plan and discuss the investment of the funds for the following school year. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31 including interest earned for the year.
- (g) While on self-funded leave:
 - i. the Member is entitled to participate, at the Member's own expense, in the insured benefit coverage as outlined in Article 8;
 - ii. Pension Plan contributions shall be continued, at the Member's own expense;

- iii. sick leave credits shall be retained but shall not accumulate.
- (h) If, for any reason, the Member finds it necessary to cause deferral of the year of leave, normally for one year, the Member shall have the option to leave the accrued monies in the plan and arrange for an alternate year of leave. Such request for deferral shall be with written notice to the Board by March 1st preceding the year of leave. Only one such request for deferral shall be granted.
- (i) A Member returning from a self-funded leave to active employment shall be reinstated to the position which the Member held prior to the leave. If the position no longer exists, the Member shall be placed in a comparable position in the system. Notwithstanding this provision, the Member's return to active employment is subject to Article 18 - Seniority, Layoff and Recall.
- (j) Should a Member be placed on Long Term Disability, die, resign from the Board, be laid-off under Article 18 - Seniority, Layoff and Recall, or decide to withdraw from the plan, the Employer shall pay to the Member's Estate or to the Member, as the case may be, within sixty (60) days, the amount of salary withheld up to that time along with any accrued interest.
- (k) A member who is approved for self-funded leave on or after January 1, 2002 and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative fee. This fee may be waived by the Superintendent of Human Resources Services (or designate) if there are extenuating circumstances which cause the Member to withdraw from the plan.
- (l) These self-funded leave provisions are subject to Revenue Canada requirements.

L9.10 General

It is understood and agreed that no combination of Extended Leave, Special Leave and Self-Funded Leave shall exceed two (2) years in any five (5) year period.

L10.00 - SICK LEAVE

L10.01 Each employee's bi-weekly electronic pay stub shall indicate the year-to-date balance remaining in their 11-day sick leave plan as of the end of the pay period noted. Each employee may review their usage of sick leave electronically.

L10.02 Deductions from a Member's accumulated sick leave for absences of less than a full day shall be pro-rated to the nearest half day.

L10.03 Medical Certificate

- (a) If an absence due to illness/injury extends beyond **five (5)** consecutive work days, a member shall provide a medical certificate from a duly qualified medical or dental practitioner, if requested.
- (b) For other absences, in extenuating circumstances and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate, in which case the Employer shall reimburse the member for the cost of the medical certificate.

- (c) In the event that a member participates in an Independent Medical Examination (IME) the member shall receive a copy of the IME report
- (d) Where there is an on-going absence due to illness/injury, the Director (or designate) may require the member to provide medical documentation from a duly qualified medical or dental practitioner. The practitioner's note certifying that the employee has been in his/her care shall indicate:
 - i) that the member is able to return to work on a full-time basis without restrictions, or
 - ii) that the member is able to return to work, with the nature and duration of any work restrictions described, or
 - iii) that the member is unable to return to work, and where possible, the date of the review of his/her patient's status.

The Employer shall reimburse the member for the cost of the medical documentation.

- (e) All medical documentation referenced above shall be stored in a secure location and in a completely confidential manner. Employer access to the medical file shall be limited to the Superintendent of Human Resources Services (or designate) and the Attendance and Disability Management Officer.
- (f) Except as required by law, information from a member's medical file shall be released only after the member has provided written consent.

L10.04 Accommodation

The employer shall notify the member of their right to union representation at any meeting where a return to work/accommodation program is being discussed.

L10.05 Workplace Safety and Insurance Act

If absence is due to an accident compensable under the *Workplace Safety and Insurance Act*, the period of absence charged against cumulative sick leave shall represent only the time equivalent of the cash supplement paid by the Employer and the top-up amount shall be for a maximum of four (4) years and six (6) months.

L10.06 Sick Leave is not available to augment benefits from Long-Term Disability.

L11.00 – RETIREMENT GRATUITY

Retirement Gratuities were frozen as of August 31, 2012. A Member 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:

L11.01 A retirement gratuity will be paid to any Member who has a minimum of ten (10) years of continuous service, immediately prior to retirement, with Trillium Lakelands District School Board and/or one of its predecessor Boards and who, upon retirement, qualifies for the immediate payment of a pension from the Ontario Teachers' Pension Plan or OMERS. For the purposes of the qualifying

period, an approved leave does not constitute an interruption of "continuous service". "Immediate payment of a pension" under this paragraph means the retiring Member will be eligible to receive a pension from the Ontario Teachers' Pension Plan or OMERS within six (6) months from the date of retirement, and written documentation from the Ontario Teachers' Pension Plan Board or OMERS will be provided to the Employer by the retiring Member. For clarity, a Member who is "eligible to receive a pension", but opts for the commuted value benefit, shall remain eligible for a retirement gratuity.

