

**Term of Agreement:**  
**2022 September 01 to 2026 August 31**

# **Collective Agreement**

**Between**

**The Thames Valley District School Board**

**and**

**The Ontario Secondary School Teachers' Federation  
- District 11**

**The Professional Student Services Personnel**



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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 L2.0](#) 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

#### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

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

#### **C5.00 CENTRAL GRIEVANCE PROCESS**

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

##### **C5.1 Definitions**

- i. A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- ii. The "Central Parties" shall be defined as the employer bargaining agency, comprised of: the Ontario Public School Boards' Association (OPSBA), l'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO), l'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC), Ontario Catholic School Trustees' Association (OCSTA), hereinafter the Council of Trustees' Associations (the "Council"), and the Ontario Secondary School Teachers' Federation, OSSTF/FEESO.



- iii. The "Local Parties" shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- iv. "Days" shall mean regular school days.

## **C5.2 Central Dispute Resolution Committee**

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the Central Parties. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken action in iii below.
- iii. The Central Parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - c. To withdraw a grievance.
  - d. To mutually agree to refer a grievance to the local grievance procedure.
  - e. To mutually agree to voluntary mediation.
  - f. To refer a grievance to final and binding arbitration at any time.
- iv. The Crown shall have the following rights:
  - a. To give or withhold approval to any proposed settlement between the Central Parties.
  - b. To participate in voluntary mediation.
  - c. To intervene in any matter referred to arbitration.
- v. Only a Central Party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- vi. It shall be the responsibility of each Central Party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- vii. Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

### **C5.3 Language of Process**

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French.

Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

Where such a dispute is filed:

- i. The decision of the committee shall be available in both French and English.
- ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

### **C5.4 Grievance Shall Include:**

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A detailed statement of any relevant facts.
- iv. The remedy requested.

### **C5.5 Referral to the Committee**

- i. Prior to referral to the Committee, the matter must be brought to the attention of affected Local Parties.
- ii. The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- iii. Should the matter remain in dispute at the conclusion of the informal discussions, a Central Party shall refer the grievance forthwith to the Committee by written notice to the other Central Party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- iv. The Committee shall complete its review within 20 days of the grievance being filed.
- v. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the Central Party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

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

#### **C5.6 Voluntary Mediation**

- i. The Central Parties may, on mutual agreement, request the assistance of a mediator.
- ii. Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- iii. Timelines shall be suspended for the period of mediation.

#### **C5.7 Selection of the Arbitrator**

- i. Arbitration shall be by a single arbitrator.
- ii. The Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity and inclusion among the criteria for selecting an arbitrator.
- iii. The Central Parties may refer multiple grievances to a single arbitrator.
- iv. Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- v. The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

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

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

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

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

## **C7.00 SPECIALIZED JOB CLASSES**

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

## **C8.00 WORK YEAR**

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

## **C9.00 STAFFING COMMUNICATION**

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

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

- b) No surplus/layoff/redundancy declarations shall be made until such time as the union has been notified.
- c) Any release time required for this purpose will not be charged against local collective agreement federation release time.

## **C10.00 BENEFITS**

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

### **C10.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

## **C10.2 Eligibility and Coverage**

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

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

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF/FEESO-Education Workers (EW), who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

## **C10.3 Funding**

- a) The annual per FTE funding shall be as follows:
  - i. September 1, 2022: \$5,712.00
  - ii. September 1, 2023: \$5,769.12
  - iii. September 1, 2024: \$5,826.82
  - iv. September 1, 2025: \$5,885.08
  - v. August 31, 2026: \$6,120.48

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H- staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.

- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF ELHT in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the board's benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF/FEESO-EW. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF education workers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
  - ii. Divide i) by 225 days
  - iii. Multiply ii) by the number of strike or lockout days for OSSTF education workers at the school board.

#### **C10.5 Benefits Committee**

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

#### **C10.6 Privacy**

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

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

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

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

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

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

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

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

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

j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

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

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

## **C12.00 SICK LEAVE**

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

- a) **Sick Leave Benefit Plan**  
The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible. Casual employees are not entitled to benefits under this article.
- b) **Sick Leave Days**  
Subject to paragraphs C12.1 d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.
- c) **Short-Term Leave and Disability Plan (STLDP)**  
Subject to paragraphs C12.1 d) i-v below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- d) **Eligibility and Allocation**



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

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

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

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

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

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

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

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

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

- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of workdays compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

g) **Administration**

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

- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

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

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

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

#### **C13.00 MINISTRY INITIATIVES**

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

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

#### **C14.00 PROVINCIAL FEDERATION RELEASE DAYS**

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF/FEESO education workers, subject to program and operational needs, shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF/FEESO education workers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

## APPENDIX A – RETIREMENT GRATUITIES

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

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

- x. Conseil scolaire Viamonde

## **B. Other Retirement Gratuities**

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

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

First Day of Absence:

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

Date of Assessment:  
dd mm yyyy

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

#### PHYSICAL (if applicable)

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):								
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Use of hand(s):</b> <table border="0"> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):										
<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of ( <i>please specify</i> ):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit Ability to drive car								
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No									

### 2B: COGNITIVE (*please complete all that is applicable*)

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



**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

**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:

*(See also Local Articles [Appendix 1: Retirement Gratuities](#))*

## **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 RECOGNITION**

- L1.1** The Employer recognizes the Ontario Secondary School Teachers Federation (the Union) as the exclusive bargaining agent for all Employees employed as Psychometrists, Psychologists, Psychological Associates, School Support Counsellors, Social Workers/Attendance Counsellors, Audiologists, Speech - Language Pathologists, Indigenous Counsellors, Research and Assessment Associates, Environmental Educators, Behaviour Analysts save and except Supervisor or those above the rank of Supervisor, as determined by the Labour Relations Board.
- L1.2** The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.3** The Employer recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. or any O.S.S.T.F. advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Members in all matters pertaining to the negotiation and administration of the Agreement.
- L1.4** The Bargaining Unit will supply the Board with the names of its officers as requested. Similarly, the Board will supply the Bargaining Unit with a list of its Supervisory or other personnel with whom the Bargaining Unit may be required to transact business.
- L1.5** The Union recognizes the Negotiating Team of the Employer as officially authorized to negotiate on the Employer's behalf.
- L1.6** The Union recognizes the right of the Employer to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

