

Collective Agreement

Between

The Thames Valley District School Board

and

Continuing Education Instructors

(Represented by)

Ontario Secondary Teachers' Federation

Term of Agreement:

2022 September 01

to

2026 August 31

We build each student's tomorrow, every day

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Act of Nature		L10.2(c)
Amendment During Life of Agreement	C2.0	L4.0
Benefits	C10.00	
Bereavement Leave	Letter #11	L10.2 (b)
Care Day		L10.2 (f)
Central Labour Relations Committee	C4.00	
Copies of the Collective Agreement		L7.9
Correspondence		L8.1
Critical Illness Leave	C11.1	
Definitions	C3.00, C5.1	L3.0
Discipline		L19.0
Discrimination		L14.0
Employment Premium Rebate		L7.6
Family Medical Leave	C11.1	
Grievance/Mediation/Arbitration Process	C3.00, C5.00	L9.0
Health and Safety	Letter #3	L24.0
Holiday Pay	Letter #5	L20.1
Job Security	Letter #2	L16.0
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PART A – CENTRAL ARTICLES

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.

(See also Local Article [L4.0](#) for Local Agreement Amendments)

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

(See also Local Article [L3.0](#))

[To Alphabetical Chart](#)

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.

(See also Local Article [L9.0](#) for Grievance/Mediation/Arbitration Process)

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 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.

(See also [Letter #1](#) and Local [Article L10.1](#) for Sick Leave)

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.

[To Alphabetical Chart](#)

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.

(See also [Historical Letter #9](#) for Retirement Gratuities)

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 (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

Walking: <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>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i>	<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 <i>(Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>			
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: dd mm yyyy			
Completing Health Care Professional Name: (Please Print)			
Date:			
Telephone Number:			
Fax Number:			
Signature:			

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as of November 30, 2023. The FTE number is to be agreed to by the Parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of the date of November 30 2023, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. School closure and/or school consolidation; or
 - d. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to 2. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.
4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of November 30 2023.
5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;

- c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
- 6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
- 7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs and ECEs
 - c. Administrative Personnel
 - d. Custodial Personnel
 - e. Cafeteria Personnel
 - f. Information Technology Personnel
 - g. Library Technicians
 - h. Instructors
 - i. Supervision Personnel (including child minders)
 - j. Professional Personnel (including CYWs and DSWs)
 - k. Maintenance/Trades
- 8. Any and all existing local collective agreement job security provisions remain.
- 9. This Letter of Agreement expires on August 30, 2026.

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Additional Professional Development / Activity (PD/PA) Day

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: Learning and Services Continuity and Sick Leave Usage Task Force

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

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

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

The task force will:

1. explore data and best practices relating to sick leave initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
 - a. utilization of the sick leave and short-term disability plans;
 - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: EW LTD Sub-Committee

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

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

1. Within thirty (30) days of a central agreement reached through ratification or arbitration award, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:
 - Up to two (2) selected by and representing the Crown;
 - Up to four (4) selected by and representing the CTA/CAE; and
 - Up to six (6) selected by and representing OSSTF/FEESO.
2. The sub-committee shall meet, on a without prejudice basis, to examine the feasibility of establishing an EW LTD insurance plan for OSSTF/FEESO Education Workers, with the goal of establishing efficiencies for the premium payors. The mandate of the committee is to establish if there are potential provincial EW LTD level plan(s) that would establish efficiencies for the premium payors as compared to the current individual plans. The subcommittee will also consider impacts of any changes on existing plans. The EW LTD Sub-Committee shall make a recommendation, by consensus, back to the Central Labour Relations Committee.
3. Any Party to the sub-committee may invite outside experts such as Eckler, OTIP, Manulife or others to provide support to the sub-committee.

4. Starting in the 2024-2025 school year, the sub-committee shall meet at least three (3) times per year during this collective agreement unless by mutual agreement.
5. The sub-committee shall make its recommendations to the Central Labour Relations Committee, no later than August 31, 2026.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance

The Parties agree that Short Term 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.

PART B – LOCAL ARTICLES

L1.0 PURPOSE AND RECOGNITION

- L1.1 It is the intent and desire of both parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment and other matters that have been agreed to by the parties.
- L1.2 This agreement shall apply to all Employees in the Bargaining Unit defined in the certificate issued by the Ontario Labour Relations Board, that is all Continuing Education Instructors, save and except Administrators and Coordinators and persons above that rank within the Thames Valley District School Board of Education.
- L1.3 The Employer recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the exclusive bargaining agent for all Employees in the Bargaining Unit defined in Article L 1.2.
- L1.4 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF 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.

L2.0 REPRESENTATION

- L2.1 The Board recognizes the right of O.S.S.T.F. to represent an employee at the employee's request at any meeting when the conduct or competence or attendance of the employee is being considered. The Board shall notify the employee of the right to Federation representation.
- L2.2 At negotiations for the renewal of this Agreement, the Board shall recognize and meet with a negotiating committee of the Bargaining Unit composed of not more than five (5) Employees employed by the Board and the Bargaining Unit's Chief Negotiator. The parties may have the assistance of such advisors as they may deem necessary from time to time.
- L2.3 The Bargaining Unit shall keep the Board informed as to the members of its Negotiating Committee, the President of the Bargaining Unit or designate, and Bargaining Unit Executive.
- L2.4 The members of the Bargaining Unit's Negotiating Committee, the President of the Bargaining Unit or designate or Bargaining Unit Executive shall not leave their regular duties as an Employee without first obtaining the permission of the Principal of Continuing Education. It is understood that the Bargaining Unit representatives will not absent themselves from their regular duties unreasonably.
- L2.5 Members of the Bargaining Unit Negotiating Team who spend work days negotiating or on a grievance committee shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this Agreement.