L11.02 (a) The gratuity shall be calculated as follows:

$$\begin{array}{ccc} \underline{A} & \times & \underline{N} \\ 200 & & 2 \end{array} = G$$

Where A = the Member's annualized earnings at the rate received by the Member immediately prior to retirement or death;

And N = the number of sick leave days accumulated while the Member was in the employ of the Board or one of its predecessor Boards, and remaining in the Member's sick leave account at the time of retirement, but not including those days transferred from another Board, municipality or Ministry of Education or from offices or agencies of the Ministry of Health or Ministry of Community & Social Services.

NOTE: Members who were previously employed by the Board or a predecessor Board, who did not have retirement gratuity entitlement prior to this Agreement, shall begin to accumulate sick leave credit for the purposes of retirement gratuity beginning September 1, 1999, and sick days accumulated prior to September 1, 1999 shall not be counted under "N" in the formula set out above. Similarly, sick days transferred from another Bargaining Unit or employment relationship with the Board shall not be counted under "N" above, if such days were not eligible for gratuity. It is understood that this clause shall not affect the total accumulated sick leave for any such Member, but only sick leave accumulated for retirement gratuity purposes. It is further understood that, for such Members, sick leave usage shall be charged first against pre-September 1, 1999 sick day accumulations.

And G = the gratuity to a maximum of one-half year's annualized earnings (including any allowances) at the rate received by the Member immediately prior to retirement or death.

(b) A Member may accumulate up to three hundred (300) days for retirement gratuity purposes, but if, at the time of death or retirement, the credit exceeds two hundred (200) days, only two hundred (200) days may be used in the formula in 11.02 (a).

L11.03 As per sub-section 180 (3) of the *Education Act*, a Member who elects to accept an offer from the Employer for a reduction in employment from full-time to part-time (including in the year preceding retirement or death) is entitled to a gratuity of up to one-half of the Member's full-time annual rate of earnings at the time of retirement or death.

L11.04 For the Employer's planning and budgeting purposes, six (6) months' notice of retirement will be given, except in the case of illness or unexpected circumstances where the notice requirement will be waived.

L11.05 A retirement gratuity will be paid to the Estate of a Member who dies while in the employ of the Board under the same terms and conditions as if the Member had retired in a normal manner.

L11.06 Payment will be made in:

- (a) a bulk payment to the Estate of the deceased Member within three (3) months of the death of the Member; or
- (b) at the discretion of the Member at any time in a bulk payment between September and June of the following school year; or
- (c) where the notice in paragraph 11.04 has not been met, at the discretion of the Member between six (6) and twelve (12) months from the date of retirement.

L12.00 - ACCESS TO EMPLOYEE FILES

L12.01 A member of the Bargaining Unit, upon written request, shall have access to all of the member's files in the presence of the Superintendent of Human Resources Services (or designate). The member shall have the right to obtain copies of any material contained in the files, to add information and to request correction or deletion of material. The member may be accompanied by an OSSTF representative.

The member may transfer, through written authorization, his/her rights under this clause to the President of the Bargaining Unit (or a designate from the Union Executive).

L12.02 Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation/non-disciplinary Letter of Expectation in a member's personnel file, the member may request that such disciplinary notation/non-disciplinary Letter of Expectation be reviewed. Such notation/non-disciplinary Letter of Expectation may be removed from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.

It is understood by the parties that disciplinary notation does not include performance appraisal reports.

L12.03 All documents of a disciplinary nature shall be maintained in the Board personnel file. The Board shall ensure that a member receives a copy of any disciplinary material placed in his/her personnel file.

L13.00 - GENERAL

L13.01 The Bargaining Unit shall notify the Employer, in writing, of the following:

- a) names **and preferred email addresses** 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; and
- c) address and phone number of the Bargaining Unit Office.

L13.02 By September 30th, and May 1st of each school year, the Employer shall provide to the Bargaining Unit President in writing a list of Bargaining Unit Members, including members on temporary assignment, showing the following:

- a)
 - i. name
 - ii. work location and assigned geographic region
 - iii. full time permanent entitlement
 - iv. member status active or inactive
 - v. start and end date of leave as applicable
 - vi. salary
 - vii. last date of hire
 - viii. job classification
- b) The Employer will advise the President of the Bargaining Unit in writing within ten (10) working days of any changes in member status as per a) above

With regard to the information above, the Bargaining Unit agrees to save the Board harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Bargaining Unit further agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its Members.

L13.03 The Employer will provide copies of all job postings by email to the Bargaining Unit president, at the email address provided in L13.01.