### **L2.0 LOCAL AGREEMENT AMENDMENTS**

- L2.1** No changes can be made to this Local Agreement without the mutual written consent of the parties; nor can changes be made to this Local Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- L2.2** All attachments to this Collective Agreement form an integral part of the Agreement and are grievable and arbitrable in accordance with [Article L12](#) (Grievance and Arbitration Procedure).

(See also Central [Article C2.0](#) for Length of Term/Notice to Bargain)

### **L3.0 NO DISCRIMINATION**

- L3.1** There shall 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.

#### **L4.0 MANAGEMENT RIGHTS**

- L4.1** The Board agrees that none of its rights or functions will be exercised contrary to the provision of the *Collective Agreement*. The Parties agree that the Board has the authority to manage the affairs of the Board in accordance with Ontario's legislation, regulations and Policy and Program Memoranda related to the provision of the public education in the province. The Board agrees to exercise these rights in a fair and reasonable manner, consistent with the provisions of this agreement and the laws related to employment in the province.
- L4.2** 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 Union to lodge a grievance as set forth herein.

#### **L5.0 PROFESSIONAL ISSUES**

- L5.1** The Codes of Ethics recognized by the Board and the Bargaining Unit shall be the Code of Ethics of Employees' respective professional colleges. The Board recognizes that Employees are professionally obligated to adhere to the Standards of Practice of their respective professional colleges.
- L5.2** The Board shall provide adequate insurance protection for Professional Services Staff against risks arising in the course of their employment with the Board that may involve pecuniary loss or liability on the part of the Employee covered by the Agreement.

(See also Local [Article L25.12](#) for Professional College Registration Fees)

#### **L6.0 NO STRIKE OR LOCK-OUT**

- L6.1** 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*.
- L6.2** 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. An Employee covered by this Agreement shall have the right to refuse to do the work of striking or locked-out Employees.

#### **L7.0 JOB SECURITY**

- L7.1** 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.
- L7.2** The Employer will not contract out any of the services currently 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.

- L7.3** No Employee will be laid off or have a reduction in assignment as a direct result of the use of volunteers, apprenticeships, co-op students, tutoring programs, practicum students, workfare, or internships, or partnerships with community agencies.
- L7.4** No Employee shall be assigned to do the work of another job class within the Bargaining Unit unless the Employee has the appropriate qualifications and is paid at the appropriate rate. The Bargaining Unit will be notified when such assignments occur.
- L7.5** It is understood that contracting out includes the direct use of services or programs provided by individuals external to the Employer not funded by the Ministry of Education.

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

## **L8.0 UNION DUES DEDUCTIONS**

- L8.1** On each pay date which an Employee receives payment of wages through direct deposit the Employer shall deduct from each Employee the O.S.S.T.F. fees and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L8.2** The O.S.S.T.F. fees deducted in accordance with L8.1 shall be remitted to the Treasurer of the O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their TVDSB employee numbers, the amounts deducted, and the number of days worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- L8.3** Dues specified by the Bargaining Unit in accordance with L8.1, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F., District 11 no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their TVDSB employee numbers, the amounts deducted, and the number of days worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- L8.4** O.S.S.T.F. 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 O.S.S.T.F. and/or the Bargaining Unit.

## **L9.0 UNION SECURITY AND RIGHTS**

- L9.1** All Employees who are members of the Union, shall, as a condition of employment, maintain their Union membership and all new Employees, as a condition of employment, become members of the Union from the first day of employment.
- L9.2** At the time of hiring, the Employer agrees to provide to all new Employees an electronic copy of the current Collective Agreement and any applicable Employer policies and brochures. An Officer



of the Union shall be given the opportunity to welcome each new Employee within regular working hours for the purpose of acquainting the new Employee with benefits, duties and responsibilities of Union membership.

- L9.3** Each Employee shall be provided with a copy of the Collective Agreement electronically within forty-five (45) calendar days of the signing of the Agreement.
- L9.4** With the prior permission of the Employer, the Bargaining Unit 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.
- L9.5** The Employer recognizes members of the Bargaining Unit Negotiating Team as being actively at work where joint negotiations are held during working hours. The Negotiating Team will include up to five (5) members of the Bargaining Unit, including the President, and in addition may include representatives or agents of District 11 O.S.S.T.F. and representatives or agents of O.S.S.T.F.
- L9.6** Any representative of the Bargaining Unit required to represent Employees at meetings called by the Employer will do so without loss of remuneration.
- L9.7** (a) At the request of the Union, the Employer will provide the Bargaining Unit with a current list of names, home addresses, telephone numbers, hire dates, FTE, work locations and job classifications.
- (b) The Employer shall notify the Bargaining Unit in writing of all appointments, hirings, transfers, layoffs, recalls and terminations of employment, retirements and Leave of Absences exceeding one (1) month concerning Employees covered by this Agreement during the previous month. The Board shall also notify of employees on leave of absence for longer than four (4) weeks. This information shall be provided to the Bargaining Unit President by the 10th day of each calendar month.
- (c) The Employer shall advise the Bargaining Unit of all vacancies and job postings.
- L9.8** The Union shall have the use of a Bulletin Board in each Board owned workplace for the purposes of posting notices relating to the Union's business or Employee matters.
- L9.9** The Employer recognizes the right of O.S.S.T.F. to represent a member at the Employee's request at or during any meeting when conduct, absenteeism or work performance concerns are being considered to request Union representation. The Employer or Direct Supervisor shall notify the Employee of their right to Union representation.