- L2.6 The Bargaining Unit shall be entitled to up to twenty (20) equivalent days leave per year to be taken in blocks of not less than one-half (½) days in order to conduct Union business. The Bargaining Unit shall reimburse the Board for the costs of the leave. The Bargaining Unit shall reimburse the Board for the costs of the leave at the group rate of pay which is applicable to temporary employees when the member is replaced. Leave shall be taken by Bargaining Unit Executive members with the written authorization of the Bargaining Unit President or designate. Such leave shall be scheduled at a time mutually agreeable to the Employee and the Superintendent of Human Resource Services or designate. The Employee shall suffer no loss of pay, benefits, seniority or any other rights and privileges under this Agreement for such leave.
- L2.7 The Board shall grant up to full-time leave of absence for the period of term of office to the President of the Bargaining Unit and to any member serving as an officer of District 11, OSSTF. The Bargaining Unit shall reimburse the Board for the costs of the leave at the group rate of pay which is applicable to temporary employees when the member is replaced. The Employee shall suffer no loss of pay, benefits, seniority or any other rights and privileges under this Agreement for such leave. The Employee shall return to the position held prior to the Union leave.
- L2.8 The Joint Staffing Committee shall consist of four (4) representatives of the Employer and four (4) representatives of the Bargaining Unit. The Committee shall meet before the commencement of the school year and up to three (3) additional times throughout the year to monitor the assignment of hours to all members of the Bargaining Unit (LBS, ESL/FSL, and IL) and the assignment of non-instructional duties. Any disagreements concerning assignments or the application of [Article L15](#) (Assignment and Transfer) or [Article L17](#) (Layoffs and Recall) shall be referred to the Mutual Concerns Committee for resolution if they cannot be resolved at the Joint Staffing Committee meeting.
- L2.9 The Mutual Concerns Committee shall consist of not more than five (5) representatives of the Employer and five (5) representatives of the Bargaining Unit. The Committee shall meet to discuss any matters which are of concern to the Bargaining Unit or the Employer. The Committee shall meet five (5) times per year at times mutually agreed upon and at other times as required.
- L2.10 No Bargaining Unit representative will suffer a loss of pay as a result of attending a Joint Staffing or Mutual Concerns Committee meeting. The meetings shall occur during paid instructional work hours but not during non-instructional work hours.
- L3.0 DEFINITIONS**
- L3.1 "Continuing Education Instructor" means a person employed to provide instruction in a Continuing Education Non-credit course or class of English As A Second Language (ESL), French As A Second Language (FSL), Literacy and Basic Skills (LBS), International Languages (IL) and Swimming.
- L3.2 "O.S.S.T.F." or "the Union" means the Ontario Secondary School Teachers' Federation.
- L3.3 "O.S.S.T.F., District 11" means the Employees represented by O.S.S.T.F. employed by the Thames Valley District School Board.

- L3.4 “O.S.S.T.F., District 11 Continuing Education Instructors Bargaining Unit” or “the Bargaining Unit” means the bargaining unit comprised of all Employees covered by this Agreement.
- L3.5 “Permanent Employee” means any Employee who has successfully completed the probationary period.
- L3.6 “Employer” or “the Board” means the Thames Valley District School Board.
- L3.7 “Full-time Employee” means an Employee who is regularly scheduled to work twenty-five (25) or more hours per week.
- L3.8 “Part-time Employee” means an Employee who is regularly scheduled to work less than twenty-five (25) hours per week.

(See also Central [Article C3.00](#) for Definitions)

L4.0 LOCAL AGREEMENT AMENDMENTS

- L4.1 No changes can be made to this Local Agreement without the mutual written consent of the parties. Any such change must be ratified by the parties, as determined by their respective bargaining procedures.
- L4.2 All attachments to this Collective Agreement form an integral part of the agreement and are grievable and arbitrable in accordance with [Article L9](#) (Grievance and Arbitration Procedure).

(See also Local [Article L16.0](#) for Job Security and see Central [Article C2.0](#) for Length Of Term/Notice To Bargain/ Renewal)

L5.0 STRIKE AND LOCKOUT

- L5.1 There shall be no strike or lock-out during the life of this Agreement. The terms “strike” and “lock-out” shall be as defined in the Ontario *Labour Relations Act*.
- L5.2 In the event of a labour dispute between the Employer and another bargaining unit the parties shall meet to discuss Employees’ duties during the dispute.

L6.0 MANAGEMENT RIGHTS

- L6.1 The Parties recognize the right and obligation of the Employer to exercise its management rights and functions including the right and obligation of the Employer to manage the affairs of the Employer in all respects and to carry out such responsibilities of the Employer which are not specifically abridged or amended or limited by the terms of the agreement and which are in compliance with the prevailing statutes and regulations.
- L6.2 The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of the Agreement and shall be subject to the right of the Employee and/or the Bargaining Unit to lodge a grievance as set forth herein.