L13.04 The Federation may use bulletin boards, at mutually agreed worksites, for the purpose of posting notices related to matters of interest to the Federation/Bargaining Unit Members.

L13.05 The Bargaining Unit shall continue to have the use of the Employer's courier system, e-mail, phones and mail boxes for regular formal communication between the Bargaining Unit and Members in the Bargaining Unit.

L13.06 Any official correspondence related to this Collective Agreement to or from authorized representatives of the Federation/Bargaining Unit and to or from authorized representatives of the Employer shall be copied to the President of the Bargaining Unit and the Superintendent of Human Resources Services (or designate), as appropriate.

L13.07 Labour Management Committee

- (a) The Parties agree to participate in a Labour/Management Liaison Committee to discuss matters that are of concern to either Party which relate to the Bargaining Unit and Bargaining Unit members. It is understood that matters for discussion will not normally include, except with the mutual consent of the Parties, items that are being negotiated by the official Negotiating Committees or that are the subject matter of an active grievance. Matters for discussion could include, but are not limited to, concerns related to the Agreement, to the workplace environment and/or to changes in education policy which are being contemplated by the Employer.
- (b) The Committee will consist of up to three (3) Members of the Local and up to three (3) members of the Employer. While both Parties retain the right to name their representatives to the Committee, it is agreed and understood that the regular participants at meetings would normally be the President and Vice-Presidents (on behalf of the

Bargaining Unit) and the Superintendent of Human Resources Services (or designate) (on behalf of the Employer).

- (c) The Committee shall meet at least four times per year throughout the school year, normally in October, January, March and May, or as otherwise agreed. Such meetings will be scheduled in advance for the following school year, normally no later than June 30th of each year. Additionally, the Committee shall meet at the call of either Party upon fifteen (15) school days' notice or as otherwise agreed.
- (d) Both parties will endeavor to add items to the Labour Management agenda one (1) week prior to the scheduled meeting. The Parties will endeavour to provide responses to outstanding questions or concerns brought forward within two (2) weeks of the meeting in which they were raised.

L13.08 Copies of the Collective Agreement

The Employer shall post a copy of the Collective Agreement on the Board's intranet site within sixty (60) days of executing a new Agreement. The Employer shall also provide new Members with the name of the Bargaining Unit President and the address and phone number of the Bargaining Unit office when they are hired.

L13.09 No Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, participates in the lawful activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

L13.10 Just Cause

- (a) No permanent Bargaining Unit Member shall be disciplined, including disciplinary demotion, or discharged without just cause. A probationary employee may be dismissed at the sole discretion of the Board, subject to the principles of procedural fairness.
- (b) The Employer agrees to notify the Bargaining Unit President in writing within five (5) working days, when a Bargaining Unit Member is demoted, transferred, to be laid off, disciplined, put on review, suspended, or terminated for any reason.

L13.11 Temporary Employees

- (a) Temporary employees may be hired for a period of up to twelve (12) months to replace an employee who is absent because of illness, leave of absence, bereavement, time off in lieu of overtime, or vacation, or for a period of up to six (6) months in the case of special projects, relief work or to provide additional staffing during peak periods. Temporary employees may be hired for a period of up to twelve (12) months for special project funding not included in the GSNs. It is understood that the time periods noted above may be extended by mutual agreement.
- (b) Temporary employees are not subject to the terms of this Agreement, except as to:
 - i) Article 6 – Union Dues
 - ii) Article 7 – Salaries: paragraph 7.02
 - iii) Article 9 – Leaves: paragraph 9.06
 - iv) Article 12 – Personnel Files
 - v) Article 13 – General: paragraph 13.08 Copies of the Collective Agreement and

paragraph 13.09 No Discrimination,

vi) Article 14 – Grievance and Arbitration Procedure

vii) Article L21 – Code of ethics and standards of practice

viii) Article L22 – Professional Associations

(c) For greater clarity, the termination of a temporary employee due to the return of the Member being replaced, or because of the completion of the special project(s), shall not be considered disciplinary and shall not be grievable.

L13.12 Part-Time Employment

(a) Any permanent full-time Member of the Bargaining Unit who wishes a part-time appointment, on either a permanent or temporary basis, shall submit such request in writing to the appropriate Superintendent. Such request may be granted, subject to operational needs, and shall not be unreasonably denied.

(b) All part-time Members shall have all of the rights and privileges of this Collective Agreement unless otherwise stated.

L13.13 Professional Development

(a) The Parties agree that professional development for all Members should be encouraged.

The parties recognize that professional development should be linked to Ministry of Education Initiatives, Board initiatives, School Mental Health Initiatives, projects, school program initiatives, and other opportunities that align with the professional scope of the role.