## **L10.0 CORRESPONDENCE**

- L10.1** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall be between the Superintendent of Human Resources, or designate and the President of the Bargaining Unit.

## **L11.0 MUTUAL CONCERNS COMMITTEE**

- L11.1** The Bargaining Unit and the Board will each appoint representatives to a Mutual Concerns Committee consisting of up to six (6) members appointed by O.S.S.T.F., District 11, P.S.S.P. Bargaining Unit and up to six (6) members appointed by the Board. Either party may invite additional advisors to the meeting as appropriate.
- L11.2** The Committee will meet monthly at mutually acceptable times and dates established at the beginning of each school year or as required as requested by either party.
- L11.3** The Union and the Employer will exchange agendas of matters for discussion at least two (2) working days prior to the meeting.
- L11.4** Employees are encouraged to bring forward concerns to their Manager/Supervisor or may request a Union representative bring their concern to the appropriate Manager/Supervisor in order to attempt a resolution prior to discussion at Mutual Concerns.
- L11.5** Committee members will not lose any pay as the result of attending the meetings.

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

## **L12.0 GRIEVANCE AND ARBITRATION PROCEDURE**

- L12.1** 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. An Employee may consult with their union prior to a discussion with their 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 Human Resources or designate 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 of Human Resources or designate will meet jointly with the grievor and the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent of Human Resources 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 Associate Director, Organizational Support Services 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 Associate Director, Organizational Support Services 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.

### **L12.2 (a) Single Arbitrator**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.

### **(b) Board of Arbitration**

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an 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 Employee 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*.

**L12.3** The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

**L12.4 Discharge Grievance**

Where an Employee has received a termination notice, the Employee may file a grievance at Step Two (2) within ten (10) days of written notice of termination.

**L12.5 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 Two (2) within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance.

**L12.6 General Guidelines**

“Days” shall mean instructional days.

**L12.7** 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 S.48 (16) of the *Labour Relations Act*.

**L12.8** If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

**L12.9** If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.

**L12.10** 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 Two (2) has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

**L12.11 Grievance Mediation**

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.

**L12.12** 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.

**L12.13** Local grievance timelines shall be suspended on Central matters that are referred by either party to their Central Bargaining agent. Local parties will confirm when timelines have been suspended

(when an issue has been reported to) and resumed (when an outcome is received from) the respective Central Parties.

### **L13.0 DISCHARGE, SUSPENSION AND DISCIPLINE**

- L13.1** Matters related to work performance concerns, absenteeism, discipline or termination of an Employee shall be communicated in writing between the Parties.
- L13.2** The Employer recognizes the right of O.S.S.T.F. to represent a member at the member's request at any meeting when conduct, absenteeism or work performance concerns are being considered. The Employer or worksite administrator shall notify the member of their right to Union representation.
- L13.3** An Employee may be disciplined, suspended, demoted or discharged only for just cause. 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. Appropriate measures shall be taken to ensure the security of any related documentation.
- L13.4** The signature of an Employee on any document respecting the conduct or discipline 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.
- L13.5** The Union recognizes that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary and temporary Employees.
- L13.6** An Employee's record shall not be used against the Employee at any time after twenty-four (24) months of active employment 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 or designate.

### **L14.0 EVALUATION**

- L14.1** Bargaining Unit Employees will be evaluated by their appropriate professional Manager or Supervisor. Evaluation shall be conducted in accordance with applicable Board policies and procedures related to the Supervision of Support Staff. The direct Supervisor shall meet with the Employee to review the evaluation process and expectations prior to the commencement of the evaluation process.

(See also Principal Input on System Support Staff Procedure)

- L14.2** 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 a part of the Employee's file.
- L14.3** No member of the O.S.S.T.F. shall evaluate or participate in the evaluation, hiring, issuance of discipline or termination of employment of a Member of the Union.
- L14.4** 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.
- L14.5** Any employee who is about to receive an unsatisfactory evaluation must be informed that they have the right to union representation as per [Article L13.2](#). If an unsatisfactory evaluation is forthcoming, it should include an improvement plan with reasonable timelines.

## **L15.0 SENIORITY**

- L15.1** Seniority is defined as the length of continuous service from the last date of hire to a permanent position within the Bargaining Unit with the Thames Valley District School Board. Employees accumulate seniority as if they were full-time Employees.
- L15.2** If an Employee is transferred to a position outside of the Bargaining Unit, seniority rights acquired to the date of leaving the unit shall be retained but no further seniority will be accumulated. If such an Employee later returns to the Bargaining Unit, the Employee shall be placed in a position consistent with the retained seniority.
- L15.3** The Employer shall maintain a seniority list showing each Employee's name, date of hire and job classification as identified in [Article L1.1](#). The Employer shall post electronically a copy of the Seniority List, secure and accessible to Bargaining Unit members only, updated in January of each year.
- L15.4** Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Manager, Human Resources or designate in writing, within thirty (30) working days, of the posting of the list.
- L15.5** In adding newly hired Employees to the seniority list, all ties shall be broken by lot in a manner to be determined by the Employer and the Bargaining Unit.
- L15.6** Probationary Employees
- Newly hired Employees shall serve a probationary period of six (6) months of active work 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.
- L15.7** The seniority rights of an Employee shall cease and the Employee's employment shall be deemed to be terminated for any one of the following reasons:

- a) the Employee resigns;
- b) the Employee retires;
- c) the Employee is discharged and the discharge is not reversed through the grievance/arbitration process;
- d) the Employee is laid off for a period of longer than twenty-four (24) consecutive months;
- e) the Employee refuses recall other than specified in [Article L19.12](#).