- L6.3 Any changes in the Employer's rules, regulations or policies affecting Employees covered by this Agreement shall be sent to the Bargaining Unit upon implementation.
- L7.0 UNION SECURITY**
- L7.1 All Employees shall as a condition of employment, maintain membership in the Union if they are presently a member. All new Employees shall as a condition of employment, join the Union and remain a member in good standing.
- L7.2 On each pay date which an Employee receives a pay the Employer shall deduct from each Employee the OSSTF dues and any levies chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forward in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L7.3 The OSSTF dues deducted in accordance with L7.2 shall be remitted to the Treasurer of the OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their SIN numbers and the amount deducted, the hourly rate and hours worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- L7.4 Levies specified by the Bargaining Unit in accordance with L7.2, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 11 no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their SIN numbers, the amounts deducted, the hourly rate and hours worked, and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- L7.5 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
- L7.6 If applicable, the Employer shall return prior to July 30 to the Bargaining Unit the Federal Employment Premium Rebates to which the individual Bargaining Unit members are entitled for the previous twelve (12) months.
- L7.7 In returning these monies to the Bargaining Unit, under Article L7.6 the Bargaining Unit holds the Employer harmless with respect to any individual grievances filed by a member of the Bargaining Unit with respect to these funds.
- L7.8 (a) By October 15th of each year, the Employer will provide the Union with a report from the Employer's Human Resource Services Information System which contains a current list of names, home addresses, home telephone numbers, work locations, job classifications and entitlement hours of Employees covered by this agreement unless prevented by any applicable legislation.
- (b) The Employer shall notify the Union in writing, by the 10th day of the following month, of all appointments, hirings, transfers, layoffs, recalls and terminations of employment

and retirements, concerning Employees covered by this agreement during the previous month.

- (c) The Employer shall advise the Bargaining Unit of all job postings and leaves of absence exceeding one (1) month.
- (d) At written request, the Employer will provide up to three times a year a set of labels for all Employees at a cost of \$50.00 per occasion.

- L7.9 The Employer will be responsible to post an electronic copy of the collective agreement that is accessible to all employees of the Bargaining Unit.
- L7.10 The Employer shall provide contact information for the Bargaining Unit President as provided by the Union to each newly hired Continuing Education Instructor.
- L7.11 With the prior permission of the Employer, the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.

L8.0 MISCELLANEOUS

- L8.1 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of or in connection with this Agreement shall be between the Superintendent of Human Resources or designate and the President of the Bargaining Unit or designate.
- L8.2 Bulletin board space will be provided at the work location on Board property of each Employee for the use of the Bargaining Unit. Bargaining Unit communication will be posted exclusively to this space.
- L8.3 Where Employees are directed by their Principal or Coordinator to be in attendance on non-instructional days or at meetings outside of assigned paid time, the Employees shall be paid their normal rate of pay for that time.
- L8.4 Notwithstanding any other programs provided for Employees, the Board shall provide in advance, information of System Professional Activity Day schedules and activities. Employees may register and participate in such activities on a voluntary basis and at no cost to the Board, subject to obtaining the prior approval of the Superintendent of Human Resource Services or designate.
- L8.5 An Employee shall have access to their personnel file upon making prior request and shall be accompanied by a representative of the Employer and a representative of the Bargaining Unit if requested by the Employee.
- L8.6 The Board shall provide adequate insurance protection for Employees against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Employees covered by this Agreement.

- L8.7 Employees required and authorized to use their own vehicle on behalf of the Board shall be reimbursed in accordance with the Board's policy.

(See also [Letter #4](#) for Professional Activity Day/Professional Development)

L9.0 GRIEVANCE AND ARBITRATION PROCEDURE

- L9.1 An Employee who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement may discuss the complaint with the immediate Supervisor. Such a complaint shall be brought to the attention of the immediate Supervisor within twenty (20) days after the Employee becomes aware or should have been aware of the circumstances giving rise to the complaint. The Employee and immediate Supervisor shall complete their informal discussions within five (5) days. Failing resolution of the complaint by informal discussion, the Employee may request the Union to lodge a grievance as provided for herein.

Step One

The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The signed grievance shall be sent to the Superintendent of the appropriate department within twenty (20) days of the Employee becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Superintendent or designate will meet jointly with the grievor and the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent or designate shall forward a written decision to the Bargaining Unit Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources or designate, refer the matter to the Superintendent of Human Resources or designate. If referred to a designate, the designate shall not be the same individual who may have acted as a designate under Step One. The Associate Director, Organizational Support Services or designate shall meet with the Union Representative(s) within ten (10) days of receipt of the written request to discuss and endeavour to solve the problem. The Superintendent of Human Resources or designate shall answer the grievance in writing within fifteen (15) days of the meeting.

Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within twenty (20) days of receipt of the response.

- L9.2 (a) **Single Arbitrator**
When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other party shall

respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

(b) **Board of Arbitration**

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of its appointee to the Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

(c) **Decision of the Arbitrator**

An Arbitrator or Board of Arbitration shall endeavour to give a decision, including one on whether a matter is arbitrable, within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employer or Employees affected by it.

(d) **Powers of the Board**

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

L9.3 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

L9.4 **Discharge Grievance**

Where an Employee has received a termination notice, the Employee may file a grievance at Step One within ten (10) days of written notice of termination.

L9.5 **Policy Grievance**

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

L9.6 "Days" shall mean instructional days as set by the Board for the standard regular school year calendar for each CEI job classification.

L9.7 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or

Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with the provisions of the *Labour Relations Act*.