(b) The Employer shall provide each Member with a minimum of three (3) days per year for the purposes of professional development. Participation in approved professional development activities shall be without loss of salary, benefits or sick leave.

(c) A Member who wishes to participate in a particular professional development activity under 13.13 (b) (above) shall submit a written request to the Member's supervisor. Such request shall be considered in an equitable manner, shall be in line with the professional scope of the role, and shall not be unreasonably denied. The Board shall reimburse the Member for approved costs of participating in the professional development activity, subject to the provision of receipts.

(d) A Member invited to participate in a conference or convention as a presenter shall, subject to consultation and approval of the appropriate Supervisory Officer or designate, be granted leave with pay for this purpose.

L13.14 Policies and Procedures

It is understood and agreed that the Employer will consult with the President or other authorized representative of the Bargaining Unit on the development of or revisions to Administrative Procedures pertaining to this bargaining unit. This shall include but not be limited to Administrative procedures related to protection from violence, contagious diseases, inclement weather, community agency partnerships, attendance support, and PSSP performance appraisal.

L13.15 Members shall be reimbursed, upon submission of appropriate documentation, to a maximum of one hundred dollars (\$100) for the cost of an annual Canadian Automobile Association membership (or that of another recognized roadside assistance plan).

L13.16 E.I. Insurable Hours

The daily hours of work for a full day assignment shall be **seven (7)** hours for E.I. reporting purposes.

L13.17 Health & Safety

The parties hereto recognize their responsibilities under the *Occupational Health & Safety Act*.

L13.18 Pay Equity

The Board will consult with the Bargaining Unit President regarding the implementation of the Pay Equity Act as it applies to this bargaining unit.

L13.19 School and office location Assignment Process

- a) School assignments shall be determined by the Employer with consideration given to:**
 - i) Data reflecting student, school and system needs**
 - ii) Voluntarily submitted member preference forms completed by members by April 1st for the upcoming school year.**
 - iii) Workload informed by the following data collected for the period of September 1 to April 1 of the current school year:**
 - 1) Referral and caseload number by school or practitioner as applicable for all PSSP job classes.**
 - 2) Intervention data for Mental Health Counsellors**
 - 3) Number of external IPRC reviews.**
- b) The employer will provide the data listed in L13.19a to the Bargaining Unit President by April 30th of the current school year.**
- c) Members will be assigned by the employer to an office location within their assigned geographic region as defined in L18.15. Office location shall be assigned by the employer with due regard given to minimize travel. Office location shall refer to the school/worksites that a member is assigned to for reporting purposes.**
- d) The employer will ensure the following are included in the assigned office location:**
 - i) Professional office desk and chair**
 - ii) Secure lockable filing cabinet**
 - iii) Phone extension**
 - iv) Laptop**
 - v) Cell phone.**

The Employer will ensure that when members are working at their office location or in their assigned schools, members have access to a private and confidential space conducive to conducting regulated work (e.g., standardized assessments, individual and group counselling sessions, parent/family meetings, confidential phone calling).

- e) Members shall be notified of their school assignments and office location for the following school year by June 15th with notification copied to the President of the Bargaining Unit.**

Any changes to school assignment or office location will be discussed at a Labour Management Meeting prior to being implemented.

L13.20 Restructuring Process

- a) For the purposes of this Article, "restructuring" means any re-organization of the structure under which the Employer delivers its services which directly affects PSSP employees in the following manner:
 - i) The reduction of the number of permanent employees within a job classification in one annual staffing year.
 - ii) The addition, or proposed addition, of a new job classification within the Bargaining Unit.
 - iii) The amalgamation of two or more job classifications within the Bargaining Unit.
 - iv) The elimination of a job classification.
- b) The Bargaining Unit will be provided a minimum of sixty (60) calendar days notice of any intention to restructure as set out in Article L13.20 (a).
- c) When the Employer has determined to restructure or decided to investigate the merits of a restructuring, it shall provide the Bargaining Unit a rationale for restructuring and provide the Bargaining Unit with the opportunity to:
 - i) Provide input for a new service delivery model
 - ii) Suggest implementation strategies, and/or
 - iii) Suggest alternatives to layoff.

L14.00 - GRIEVANCE AND ARBITRATION PROCEDURE

L14.01 Definitions

- (a) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- (b) The "Parties" shall be defined as the Bargaining Unit and the Board.
- (c) A "day" shall mean a regular work day unless otherwise indicated.

L14.02 A Member shall have the right to have present a representative from OSSTF to assist the Member at any stage in this grievance and arbitration procedure.