**L15.8** An Employee who is absent from work due to illness or accident shall continue to accumulate seniority during the period of such absence. Such accumulation of seniority is for purposes of lay-off and recall only. An Employee who is on other approved leaves of absence or on lay-off shall continue to accumulate seniority during the period of such absence for a period not exceeding twenty-four (24) consecutive months.

## **L16.0 TRANSFERS AND POSTINGS**

For the purposes of this Article, the term “position” refers to a specific job class; the term “assignment” refers to caseload or worksite (s).

- L16.1**
- a) Permanent and probationary Employees shall indicate any interest in a change in full time equivalency or preference for assignment for the following school year on a Staffing Information Form, which shall be submitted to the Board by April 1st of each year. An Employee in their probationary period shall not be eligible for change in assignment until the Employee’s probationary period has been completed unless mutually agreed by the Employee and their direct supervisor with notification to the union.
  - b) New Employees hired after April 1st shall complete and submit to the Board a Staffing Information Form at the time of hire.
  - c) The April 1st timeline may be amended with mutual consent of both parties.
- L16.2** Unless specified otherwise, a vacancy shall be defined as a permanent vacancy caused by events such as resignation, retirement, discharge, death or permanent transfer to another position, promotion or when a new position is created and does not include a vacancy caused by approved or authorized absence from work of an Employee for twenty-four (24) months or less unless otherwise agreed by the parties.
- L16.3** Provided that there are no Employees on lay-off, when a permanent or temporary vacancy is created within the Bargaining Unit, the Board shall first offer the increases in full time equivalency to Employees within the job classification who have less than permanent full time equivalency, in order of seniority. The Employer shall notify all Employees on lay-off of such vacancies.
- L16.4** September Vacancies: Subject to [Article L16.3](#), when a vacancy has been identified for September placement, assignments shall be filled as follows in the following order:

- a) The assignment shall be filled based upon student and system needs, skill, ability and qualifications and where these are relatively equal, seniority shall govern.
- b) An Employee shall have one opportunity to accept an offer of change in assignment per school year. An Employee shall have the right to decline offer(s) of change in assignment for September placement.
- c) Should an Employee accept a change in assignment, any resulting vacant assignment shall be filled by further review of change in assignment requests.
- d) Should a vacancy still exist, the Board shall post the position in accordance with [Article L16.6](#).

#### **L16.5 Mid-year Placements**

- a) Should a vacancy occur during the school year, the assignment will be temporarily held by an Employee until the end of June at which time it shall be considered a vacancy for September placement purposes.
- b) Mid-year vacancies shall be filled by:
  - (i) offering it to those Employees on the layoff and recall list, according to [Article L19](#) (Lay Off and Recall)
  - (ii) offering an increase in full time equivalency to Employees within the job classification who have less than permanent full time equivalency.
- c) Should a vacancy still exist, the Board shall post the position in accordance with [Article L16.6](#). Temporary Employees shall be considered for vacancies in accordance with [Article L24.7](#).

#### **L16.6 Postings**

- a) Any vacancy remaining unfilled following the processes outlined in [Article L16.4](#) and [L16.5](#) shall be filled by posting the vacancy electronically for a period of seven (7) working days.
- b) Only qualified permanent Employees from outside the job classification may apply to the job posting.
- c) Should the vacancy remain unfilled following the posting process, the position will be advertised externally.
- d) The Board shall consult the bargaining unit prior to concurrently posting a vacancy internally and externally. External applicants will be considered only if no suitable internal applications are received.

**L16.7** Employees may be temporarily appointed to an acting supervisory position for a period of up to one (1) school year. No Employee shall be appointed to such acting supervisory position for more than a cumulative total of three (3) full school years. The Employee shall continue to accrue seniority under [Article L15](#) (Seniority) and to pay Union dues under [Article L8](#) (Union Dues Deductions) during the acting appointment. Upon termination of the acting position, or at the Employee's request given thirty (30) days notice, the Employee shall return to the Employee's previous assignment, or if redundancies have occurred in the interim, to such other assignment as the Employee may be entitled to on the basis of seniority. An Employee temporarily assigned to a supervisory role shall be paid their annual salary plus an increase of 10% for the period of such appointment.



## **L17.0 JOINT STAFFING REVIEW COMMITTEE**

- L17.1** Employees will have the opportunity to provide input and feedback on assignments for the following school year through submission of a staffing form on or before April 1<sup>st</sup>. Additional opportunities for discussions on assignments will be provided through a voluntary meeting within the job classification teams on or before June 1<sup>st</sup> wherever possible. During the month of June, a staffing allocation meeting to review PSSP staffing allocations, redundancies, displacements and recalls for the upcoming school year will be held with up to five (5) representatives from the Bargaining Unit and up to five (5) representatives of the Employer. The Board will endeavour to notify staff of their assignments before the end of the school year with consideration of transfer requests and equitable work assignments.
- L17.2** Concerns regarding the nature of distribution of assignments shall be referred to the Staffing Allocation Meeting pursuant to [Article L17.1](#).

## **L18.0 VOLUNTARY REDUCTION OF ASSIGNMENT**

- L18.1**
- a) An Employee with a full-time entitlement who, requests a part-time leave commencing the following school year shall have the request granted provided that the needs of the department can be met. The Board shall make every reasonable effort to replace employees granted a leave of absence. The request must be received by April 01 except in cases of exceptional circumstances as determined by the Employer.
  - b) An Employee who requests and is granted a part-time leave for a school year will return to a full-time assignment at the end of the leave period subject to the provisions of [Article L19](#) (Layoff and Recall).
  - c) An Employee may apply prior to April 01 for an extension of the part-time leave for the following school year and such extension shall be granted provided the department needs can be met. An Employee may receive an extension for a maximum of two (2) school years.
  - d) On return to a full-time assignment, the Employee shall be staffed in their department in accordance with the staffing provisions of the Agreement.
- L18.2** An Employee on a part-time assignment shall:
- a) be paid in accordance with the provisions of [Article L25](#) (Salary Administration) and [Article L28](#) (Vacation Pay), and
  - b) receive the Board's portion of the cost of benefits as set forth in [Article C10](#) (Benefits); and
  - c) be credited with sick leave in accordance with the provision of [Article L21](#) (Sick Leave Provisions)
- all in the same ratio as the part-time employment bears to full-time employment.