- L9.8 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.
- L9.9 If the party against whom the grievance is lodged fails to respond within the time limit, the grievance shall automatically move to the next step in the process.
- L9.10 At any time of the grievance/arbitration procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel at Step One has been submitted to the other party at least seven (7) workdays prior to any meeting, or such shorter time as the parties agree.
- L9.11 Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.
- L9.12 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

(See also [Central Article C5.0](#) for Grievance/Mediation/ Arbitration Process)

L10.0 PROVISIONS FOR ABSENCE WITH PAY

L10.1 Sick Leave

Permanent Employees may use credited sick leave hours during summer assignments.

(See also [Central Article C12.0](#) and [Letter #1](#) for Sick Leave)

- L10.2 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Employees for the circumstances and under the condition outlined hereunder. Leaves under Article L10.2 require advance approval of the Supervisor, unless otherwise indicated.

(a) Jury Duty

When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Employee is not a party or one of the persons charged, the Employee must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Supervisor to the Superintendent of Human Resources or designate for approval.

(b) Bereavement Leave

- (i) Up to three (3) days shall be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, parent-in-law, child-in-law, sibling-in-law, legal guardian,

[To Alphabetical Chart](#)

grandchild, grandparent or person who has acted as a parent in lieu of the natural parent.

- (ii) Notwithstanding the above, the leave may be extended by a maximum of two (2) days subject to the approval of the Superintendent of Human Resources or designate.

(c) Acts of Nature

- (i) An Employee who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) instructional days leave per school year. An Employee may apply in writing to the Superintendent of Human Resources or designate for an increase in the maximum allowable days under this section.
- (ii) An Employee who is delayed by local weather conditions but arrives at their workplace as soon as possible during the regular instructional hours of that day will not have a sick leave deduction made.
- (iii) When a school/job location is closed by the Employer due to climatic conditions, an Employee shall be paid for the equivalent of the assigned day(s) or fraction thereof, provided an Employee is scheduled to work on such a day.

(See also [Letter #9](#) for Short Term Paid Leaves)

(d) Religious Holidays

An Employee shall be entitled to leave for religious holidays in accordance with Board procedure.

(e) Quarantine

Leave shall be granted when an Employee is absent from work because of exposure to a common case disease, or the Employee is quarantined or otherwise prevented from working by order of the medical health authorities.

(f) Care Day

An Employee may request to use two (2) day per school year to care for an immediate family member who is ill. For purposes of the Article, immediate family will be partner, child or parent.

(g) Compassionate Day

Up to one (1) day per school year shall be granted to attend the funeral of a friend or family member not included in Article L10.2 (b) (i).

L11.0 LEAVE OF ABSENCE WITHOUT PAY

L11.1 Short Term Unpaid Leave of Absence

The Employer may grant a short term leave of absence without pay of one (1) day up to two (2) weeks to an Employee for good and sufficient reason if, in the opinion of the Employer, the Employee's absence will not conflict with its efficient operations. Employees requesting a short term leave of absence should submit their written request as far in advance of the leave as possible. A short term leave of absence may not be used for or to extend a vacation period.

(See also [Letter #4](#) for Leave Of Absence Short-term)

L11.2 Long Term Unpaid Leave of Absence

A long term leave of absence of greater than two (2) weeks and up to one (1) year in length, may be granted by the Superintendent of Human Resources or designate, upon written request of an Employee, subject to the following provisions:

- (a) The request shall be received two (2) months prior to the date on which the leave is to begin;
- (b) Subject to [Article L17](#) (Layoffs and Recall), the leave shall not change the Employee's ongoing entitlement to hours of work per week or affect the Employee's placement on the Seniority list;
- (c) An Employee may request an extension of up to one (1) year provided the request is received two (2) months prior to the effective date of the extension;
- (d) The maximum duration of each long term leave and extension shall be two (2) years.

L11.3 Employees shall return to their former position if it exists or, if it no longer exists, to an equivalent position provided the Employee has not been laid off or displaced under the terms of this collective agreement.

L11.4 An Employee will be granted any change in the pay scale which may have occurred during the leave relative to the position most recently held or to a comparable position to which the Employee may be assigned, however, the leave shall be without pay or sick leave and time on leave shall not count for calculation of salary increments.

L11.5 Employees must make arrangements with the Employer and/or with the Teachers Pension Plan or OMERS Pension Plan regarding pension plan contributions. During this leave, an Employee may continue to participate in the benefit plans at the Employee's full expense.

L12.0 PREGNANCY AND PARENTAL LEAVES

L12.1 Employees shall be granted pregnancy and parental leaves in accordance with the Ontario *Employment Standards Act* as amended from time to time.

- L12.2 In order to facilitate the hiring of replacement Employees, the Employee will try to give four (4) weeks notice of the beginning and end dates of the leave.
- L12.3 Application for leaves shall be made to the Superintendent of Human Resources or designate through the Supervisor. For Pregnancy Leave, the application must include the certificate of a legally qualified medical practitioner stating the Employee is pregnant and giving the estimated date when birth will occur. The Employer shall provide a standard form letter for such purpose.
- L12.4 During such leaves, an Employee may continue to participate in the benefit plans. The Employer will continue to pay its share of benefit premiums for Employees who have been granted statutory leaves in accordance with the *Employment Standards Act*.
- L12.5 Extended Parenting Leave up to a maximum of twenty-four (24) months, may be granted subject to such leaves coinciding with natural breaks in the work schedule.
- L12.6 Seniority will continue to accrue during the leaves in accordance with [Article L13.1](#) (Seniority).
- L12.7 Employees shall return to their former position if it exists or to an equivalent position provided the Employee has not been laid off or displaced under the terms of this collective agreement.
- 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 their 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 their regular gross pay. An instructor qualifying for such a leave, and who is entitled to a SEB top-up, shall not be financially disadvantaged by the reduced waiting period for E.I. benefits.
 - b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
 - c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
 - d) Casual employees are not entitled to pregnancy leave benefits.
 - e) The employee must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
 - f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
 - g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of their 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;