L14.03 Informal Complaint Stage

An individual Member may discuss a complaint with the Member's immediate supervisor, in an attempt to resolve issues prior to accessing the grievance procedure.

L14.04 Grievance Procedure – Individual, Group and Policy Grievances

In the case of a grievance by the Bargaining Unit on behalf of one of its Members or a group of Members, and all grievances by a Party, including a policy grievance, the Party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

The Party making the grievance may initiate a written grievance within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known, to the Director (or designate), or President of the Bargaining Unit (or designate), as the case may be, who shall meet with the authorized representative of the Bargaining Unit and answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Bargaining Unit, or the Director (or designate) as the case may be.

Step 2

At the request of either Party, the Director or designate shall convene a meeting with up to three (3) members representing the Board and up to three (3) members representing the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the Step 1 response. The Director (or designate) or the President of the Bargaining Unit, as the case may be, shall answer the grievance in writing within five (5) days of the meeting.

Step 3

If the reply of the President of the Bargaining Unit (or designate) or the Director (or designate), as the case may be, is not acceptable to the Party making the grievance, that Party may then apply for arbitration within twenty (20) days of the receipt of the reply.

L14.05 Grievance Mediation

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 a resolution is to be reached.

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 were frozen.

The fees for the mediator shall be shared equally by the Parties.

L14.06 Arbitration

A written referral to arbitration may be made by either Party. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an arbitrator within ten (10) days of the referral, the appointment shall be made by the Ministry of Labour, upon the request of either Party.

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The referral to arbitration shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the referral shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of

the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time specified, the appointment shall be made by the Minister of Labour upon the request of either Party.

- L14.07 The single Arbitrator or Board of Arbitration may substitute such other penalty in a discipline or discharge case as to the single Arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.
- L14.08 The single Arbitrator or Board of Arbitration shall not be authorized to alter, modify, amend or add to this Collective Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- L14.09 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties.
- L14.10 No person may act as a Member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- L14.11 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.
- L14.12 Time restrictions may be extended if mutually agreed in writing.
- L14.13 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.
- L14.14 The terms of settlement of any grievance at any step shall be set out in writing and signed by the authorized representatives of the Parties.
- L14.15 The Federation and Bargaining Unit acknowledge that its officers, as well as Members of the Bargaining Unit who may be involved, will not leave their regular duties for the purpose of presenting, discussing, or investigating grievances, or for the purpose of conducting any business on behalf of the Bargaining Unit, without first informing their immediate supervisor.
- L14.16 The time limits fixed for the grievance procedure under this Collective Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties. This paragraph does not preclude the application of Section 48, Sub-section 16 of the Labour Relations Act.

L15.00 - NEW POSITIONS

- L15.01 In the event that the Employer creates a new position within this Bargaining Unit, it shall inform the Union of the job description **and follow the process for restructuring outlined in L13.20 (Restructuring Process).**
- L15.02 The wage rate assigned to any new position shall be **subject to the Terms of Reference – Pay Equity Process.** In accordance with the Gender Neutral Comparison System which is based on the OSSTF Pay Equity Job Evaluation System and which has been modified by the Parties for use at Trillium Lakelands District School Board.

L16.00 - PROBATIONARY MEMBERS

- L16.01 All new Members shall serve a probationary period of ten (10) calendar months, commencing with the date of hire.

L16.02 It is understood that for Members who have completed a minimum of six (6) months of their probationary period, for the purpose of determining lay-off/recall only as specified in clause 18.08, their seniority date shall be deemed to be their hire date to their probationary position. Upon recall, the probationary Member shall successfully complete the remainder of their probationary period prior to gaining full seniority rights.

L16.03 The probationary period shall be automatically extended for any periods of absence in excess of one month. The extension shall be equal to the number of days absent retroactive to the date of hire.

L16.04 A probationary Member will receive, upon request within the first six (6) months of employment, formative guidance from a Supervisor in order to support the Member in meeting the expectations of the position.

L17.00 - FEDERATION LEAVE

L17.01 The Employer shall grant paid leave of absence for Federation activities subject to the following conditions:

- (a) the Federation shall make the request in writing at least **three (3) days** in advance of the leave;
- (b) leave will not be granted to more than two (2) employees at the same time, however for the purpose of local bargaining with the Board, leave will be granted for up to four (4) employees at the same time;
- (c) the maximum amount of Federation leave shall be up to twenty (20) employee-days in any calendar year.
- (d) In addition to the days in L17.01 (c), an additional ten (10) days of Federation Leave will be granted per round of local bargaining. When accessing these days, the Federation will identify this provision of the collective agreement in the request noted in (a) above.
- (e) the request requirement in 17.01 (a) of **three (3) days** notice may be reduced or waived with the concurrence of the Superintendent of Human Resources Services (or designate).
- (f) it is understood that the granting of a leave of absence for Federation activities under this paragraph 17.01 will be in accordance with paragraph 14.15 of this Agreement.
- (g) Leaves granted under this paragraph 17.01 shall be without loss of salary, benefits, sick leave or any other rights or benefits that would otherwise accrue to the Member.