## **L19.0 LAY-OFF AND RECALL**

- L19.1** Should it become necessary to declare a position(s) permanently redundant resulting in the displacement or layoff of Employee(s), the Employer will notify the Union in writing and will meet with the Union to discuss the impact, if any, on current Employee(s) prior to notifying affected Employee(s).
- L19.2** When a position in a job classification is declared redundant, the least senior Employee in that job classification may displace the least senior Employee in the same or next lower job group for which the Employee has the necessary skills, ability and qualifications to do the job provided that the displaced Employee has less seniority and so on to the lowest job group. Employees are entitled to displace other Employees under this Article only up to the full value of their then full-time equivalence. The least senior Employee so affected will be laid off. Bargaining Unit seniority will be used to determine the least senior Employee.
- L19.3** The Employer shall notify the Bargaining Unit President of its decision to lay off Employees prior to the notification of the Employees involved.
- L19.4** A redundant or displaced Employee may elect to take a lay-off in preference to exercising displacement rights under this procedure.

### **Notice of Lay-off**

- L19.5** The Employer shall notify Employees who are to be laid off in accordance with the Ontario *Employment Standards Act*.

### **Recall**

- L19.6** Employees shall retain recall rights to the Bargaining Unit for a period of twenty-four (24) months from the date of their lay-off.
- L19.7** All Employees shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- L19.8** Employees shall be recalled on the basis of job classification in order of greatest seniority within the Bargaining Unit.
- L19.9** The Human Resources Department shall notify all Employees who have been laid off under this Article of any vacancies including 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.
- L19.10** 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.

- L19.11** Where an Employee declines to accept recall to a position the next senior Employee on lay-off shall be offered the position until all laid off Employees have been contacted.
- L19.12** Employees recalled for work of a temporary nature or for work other than their own job classification may decline the recall without losing recall rights. It is understood that the Employees recalled must have the required qualifications to do the work in question.
- L19.13** No new Employees shall be hired until those Employees on lay-off have been given the opportunity to work in accordance with this recall procedure, provided that the Employee has the necessary qualifications to do the work available.

## **L20.0 HOURS OF WORK/WORK YEAR**

- L20.1** a) The normal expectation for Employees is a thirty-five (35) hour work week with daily hours of work scheduled between 7:30 a.m. to 4:30 p.m. A minimum of one half (½) hour and a maximum of one (1) hour uninterrupted unpaid time for lunch will be provided. Reasonable and flexible changes will be allowed. Hours of work are not flexible to accommodate other employment. Time spent travelling between work locations during the workday shall be considered time worked.
- b) The Union will be consulted about any changes to the Employee's regularly scheduled daily hours of work as per 20.1 a).
- L20.2** a) It is understood that Employees will complete their assignments without extra compensation or lieu time for hours beyond thirty-five (35) hours per week. However, when Employees are preapproved to return to work or stay at work past their normal hours of work or school year they may take time off with pay equal to time accrued. Considerations for lieu time may include to attend or participate in activities which are outside their regular daily responsibilities such as parent nights, workshop presentations and/or summer court appearances. Unused lieu time accrued by the end of June may be carried forward to the end of the calendar year. Employees will request approval from their immediate Supervisor in advance and they shall be entitled to use lieu time at a time mutually agreeable to the Supervisor and Employee. Approval shall not be unreasonably denied.
- b) An Employee may decline a request to perform duties during vacation time if unable to accommodate such request.
- L20.3** The work year for full-time Employees shall be the school year as scheduled by the Board.
- L20.4** Notwithstanding [Article L20.3](#), at the request of the Supervisor and with reasonable notice, Employees will be available for up to two (2) days during the week prior to the first day of school if it is necessary, due to exceptional circumstances, for special projects, meetings and/or planning sessions related to the start of the school year. The Union shall be advised of the exceptional circumstances prior to notifying the PSSP members. Compensation will be paid at the Employee's regular rate of pay.

- L20.5** The work schedule for part-time Employees shall be set by the Employer in consultation with the affected Employee.

(See also Local [Letter A](#) for Hours of Work)

## **L21.0 SICK LEAVE PROVISIONS**

- L21.1** An Employee, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Employer stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

The Employee may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

- L21.2** The Employer shall maintain a record of each Employee's credited and accumulated sick leave and it shall be posted electronically for access by the Employee.

### **L21.3 Workers' Safety Insurance**

- a) An Employee without sick leave who is unable to perform the Employee's regular duties because of a condition compensable under the *Workplace Safety and Insurance Act* shall receive such benefits as awarded by the W.S.I.B.
- b) An Employee who, on the date of a compensable accident, had sick leave available shall continue to receive full salary and Employee benefits until such time as the sick leave is depleted. Upon the depletion of sick leave, the Employee shall receive only those benefits to which the Employee is entitled by W.S.I.B. regulations and/or Long Term Disability benefits under the Employee's L.T.D. Plan.
- c) When an Employee, who is in receipt of W.S.I.B. benefits has depleted the Employee's sick leave account, the Employee may become eligible for Long Term Disability benefits subject to the terms and conditions of the Employee's Long Term Disability Plan.
- d) The Employee will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Employer to the Employee.

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

## **L22.0 LEAVES OF ABSENCE**

### **General**

- L22.1** Except as provided in this Article, whenever an Employee applies for a leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any on which it is granted (which terms shall not conflict with any provision of the Agreement).