(See also [Letter # 9](#) for Pregnancy Leave)

L13.0 SENIORITY

- L13.1 Seniority is defined as the length of continuous service from the last date of hire to a permanent position within the Bargaining Unit. Absence through sickness, accident, approved leave of absence or lay-off with recall rights shall not be deducted in determining length of continuous service.
- L13.2 The Employer shall maintain a seniority list showing each Employee's name, date of hire and job classification. By January 31st of each year, the Employer shall electronically post an up-to-date seniority list. An electronic copy shall be forwarded to the Bargaining Unit.
- L13.3 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Manager, Human Resource Services or designate, in writing , within 30 working days, of the posting of the list.
- L13.4 In compiling the seniority list all ties shall be broken based on the following criteria in order:
 - (a) total experience with the Board;
 - (b) by lot in a manner to be determined by the Board and the Bargaining Unit.
- L13.5 Newly hired Employees shall serve a probationary period of the six (6) months of continuous employment with the Board. After completion of the probationary period, seniority shall be effective from the original date of hire and the appointment shall be permanent. For a leave of absence longer than 30 days, a probationary period may be extended by the request of the Supervisor and/or Human Resources.

L14.0 NO DISCRIMINATION

- L14.1 The Board agrees that there will be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability as those terms are defined in the Ontario Human Rights Code.

L15.0 ASSIGNMENT AND TRANSFER

- L15.1
- (a) Permanent LBS and ESL/FSL Employees must notify the Employer in writing electronically by submitting the "Request for Assignment Amendment" form on or before April 1 of their request for the program, number of hours, preferred work zone and location(s) in order to assist in the assignment of staff between September and June for the following school year.
 - (b) Permanent Employees must notify the Employer in writing electronically by submitting the "Request for Summer Hours" form on or before April 1 of their request to work during the summer term.
 - (c) Permanent Employees hired after April 1 will complete the Request for Assignment Amendment form. Their request will be considered as if submitted by the Collective Agreement deadline. It will not be considered as a revision.
 - (d) Permanent Employees may also submit the "Request for Assignment Amendment" form on or before October 1, to change their request for the program, number of hours, preferred work zone and location (s).
 - (e) The Board will notify the Union which employees indicated a preference for additional hours.
- L15.2 The Principal and Coordinator will take into consideration all requests submitted in accordance with Article L15.1, along with the program needs, qualifications, seniority and preferred work zone when allocating instructional assignments. Additional hours will not be assigned until all staff have been assigned the same number of hours as their current entitlement.

The School Administration will endeavour to provide details of assignments to instructors, at least 5 days prior to the start of said assignment in September.

It is agreed that no Employee will be offered more than twenty-five (25) permanent hours of work per week if there are less senior Employees with fewer hours of work per week than they have requested.

Notwithstanding the above, Leads and Instructors shall be entitled to be scheduled up to a maximum of forty (40) hours per week.

When allocating instructional assignments for the summer term, entitlement hours will not be considered but consideration will be given to program needs, qualifications, seniority and preferred work zone.

- L15.3 (a) When permanent hours become available within the Bargaining Unit, the Board shall offer these hours to the most senior Employee whose entitlement is twenty-five (25) hours or less and who is qualified and available and has filed a request in accordance with Article L15.1. When such work is assigned to the most senior Employee, the additional hours will become part of the Employee's current entitlement for staffing purposes under Article L15.2. In the event that the most senior Employee is not available to take the assignment without undue disruption to the program, the assignment may be offered to another Employee on a temporary basis for the rest of the term.
- (b) When permanent hours become available within the Bargaining Unit, the Board shall offer these hours to the most senior Employee whose entitlement is more than twenty-five (25) hours or more (the 25 hours does not include prep) and who is qualified and available and has filed a request in accordance with Article L15.1. When such work is assigned to the most senior Employee, the additional hours will become part of the Employee's current entitlement for staffing purposes under Article L15.2. In the event that the most senior Employee is not available to take the assignment without undue disruption to the program, the assignment may be offered to another Employee on a temporary basis for the rest of the term.
- L15.4 (a) When a temporary vacancy occurs through a leave of absence or when additional temporary program hours become available, the Board shall offer the available work on a temporary basis to the most senior Employee who is qualified and available and has filed a request in accordance with Article L15.1 for more hours.
- (b) When a temporary vacancy for a Lead Instructor through a leave of absence of up to two (2) years occurs, an acting appointment shall be made to fill the position.
- L15.5 For the purposes of Article L15.4, new positions or additional program hours may become permanent at the commencement of the seventh (7th) consecutive month at the same location or as determined by the Joint Staffing Committee. Considerations that may prevent hours from becoming permanent include but not limited to ministry funding, enrolment, partnership agreements and scope of special projects (e.g. technology implementation and curriculum).
- L15.6 In the event that no permanent Employee has requested the available work or that no permanent Employee in the job classification is qualified for the available work and no Employee with recall rights is able to fill the position, notice of the vacancy or position shall be posted electronically for a period of five (5) working days with a copy to the Bargaining Unit President. The notice shall specify the job title, hours and location. If no permanent Employees with the skill, ability and qualifications apply for the posting, the position will be advertised externally to the Bargaining Unit.
- L15.7 Lead Instructor postings will be issued once a year on May 1st for appointment effective September 1st. First consideration will be given to permanent, qualified ESL instructors. Mid-

year vacancies will be filled through an expression of interest process as acting appointments pending the annual posting.