L17.02 Federation Leave (for Local or Provincial Office)

- (a) The Employer shall grant a leave of absence, if requested, for the period of the term of office, to a Bargaining Unit Member who is elected to the office of President of the Bargaining Unit or to an elected position at the Provincial OSSTF, or to a Member seconded to Provincial OSSTF.
- (b) Subject to Article 18 - Seniority, Layoff and Recall, at the end of the period of the leave of absence, the employee shall return to the same position held immediately prior to the commencement of the leave of absence, if it still exists, or to a comparable position, if it does not.

- (c) It is understood that leaves granted under this paragraph 17.02 shall be without loss of salary, benefits, sick leave, seniority or any other terms or conditions of this Agreement that would otherwise accrue to the Member.
- (d) The OSSTF shall reimburse the Board for all costs associated with a leave under this paragraph 17.02.

L17.03 Board Committees

Where Bargaining Unit Members are required, on behalf of the Bargaining Unit and other than as part of their regular duties, to sit on a Board Committee which meets during the Member's work day, leave will be granted for this purpose, subject to paragraph 14.15, and such leave shall be in addition to what is specified in paragraph 17.01.

L18.00 – SENIORITY, LAY-OFF & RECALL

- L18.01 Seniority shall be defined as the length of continuous service from the last date of hire into a permanent position in the Bargaining Unit with the Board, and shall include continuous service with a predecessor Board. Seniority accumulates at the same rate for all employees, including those with less than a full assignment.
- L18.02 A probationary Member will not be placed on the seniority list until the Member has completed the probationary period as stated in Article 16. After completion of the probationary period, the seniority of the Member shall be dated back to the last date of hire into the permanent position.
- L18.03 A seniority list shall be established and maintained by the Board listing all permanent Members by name and last date of hire into a permanent position with the Board. The list shall be arranged from most senior to most junior Member, and shall be sent to the Bargaining Unit President in January of each year.
- L18.04 In compiling the seniority list, ties shall be broken as follows:
 - (a) if two (2) or more Members have the same seniority credit, the Member with the most Bargaining Unit experience with the Board shall be considered the most senior;
 - (b) if still tied, the Member with the most total permanent experience with the Board shall be considered the most senior;
 - (c) if still tied, the seniority standing of the Member shall be determined by a method of lot mutually agreed upon by the Board and the Bargaining Unit.
- L18.05 Seniority shall not be interrupted if a Member accepts a temporary assignment or probationary appointment outside the Bargaining Unit of twelve (12) months or less in duration. The Member shall continue to pay Federation dues for the duration of such assignment/appointment.
- L18.06 It is understood and agreed that seniority is not interrupted by any of the following:
 - (a) part-time employment in the Bargaining Unit;
 - (b) absence due to illness or injury while on WSIB;
 - (c) approved leaves of absence as provided for in this Agreement;
 - (d) vacations and/or holidays;
 - (e) lay-off.

L18.07 A Member shall lose seniority standing under the following conditions:

- (a) if the Member terminates employment with the Board;
- (b) if the Member is discharged for cause;
- (c) if the Member fails, after a lay-off, to return to work within ten (10) working days after the Board has given the Member notice of recall by registered mail, unless an extension is granted by the Board due to an emergency or other reason;
- (d) if a Member is laid off by the Board and has exhausted all rights of recall under this Article;
- (e) if the Member accepts a permanent position with the Board outside the Bargaining Unit, after a trial period of twelve (12) months.

L18.08 Should the Employer determine that lay-offs are necessary for any reason, the lay-off shall be made in reverse order of seniority, provided the next most senior Member has the ability to perform the job.

L18.09 A Permanent Member on lay-off shall continue to accumulate seniority.

L18.10 A Member on lay-off shall be eligible for recall for twenty-four (24) months following the date of lay-off, after which time there are no further employment entitlements.

L18.11 Members are entitled to recall to vacant positions in the Bargaining Unit in order of seniority, subject to having the qualifications and ability to perform the duties of the vacant position. If a Member is recalled to permanent staff from lay-off, the Member's sick leave shall be reinstated at the level accumulated as of the date of lay-off.

L18.12 Subject to paragraph 18.11, there shall be no external hiring for Bargaining Unit positions until such time as all Members on lay-off have been recalled, or offered a recall opportunity.