**L22.2** When an Employee is on an unpaid leave of absence under this Article, the Employee shall pay 100% of the premiums to the Employer to continue insurance benefits under [Article C10](#) (Benefits).

**L22.3** Any change in circumstances affecting a leave of absence which has been approved for an Employee shall be reviewed by the Employer and any necessary accommodations shall be considered, depending on the nature of the case.

#### **Leave of Absence with Full Salary**

**L22.4** Special leave without a deduction from salary and without loss of sick leave credits shall be available to the Bargaining Unit Employees for the circumstances and under the conditions outlined hereunder. Leaves under Article L22 (Leaves of Absence) require advance approval of the Supervisor, unless otherwise indicated.

**L22.5** 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.

**L22.6** Up to three (3) days will 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, grandchild, grandparent, step parent, step-child, step-grandparent or person who has acted as a parent in lieu of the natural parent. 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.

**L22.7** Up to one (1) day per school year shall be available to permit an Employee to write examinations leading to the advancement of the Employee's academic or professional qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.

**L22.8** Up to one (1) day per school year shall be available for the Employee to attend the Employee's own graduation ceremonies or the convocation of a child, spouse or partner.

**L22.9** Leave shall be granted when an Employee is absent from duty in any case where because of exposure to a communicable disease, the Employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Employee's duties.

**L22.10** One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in [Article L22.6](#).

**L22.11** An Employee who is delayed by local weather conditions but arrives at work as soon as possible during the regular work hours of that day or an Employee who has made arrangements with the Supervisor to work from an alternate location shall not have a salary deduction made.

- L22.12** Two one-half (0.5) days or one (1) day leave per school year shall be granted to attend to the Employee's personal business. This day may not be used as vacation time. This leave requires the approval of the Supervisor.
- L22.13** An Employee shall be entitled to leave for religious holidays in accordance with Board procedure.
- L22.14**
- a) At the request of the Union, the Employer shall grant up to full-time release to an Employee who is elected or selected as President of PSSP as per the following conditions:
    - i. The Union will reimburse the Board on a monthly basis the salary and the full benefits costs; and
    - ii. The Employee shall be treated for all purposes, including but not limited to the payment of salary and benefits and the accumulation of seniority, sick leave and vacation as if working at their normal assignment.
    - iii. Before the end of September, the Bargaining Unit President shall submit a request in writing for release days for that school year to the Superintendent of Human Resources or designate for approval with a copy to the Employee's immediate Supervisor. It is understood that reasonable and flexible changes to the release schedule may be necessary from time to time.
  - b) The Employer shall grant release to representatives of the Union for the purpose of carrying out Union business as per the following conditions:
    - i. A maximum of twenty (20) days per work year with pay and without loss of benefits or seniority at the request of the Bargaining Unit President.
    - ii. A maximum of ten (10) days per work year may be utilized at no cost to the Employer at the request of the Union.
    - iii. Provincial Union Leave shall be exempt from L22.14 (b)
  - c) Up to two (2) Federation Services Officers shall be entitled to a full-time leave from regular duties for a two (2) year term.
    - i. Federation Services Officers shall be paid by the Board and shall experience no loss of salary, allowances or benefits while on leave.
    - ii. The Union shall reimburse the Employer on a monthly basis for the full cost of salary, benefits and any additional allowances for Employees granted leave under this clause.
    - iii. Federation Services Officers shall be entitled to have their leave renewed.
    - iv. Federation Services Officers shall have the right to return to their previous position at the end of the term should it exist or to a comparable position if it does not, subject to the provisions of [Article L19](#) (Lay-off and Recall).
    - v. Identification and notification of Federation Services Officers to be released in accordance with this Article shall be made to the Superintendent of Human Resources or designate by May 15 each year.

**L22.15** Notwithstanding [Articles L22.4](#) to [L22.12](#), it shall be the prerogative of the immediate Supervisor to excuse an Employee from work for up to two (2) hours for reasons acceptable to the Supervisor that are not covered under other leave provisions. Such requests must be submitted to the Supervisor at least three (3) days prior to the absence whenever possible.

**L22.16** a) When an Employee is the only member of their family available to care for the needs of their immediate family, an Employee may request to use up to five (5) days per school year with no deduction of sick leave to care for the member of the family who is ill. For purposes of this Article, immediate family will be partner, child, parent or family member for which the Employee is the legal guardian of personal care.

b) 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) school days leave per school year with no deduction of sick leave credit(s). 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.

c) Indigenous employees may use existing short term paid leave:

i) To vote in elections as indicated by self-governing indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or

ii) For attendance at Indigenous cultural/ceremonial events.

It is understood as agreed to under the [Central Letter of Agreement – Historical Reference, formerly LOU #9](#) and [Central Letter of Agreement #10](#) (Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance), that the combined maximum number of days for care days, Indigenous leaves, and act of nature days is five (5) days per school year. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year to year.

### **Leave of Absence Without Pay**

**L22.17** a) The Employer may grant a short-term leave of absence up to ten (10) days without pay to an Employee for good and sufficient reason if, in the opinion of the Employer, the Employee's absence will not conflict with the efficient operations of the department. Such leave will not be unreasonably denied.

b) An Employee who is on leave of absence without pay in excess of two (2) consecutive weeks in any school year shall not earn and accumulate sick leave credits for such period. The sick leave entitlement as set out in [Article L21.1](#) will be adjusted accordingly.

c) A leave of absence not to exceed five (5) school years shall be granted by the Superintendent of Human Resources or designate, upon written request of an Employee, who is elected or appointed to public office or O.S.S.T.F. provincial office subject to the following provisions:

i. The leave shall be without pay or sick leave and time spent on leave shall not count as experience.