- L15.8 The Employer will not initiate any administrative transfer without prior consultation with the Bargaining Unit President.
- L15.9 Assignments during July and August and assignments of a temporary nature shall not change an Employee's ongoing entitlement to hours of work per week.

L16.0 JOB SECURITY

- L16.1 No Employee will be laid off or have a reduction in assignment as a direct result of the Employer contracting out any of the services currently being performed by the members of the Bargaining Unit.
- L16.2 The Employer will not contract out any of the services being performed by the members of the Bargaining Unit while there are Employees on lay off who have the necessary skill, ability and qualifications to do the work available.
- L16.3 Employees shall not have their hours of work changed or reduced owing to the use of Co-op students or volunteers in the workplace. The Employer shall not refuse to recall a laid-off Employee or to fill a vacancy owing to the use of Co-op students or volunteers in the Workplace.

(See also [Letter # 2](#) for Job Security)

L17.0 LAYOFFS AND RECALL

- L17.1 In the event of a lay-off, Employees shall be laid-off in reverse order of their seniority within their classification, and shall continue to accumulate seniority while on lay-off for the following twenty-four (24) months.
- L17.2 The Employer shall notify the Bargaining Unit President of its decision to lay-off Employees prior to the notification of the Employees affected. The Employer will provide notice of layoff in accordance with the *Employment Standards Act*.
- L17.3 If a class is closed the permanent Employee will be placed in a comparable assignment within their work zone for the remainder of the semester. If a comparable assignment is not available, the permanent Employee will be entitled to exercise the displacement process as outlined in this Article or request an unpaid Leave of Absence for the remainder of the semester under [Article L11.2](#) (Long Term Unpaid Leave of Absence).

If the number of Lead Instructors decreases, the most junior Lead Instructor will be placed in an Instructor position consistent with seniority but will retain recall rights to the classification for a period of twenty-four (24) months. Lead Instructors will be protected at locations in the event of staff decreases, however, not from lay-offs within the bargaining unit.
- L17.4 An Employee who has been declared surplus to a work zone may accept a lay-off or may displace the least senior Employee in the same classification provided the Employee has the

[To Alphabetical Chart](#)

ability and qualifications to do the job. The displacement process within the department will be in accordance with the following steps:

- (i) Current work zone;
- (ii) Board wide.

Employees are entitled to displace other Employees up to the full value of their current regular assignment.

- L17.5 First access to the displacement process in this Article shall be on the basis of seniority of surplus Employees, subject to Article L17.3.

Recall

- L17.6 The Employer shall notify all Employees who have been laid-off under this Article of any newly available work. This shall include any temporary assignments for which the laid-off Employee is qualified. An offer of a temporary assignment shall be made to qualified Employees with recall rights in order of seniority. All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- L17.7 Employees shall be recalled in order of greatest seniority provided that the individuals have the skill, ability and qualifications and are available to fill the positions for which they are recalled.
- L17.8 An Employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits under this Agreement.
- L17.9 The seniority rights of an Employee shall cease and the Employee's employment shall be deemed to be terminated if the Employee refuses a second recall within the Employee's preferred work zone. An Employee may refuse any recall to a position outside the preferred work zone.
- L17.10 Where an Employee refuses a recall to a position the next senior Employee on lay-off shall be offered the position until all laid off Employees have been contacted.
- L17.11 No Employee may increase the assigned number of hours per week until all Employees have been placed in positions equal to their current/declared assignment. Every effort will be made to match the number of hours in as few placements as possible.
- L17.12 No new Employee shall be hired and no Employee shall increase hours until those Employees on lay off have been offered recall.
- L17.13 In the event of a program closure, employees will be placed according to [Article L15.2](#).

L18.0 EVALUATION

- L18.1 Evaluations shall be conducted in accordance with applicable Board policies and procedures related to the Supervision of Support Staff.

- L18.2 An Employee shall receive a copy of any written documentation about the Employee's performance and is entitled to make written comments in response to the documentation. Such documentation and comments will be retained as part of the Employee's file.
- L18.3 No member of the Bargaining Unit shall evaluate or participate in the evaluation of another member of the Bargaining Unit.
- L18.4 The signature of an Employee on any document respecting the performance of an Employee shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents unless otherwise specifically noted.
- L19.0 DISCIPLINE**
- L19.1 The Employer recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board shall notify the member of the right to Federation representation.
- L19.2 The Employer agrees that no Employee shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to termination of probationary and temporary Employees.
- L19.3 When an Employee is disciplined, suspended, demoted or discharged the Employee and the Bargaining Unit will be advised promptly in writing of the reason for such actions.
- L19.4 An Employee's record shall not be used against the Employee at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that no additional adverse reports are written within the twenty-four (24) month period. The Superintendent of Human Resources or designate may determine and shall notify the Employee at the time of issuance that materials relevant to the discipline of any Employee for serious misconduct be maintained in the Employee's personnel file beyond twenty-four (24) months. Notwithstanding the foregoing, an Employee may submit a request for earlier removal of documentation in writing to the Superintendent of Human Resources.
- L19.5 Any member who is about to receive an unsatisfactory evaluation must be informed that they have the right to union representation. If an unsatisfactory evaluation is forthcoming, it should include an improvement plan within timelines.
- L20.0 PAY ADMINISTRATION**
- L20.1 Statutory Holidays**
- Employees shall be paid 4% of gross salary in each pay period in lieu of pay for statutory holidays.
- L20.2 Vacation Pay**
- Employees will receive vacation pay in each pay period in accordance with the Ontario *Employment Standards Act*.