L18.13 All Members eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.

L18.14 When a position becomes available, the Employer shall attempt to contact the Member being recalled by telephone, and shall offer the position by registered mail directed to the employee's last known address.

L18.15 In the event that the application of these lay-off and recall provisions would result in a Member being reassigned to an office location in another geographic region, then that Member may decline the reassignment and opt for lay-off. The geographic regions of the Board, for the purposes of this Article are as follows:

- (a) Haliburton County;
- (b) District of Muskoka;
- (c) City of Kawartha Lakes.

L19.00 – TRANSFERS AND JOB POSTINGS

L19.01 (a) When a permanent vacancy in an existing job classification occurs which the Employer intends to fill, the vacancy shall, prior to an external posting, be made available to existing members of the bargaining unit in the same job classification through a voluntary transfer process, as follows:

(i) The permanent vacancy will be shared with the bargaining unit and members will be provided two (2) working days to indicate in writing their request for voluntary transfer to the vacant position.

(ii) If an existing bargaining unit member in the same job classification as the vacant position expresses an interest in the position, a voluntary transfer will take place.

(iii) If two or more existing bargaining unit members in the same job classification as the vacant position express an interest in the position, the Board shall base its decision on the applicants' qualifications and skill level to perform the duties of the position. If qualifications and skill level are relatively equal, the Board shall select the candidate with the highest seniority.

(b) A member who has been placed "on review" as a result of a performance appraisal procedure shall be ineligible to be considered under 19.01 (a).

L19.02 After the voluntary transfer process in L19.01 (a) has been completed, a copy of the posting for the resulting vacant position shall be provided to the Bargaining Unit President or designate and to each Bargaining Unit Member via the Board's internal e-mail system, simultaneously with external advertising.

L19.03 Where a new position to the Bargaining Unit is created as per L.15, a copy of the posting shall be provided to the Bargaining Unit President or designate and to each Bargaining Unit Member via the Board's internal e-mail system, simultaneously with external advertising.

L19.04 The postings shall contain the following information:

- geographic region
- work location
- job title
- the salary range or anticipated salary range, in the case of new positions
- tentative starting date
- general requirements of the position, including qualifications
- to whom applications are to be sent
- due date for application

L19.05 An existing Bargaining Unit Member in a different job classification with the required qualifications who applies to the posting, shall be granted an interview before external candidates.

L19.06 The Board shall notify the successful candidate within one (1) day of the selection decision and notify the unsuccessful candidates within two (2) days of the final selection and acceptance by the candidate for the position. If requested within five (5) working days, the unsuccessful internal candidate shall be entitled to a debriefing.

L19.07 a) Upon hire the member will be assigned to one of the Board's geographic areas as defined in Article 18.15

b) No Member may be transferred outside their assigned geographic area (as defined in Article 18.15) without their consent.

L19.08 When a position has been vacant for 6 weeks, the Superintendent of Human Resources Services or designate shall inform the President of the Bargaining Unit about the status of the hiring process and provide the Bargaining Unit the opportunity to give input regarding the coverage plan. If the

coverage plan involves a redistribution of school/work assignments, then the redistribution will be reviewed by the parties prior to the end of the third month of vacancy.

L20.00 - LIEU TIME

L20.01 Any Member who is required, and has consented, to work outside of the work year specified in paragraph 7.06 or outside the workday shall be given equivalent time in lieu or pay in lieu of time, as mutually agreed by both the Member and the immediate supervisor prior to commencement of the work. For clarity, any work outside of the work year or work day requires pre-approval from an immediate supervisor. **All pre-approved lieu time will be recorded and signed by both the Member and the immediate supervisor and forwarded to Human Resources Services on a monthly basis.**

L20.02 Any time taken in lieu shall be taken at a time that is mutually agreeable to both the Member and the immediate supervisor.

L20.03 In recognition of Members' job responsibilities, the Board shall provide each Member with one (1) non-cumulative float day per calendar year, subject to the following provisions:

- a) the float day shall be pro-rated for part-time Members;
- b) the scheduling of the float day is subject to a minimum of two (2) weeks' notice to the immediate supervisor and shall be mutually agreed

L21.00 – CODE OF ETHICS AND STANDARDS OF PRACTICE

L21.01 The Parties recognize that members are professionally obligated to adhere to the Code of Ethics and Standards of Practice and Regulations of their respective professional colleges.

The Bargaining Unit will make every effort to notify the board of substantive changes to the Standards of Practice and Regulations of their respective professional colleges.

L22.00 – PROFESSIONAL ASSOCIATIONS

L22.01 The Parties recognize the benefit of voluntary membership in professional associations.