- ii. The leave will commence upon the assumption of the office but in no case earlier than one (1) month after the receipt of the written request for the leave, except in extenuating circumstances.
  - iii. The initial leave period will be to the conclusion of the school year.
  - iv. The Employee on leave under the appropriate Article may request an extension of the leave by April 1 of the year of leave for one (1) additional school year. Such annual extension shall be granted up to the maximum time of leave permitted under this Article.
  - v. Subject to continuing eligibility under the master contract, the Employee may continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs.
- d) A leave of absence of up to one (1) year may be granted by the Superintendent of Human Resources or designate with the Employee's Supervisor's approval upon written request under the following conditions:
- i. The Employee's absence will not conflict with the efficient operations of the department.
  - ii. The request must be received at least three (3) months prior to the leave if possible.
  - iii. The leave shall be without pay or sick leave and time on leave shall not count for calculation of vacation and/or salary increments where applicable.
  - iv. The Employee may continue participation in all benefit plans by paying 100% of the premium costs.
  - v. The Employee shall continue to accrue seniority during a said leave.
  - vi. The Employee on leave may request an extension of the leave in the first year of leave for a maximum of one (1) additional year.

### **Pregnancy/Parental/Adoption Leave**

**L22.18** Pregnancy/Parental/Adoption Leave will be in accordance with the *Employment Standards Act* as amended, from time to time.

### **Pregnancy/Parental/Adoption Leave SEB Plan**

**L22.19** 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 her regular gross pay.



- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Casual employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, Spring 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, Spring break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- m) For the purpose of Article L22.19 Employee's weekly earnings are 5/194 of the Employee's annual salary.

(See also [Central Letter of Agreement – Historical Reference, formerly LOU #9](#))

## **L22.20 Return from Leave**

An Employee returning from a leave of absence shall return to the former position they held at the time of the leave unless they have been laid off or displaced in accordance with the provisions of the Collective Agreement.

(See also Central [Article C11.0](#) and [Central Letter #4](#) for Leaves of Absence)

## **L22.21 Self-Funded Leave**

### **Description:**

- a) The Self-Funded Leave Plan shall afford an Employee the opportunity to enter into an Agreement with the Board to take a one (1) year Self-Funded Leave. During the leave term the Employee shall agree to be paid at:

i. 5 years over 6 years leave plan	83% of salary
ii. 4 years over 5 years leave plan	80% of salary
iii. 3 years over 4 years leave plan	75% of salary
iv. 2 years over 3 years leave plan	67% of salary

normally paid under the current Collective Agreement in each of these years.

### **Under the following alternatives:**

i. 5 years over 6 years leave plan	17% of salary
ii. 4 years over 5 years leave plan	20% of salary
iii. 3 years over 4 years leave plan	25% of salary
iv. 2 years over 3 years leave plan	33% of salary

shall be withdrawn by the Board in each of the years leading up to the Self-Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the Employee during the year of leave.

- b) During all years that the individual Employee is participating in the Self-Funded Leave Plan, all Employee benefits shall be maintained at a level as if the Employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave will be paid in full by the Employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the Employee's behalf.
- c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan provision, income tax implications, employment Insurance and the Canada Pension Plan.

### **Qualifications and Application**

- d) To be eligible for a Self-Funded Leave, an Employee must have at least three (3) years of continuous employment with the Thames Valley District School Board or any of the predecessor Boards.

- e) Applications for a Self-Funded Leave shall be made to the Supervisor/Manager who shall forward such application to the Department Superintendent over that area, who shall submit the application to the Manager - Human Resources or designate six months prior to the start of the elected Plan.
- f) The application form shall set out the period in which the Plan is to be effected and the time period in which the Employee requests the leave position.
- g) Applications shall be considered by the Human Resources Department.
- h) It is understood that the granting of the Self-Funded Leave Plan to an Employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:
  - i. there will be no financial impositions to the Board;
  - ii. it will not create additional work for other Employees;
  - iii. the Employee can be replaced by a Temporary Employee with no resulting training costs to the Board;
  - iv. there will be no reduction of service to the students, staff or the community;
  - v. all or part of the position may be kept vacant for the duration of the leave;
  - vi. the Employee must return to work for the Board or with an Employer that participates in the same or similar arrangement upon completion of the leave for a period of time not less than the duration of the Leave of Absence (as stipulated by Revenue Canada).
- i) Written acceptance or denial of the Employee's request will be forwarded to the Employee at least four (4) months prior to the commencement of the plan.

#### **Conditions and Term of Reference**

- j) On return from leave, an Employee shall be assigned to their former position and location except in the case of:
  - i. An accepted promotion.
  - ii. A requested and accepted transfer.
  - iii. The elimination of the position held when the leave was granted. In the event that the position no longer exists or the Employee has been bumped, the Employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.
  - iv. An Employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit for one year's seniority.
  - v. During the year of leave, the Employee participating in the Plan shall not accumulate sick leave nor shall the Employee be eligible for sick leave until the completion of the leave.

- vi. It is understood that OMERS will treat the year of leave as Broken Service, which the Employee could purchase at double contributions on 100% of annual salary (i.e. by paying both their contributions and the Employer's contributions for that year).
- vii. During the working years, Employee contributions to OMERS are based on the Employee's full salary.
- viii. For Employees contributing into the Teachers' Pension Plan, superannuation deductions are to be continued as provided by the *Teachers' Superannuation Act* and according to the policies of the Teachers' Pension Plan Board during all years that the Employee is participating and including the year of leave.
- ix. An Employee may withdraw from the Plan any time prior to taking the Self-Funded leave of absence provided that the Employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the Employee within sixty (60) days of the notification of the Employee's desire to leave the Plan.
- x. Should an Employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the Employee's estate.
- xi. Every Employee who wishes to take part and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.
- xii. Income tax shall be deducted on the actual amounts received by the Employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.
- xiii. Revenue Canada stipulates that the Employee receive no salary from their Employer during the leave other than payment of the deferred salary and the statutory benefits that the Employer would normally pay to or on behalf of the Employee.
- xiv. Revenue Canada stipulates that the Leave of Absence, may, with the consent of the Board given not less than six months prior to the scheduled date, be postponed for one year only. Under no circumstances shall such delay or deferral exceed one (1) school year and the participant must take their leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six (6) years from the date of enrollment in the Plan.