L20.3 Employees shall be paid bi-weekly by direct deposit. On or before each payday each Employee shall be provided electronically with an itemized statement of salary (wages) and deductions.

L20.4 Recovery of overpayment/underpayment

An instructor [employee] shall only be required to reconcile an overpayment for the twelve (12) month period prior to an error being discovered.

The Board shall only be required to reconcile an underpayment for the twelve (12) month period prior to an error being discovered.

L21.0 RATES OF PAY

L21.1 Effective 2022 September 01, Continuing Education Instructors shall be paid the following hourly rates exclusive of vacation pay and holiday pay:

Job Group	Position	Rate Of Pay Effective 2022 September 01	Rate Of Pay Effective 2023 September 01	Rate of Pay Effective 2024 September 01	Rate Of Pay Effective 2025 September 01
Group 1	Swimming Instructors	\$16.58	\$17.58	\$18.58	\$19.58
Group 3	International Languages Instructors	\$26.97	\$27.97	\$28.97	\$29.97
Group 4	ESL, FSL, LBS and In-school Driving Instructors (without an Ontario Certificate of Qualification or OCELT* designation)	\$32.58	\$33.58	\$34.58	\$35.58
Group 5	ESL, FSL, LBS and In-school Driving Instructors (who hold an Ontario Certificate of Qualification or OCELT* designation)	\$41.06	\$42.06	\$43.06	\$44.06
Group 6	IL Lead	\$30.31	\$31.31	\$32.31	\$33.31
Group 7	Lead ESL (with OCT or OCELT* designation)	\$44.26	\$45.26	\$46.26	\$47.26
Group 8	Lead ESL (without OCT or OCELT* designation)	\$37.18	\$38.18	\$39.18	\$40.18

* Effective September 01, 2020, Instructors with OCELT designation will be paid under Group 5, Leads will be paid under Group 7.

L21.2 Permanent Instructors will be entitled to the Group 5 rate on the date that a valid Ontario Certified English Language Teacher qualification (OCELT) or Ontario Certificate of Qualification (OCT) comes into force.

[To Alphabetical Chart](#)

In order to retain entitlement to the Group 5 rate, Instructors must be in good standing with the certification body.

L21.3 Temporary Employees for Groups 4 and 5 shall be paid the Group 4 rate.

L22.0 RESIGNATION/RETIREMENT

L22.1 An Employee may resign or retire by giving written notice to the Board two (2) months prior to the date of resignation/retirement.

L22.2 An Employee may resign or retire at any other time by the mutual consent in writing by the Employee and the Board.

L23.0 PERSONAL INFORMATION

L23.1 In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy Legislation, an Employee shall be entitled upon request to view the Employee's personnel file and request copies, removal or amendment of materials in the file. The Employer shall respond to such requests within ten (10) working days.

L23.2 Where an Employee authorizes, in writing, access to their personnel files by a Union representative acting on the Employee's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

L23.3 The Board shall keep any medical information in separate files which may be accessed only by appropriate health care professionals and the Board's Abilities and Wellness staff or Union representatives involved in matters where medical information is relevant.

L23.4 It is the obligation of the Employee to keep the Board informed of the Employee's current mailing address and phone number.

L24.0 HEALTH AND SAFETY

L24.1 The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as they may be amended from time to time.

(See also [Letter #3](#) for Health and Safety)

L25.0 TEMPORARY EMPLOYEES

L25.1 A temporary Employee is an Employee who is replacing a permanent Employee who is absent due to illness or leave of absence or an Employee hired for a temporary assignment.

L25.2 Temporary Employees shall pay union dues in accordance with [Article L7](#) (Union Security).

L25.3 Temporary Employees shall be eligible for Statutory Holiday and Vacation Pay in accordance with the Ontario *Employment Standards Act*.

- L25.4 Temporary Employees are only covered by the following provisions of the Local Collective Agreement:
- (a) [Article L19](#) (Discipline)
 - (b) [Article L9](#) (Grievance and Arbitration Procedure).
 - (c) Temporary Employees shall be paid an hourly rate of pay as outlined in [Article L21](#) (Rates of Pay).
 - (d) [Article L23](#) (Personal Information)
- L25.5 The Board shall give a minimum of two (2) hours' notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours' notice, the Temporary Continuing Education Instructor shall report for work and the Board shall pay the Temporary Continuing Education Instructor for that day's assignment.
- L26.0 PAY EQUITY MAINTENANCE**
- L26.1 The parties agree that Pay Equity has been achieved in accordance with the *Pay Equity Act* and will be maintained in accordance with Section 7 (1) of the *Pay Equity Act*.
- L26.2 The parties agree that the hourly rates as given in [Article L21](#) – Rates of Pay shall be inclusive of any pay equity adjustments that may be required over the term of the agreement and meet the obligations of the Board as stipulated in the Pay Equity Agreement negotiated between the parties.
- L26.3 The parties agree that the co-payment arrangements the requirements of the Pay Equity Plan dated 2004 September 07.