L23.00 - DURATION AND RENEWAL

L23.01 The effective period of this Agreement shall be September 1, 2022 to August 31, 2026 inclusive.

L23.02 This Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect in accordance with the applicable provisions of the Ontario Labour Relations Act and the Education Act.

L23.03 No changes can be made to this Agreement without the mutual written consent of the Parties.

LETTER OF UNDERSTANDING

- between -

The Ontario Secondary School Teachers' Federation
(hereinafter called the "Union")

representing

The Professional Student Services Personnel,
District 15 Trillium Lakelands
(hereinafter called the "Bargaining Unit")

- and -

Trillium Lakelands District School Board
(hereinafter called the "Employer")

Re: Criminal Reference Checks

Pursuant to Regulation 521/01 of the Education Act:

IT IS THEREFORE UNDERSTOOD and agreed that:

1. The Trillium Lakelands District School Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 of the Education Act (or any subsequent regulation or law) shall be stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources Services and the Human Resources Services Department staff, although this does not preclude consultations with appropriate officials under paragraph 2, below.
2. The Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act (or any subsequent regulation or law) without the permission of the employee except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel.
3. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the Education Act, or any subsequent regulation or law.
4. The Board shall consult with the Bargaining Unit regarding any changes to the Board's policy or operating procedure with respect to criminal record checks, as well as any changes the Board makes to the electronic offence declaration form.
5. This Letter of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 14.

Dated at the _____ this ____ day of _____, _____

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

- between -

The Ontario Secondary School Teachers' Federation
(hereinafter called the "Union")

representing

The Professional Student Services Personnel,
District 15 Trillium Lakelands
(hereinafter called the "Bargaining Unit")

- and -

Trillium Lakelands District School Board
(hereinafter called the "Employer")

Re: Job Security

For the duration of this Collective Agreement, no Bargaining Unit member employed as of December 20, 2005 shall be declared redundant or have their hours of work reduced as a result of the Board contracting out services normally provided by Bargaining Unit members.

This Letter of Understanding is grievable in accordance with Article 14 of the Collective Agreement.

Dated at the _____ this ____ day of _____, _____

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

- between -

The Ontario Secondary School Teachers' Federation
(hereinafter called the "Union")

representing

The Professional Student Services Personnel
District 15 Trillium Lakelands
(hereinafter called the "Bargaining Unit")

- and -

Trillium Lakelands District School Board
(hereinafter called the "Employer")

Re: Additional Federation Release

The Bargaining Unit and the Employer agree that for the duration of this collective agreement, in addition to the Federation leave defined in L17.01, the bargaining unit may access up to an additional fifteen (15) employee-days of leave for Federation activities in any calendar year subject to the following conditions:

- A) The bargaining unit will reimburse the board for 100% of all costs, including salary and benefits (including statutory benefits).
- B) Leaves granted under this paragraph shall be without loss of salary, benefits, sick leave or any other rights or benefits that would otherwise accrue to the Member.

Dated at the _____ this ____ day of _____, _____

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

- between -

Trillium Lakelands District School Board
(hereinafter referred to as the "Employer" or the "Board")

- and -

Ontario Secondary School Teachers' Federation, District 15
representing

The Professional Student Services Personnel of Trillium Lakelands District 15
(hereinafter referred to as the "Bargaining Unit" or "Federation")

RE: Members taking both Pregnancy and Parental Leave

In accordance with Memorandum of Understanding #4 Re: Supplementary Employment Benefits and Employment Insurance (EI) of the agreement reached by the central parties on April 20, 2020 which states that by January 1, 2021 the obligation outlined in the 2018:B05 Ministry of Education Memo shall be in place, effective January 1, 2021, the Board shall pay SEB payments in accordance with Letter of Agreement # 9 under Part A and Article L9.06 (e) Supplemental Employment Benefit Plan (S.E.B.) – Pregnancy Leave of the Collective agreement to eligible employees upon receipt of the appropriate supporting documentation as follows:

Week 1: 100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.

Week 2 – 8: The member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.

Week 52: After the eight (8) weeks of top-up noted above, the Board will pay the equivalent of one (1) week of the member's gross E.I. amount in week 52 provided that the Member remains on parental leave.

Dated at the _____ this ____ day of _____, _____

For the Employer

For the Bargaining Unit

Dated at the City of Kawartha Lakes, Ontario this

day of

June, 2024

On behalf of the TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

Colleen Wilcox – Chairperson

Wes Hahn – Director of Education

On behalf of PROFESSIONAL STUDENT SERVICES PERSONNEL OF TRILLIUM LAKELANDS DISTRICT 15:

Noreen Sharpe, Chief Negotiator

Stefani Burosch, Bargaining Unit President