LETTER OF AGREEMENT #1

RE: Evaluation

It is understood all other articles of the Collective Agreement will apply except where amended below:

- 1) The parties confirm that an employee's evaluation shall be conducted in accordance with applicable Board policies and procedures related to the supervision of support staff.
- 2) The parties acknowledge that any changes to the Supervision of Support Staff procedure or Supervision of Employees policy shall be shared with the Bargaining Unit. For further clarity, all aspects of evaluation shall be conducted during paid working hours.
- 3) Performance assessments shall be completed by the end of the probationary or trial period as defined in the procedure, and the employee's performance shall be assessed based on their performance in that designated timeframe.
- 4) Performance appraisals shall be an ongoing assessment of the employee's ability to consistently perform their duties and responsibilities. Supervisors monitor and evaluate performance appraisal data continuously throughout the performance appraisal period as defined in the procedure.
- 5) The parties agree that if an unsatisfactory review is forthcoming the Board shall notify the bargaining Unit President and the member shall be reminded of their right to union representation. If an unsatisfactory evaluation is forthcoming, it should include a performance plan with a timeline for required improvement.
- 6) In the Fall of 2020, the Board commits to meet with the Union prior to implementation of the updated evaluation process, and will communicate with Employees before initiating.
- 7) The parties agree to review the terms of this letter of agreement prior to the expiry date of the Collective Agreement to determine if it will be extended for a period of time.

It is understood the terms and conditions of this letter of agreement is without prejudice to any position the parties may take in future matters related to bargaining.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING A: PREPARATION TIME

1. Effective 2009 September 1, ESL and LBS Instructors with a permanent entitlement of twenty-five (25) hours or more will be granted three (3) hours of preparation time per week.
2. Employees who have been granted non-instructional time prior to 2009 September 1 shall retain their existing non-instructional time as preparation time or if existing non-instructional time for an Employee working twenty-five (25) hours or more is less than the entitlement provided in Section 1, the Employee's entitlement to preparation time will be increased to three (3) hours per week.
3. Preparation time shall be scheduled subject to the approval of the Supervisor and shall be used for on-site assistance to students, preparation, marking and assigned non-instructional duties which are directly related to the program such as intake assessments, curriculum development, professional development and staff meetings. Classroom supervision will only be assigned in order to schedule intake assessments and professional development.
4. Assigned duties shall be equitably distributed by the program administrator. The schedule of such duties shall be set out at the beginning of each term. Assignment of duties shall be monitored by the Joint Staffing Committee.
5. Subject to seniority provisions, Employees who currently perform intake assessments as their regular duties may be reassigned to classroom instruction. These Employees shall not suffer a reduction of hours as a result of assessments being performed as non-instructional duties by other Employees.
6. It is agreed that Employees who have more preparation time than outlined in Section 1 above that resign or are granted a leave of absence of 12 months or more under [Article L11.0](#) (Leave of Absence Without Pay) for the purpose of taking other employment will be entitled to preparation time as outlined in Section 1 above upon return to active status. It is agreed that a voluntary reduction in workload for more than two years constitutes a resignation from that portion of the Employee's workload entitlement and will result in a prorated reduction in preparation time and the reduction will be permanent subject to Section 1 above. A reduction in workload that results from lay-off will result in a prorated reduction in preparation time and the reduction will be permanent subject to Section 1 above.
7. It is agreed that a listing of Employees who are eligible for preparation time and their maximum entitlements shall be provided to the Union. The Employee shall retain entitlement subject to limitations set forth in this Letter of Understanding.

LETTER OF UNDERSTANDING B: PREPARATION TIME SCHEDULING

With the approval of their Supervisor, Instructors will have the flexibility to combine their preparation time into one uninterrupted period of time at the beginning or the end of their day. It is the expectation that this agreed upon time will be upheld for the duration of the school year. If for any reason an Instructor needs to move their agreed upon preparation time, they must gain approval from their Supervisor before doing so. This Letter of Understanding is in conjunction with Letter of Understanding A: Preparation Time.

[To Alphabetical Chart](#)

Notwithstanding the above, the Instructor shall be ready in their classroom for the start of their assignment time and will begin instruction no later than five (5) minutes following the start. The definition of “assignment” does not include Instructor’s preparation time or PBLA time.

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

**The Ontario Secondary School Teachers' Federation – District 11
Continuing Education Instructors (the "Union")**

And

Thames Valley District School Board (the "Employer")

1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the Collective Agreement. The parties acknowledge the date of ratification as April 9, 2024.
2. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting Central Terms dated October 12, 2023, the Local Terms of the Collective Agreement, and any agreement of the parties in local bargaining and as otherwise required by law, continue without amendment for the duration of the Collective Agreement.
3. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these Local Terms pursuant to the *School Boards Collective Bargaining Act, 2014*.
4. Any dispute with respect to the terms to be included in the Collective Agreement, including any dispute with respect to a conflict between the Local Terms and the Central Terms, shall be referred by either party to the central dispute resolution process provided for under the Central Terms of the Collective Agreement.

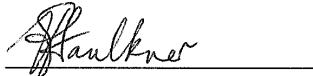
Dated at London, Ontario, this 12 day of November, 2024.



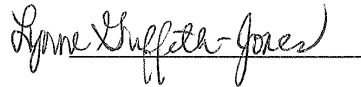
The Ontario Secondary School Teachers' Federation
District 11 – Continuing Education Instructors



Thames Valley District School Board



The Ontario Secondary School Teachers' Federation
District 11 – Continuing Education Instructors



Thames Valley District School Board