## **L23.0 PROFESSIONAL DEVELOPMENT**

- L23.1** The Board agrees to provide each Employee with three (3) days per school year for attendance at conferences or workshops which have been approved by the Employee's Supervisor. The Supervisor shall respond to the Employee's request as soon as reasonably possible. Time may be extended with the approval of the immediate Supervisor. Approval for attendance will be based on budget, relevance to system needs, learning goals, days requested, and timeliness of requests.
- L23.2** Where an Employee is specifically required by the Employer to attend any seminar, convention, conferences or courses, the Employer shall reimburse the Employee for all reasonable expenses

for attending these sessions. Traveling expenses shall be paid for in accordance with the Employer's policy and procedure.

**L23.3** Should new technology or computer programs be introduced that will affect Employees, the Employer agrees to provide the appropriate training to those affected.

**L23.4** Employees shall be allowed to flex their work schedules or accrue lieu time to accommodate Board-mandated Professional Development sessions where such sessions are not scheduled during the Employee's regular working hours.

**L23.5** An Employee invited to present a formal address at a conference related to their employment with the Board, may, at the discretion of the Employer, be granted leave with pay for that purpose.

(See also Central [Letter #4](#) for Professional Activity Days)

## **L24.0 TEMPORARY EMPLOYEES**

**L24.1** Temporary Employees shall be defined as:

- a) an Employee hired for the specific purpose of replacing another Employee absent due to a paid or unpaid leave of absence not to exceed twenty-four (24) consecutive months;
- b) an Employee hired for special projects or during periods of heavy workload, and for a specific term not to exceed twelve (12) consecutive months in the same assignment. Should it become necessary to extend the assignment beyond twelve (12) months, the reasons will be discussed with the Union.

**L24.2** Temporary Employees are covered by the following provisions of the Local Collective Agreement:

- a) Article L1 (recognition)
- b) Article L2 (Local Agreement Amendments)
- c) Article L3 (No Discrimination)
- d) Article L4 (Management Rights)
- e) Article L5 (Professional Issues)
- f) Article L6 (No Strike or Lock-out)
- g) Article L8 (Union Dues Deductions)
- h) Article L9 (Union Security and Rights)
- i) Article L12 (Grievance and Arbitration Procedure)
- j) Article L13 (Discharge, Suspension and Discipline)
- k) Article L21 (Sick Leave Provisions)
- l) Article L22.11 (Weather)
- m) Article L22.16 (b) (Inclement Weather)
- n) Article L24 (Temporary Employees)
- o) Article L29 (Health and Safety)
- p) Article L30 (Personal Information)

Temporary Employees shall be paid a daily rate of pay based on the rate of pay for the position to which they are appointed, as outlined in [Article L32](#) (Salary Chart). An allowance for experience may be granted at the time of employment, in accordance with [Article L25.11](#) (Salary

Administration) to a maximum of Step 5. In August of each year, the Board will review temporary employee's grid placement for the upcoming school year based on their previous school year's experience to determine eligibility for an increment.

**L24.3** Temporary Employees shall pay Union dues in accordance with O.S.S.T.F. By-Laws.

**L24.4** a) Subject to eligibility requirements, a Temporary Employee for a predetermined period of three (3) consecutive months or more shall be entitled to participate in the extended health care plan, dental plan and life insurance plan, as outlined in [Article C10](#) (Benefits). Temporary Employees will be required to pay 100% of the applicable premiums and remain enrolled for the duration of the assignment.

b) Where the length of an assignment is not pre-determined, subject to eligibility requirements, a Temporary Employee upon completion of three (3) consecutive months shall be entitled to participate in the extended health care plan, dental plan and life insurance plan, as outlined in [Article C10](#) (Benefits). Temporary Employees will be required to pay 100% of the applicable premiums and remain enrolled for the duration of the assignment.

**L24.5** Temporary Employees will receive vacation pay as per the *Ontario Employment Standards Act* in addition to salary which will be paid on a bi-weekly basis.

**L24.6** When interviews are conducted for a position advertised at the completion of the internal posting process, a minimum of three (3) Temporary Employees who have submitted an application and possess the required skill, ability and qualifications shall receive an interview. Should fewer Temporary Employees apply for the position, all who apply shall receive an interview.

**L24.7** When the assignment of a temporary Employee exceeds three (3) months in length a performance appraisal shall be conducted, at the request of the Employee.

(See also Central [Article C12.00](#) for Sick Leave)

## **L25.0 SALARY ADMINISTRATION**

**L25.1** Salaries shall be paid in accordance with Article L32 (Salary Chart).

**L25.2** For salary purposes, "a year" is defined as a contract year - September to August.

**L25.3** Employees will receive their T4s and T4As electronically through their Employee Portal.

**L25.4** Salaries shall be paid in twenty-six (26) instalments all of which shall be one twenty-sixth (1/26) of the annual salary. Notwithstanding the above, when a calendar year contains 53 Fridays and the odd number Friday is a pay date, there shall be twenty-seven (27) instalments all of which shall be one twenty-seventh (1/27) of the annual salary.

**L25.5** Salaries shall be paid on Fridays except when the pay date falls on a statutory holiday in which case the pay date will be the last banking day preceding that statutory holiday. Employees will receive their Statement of Salary and Deductions electronically.

- L25.6** The salary payments shall be deposited electronically at the financial institution of the Employee's choice and payment information shall be maintained in the Employee Portal which can be printed by the Employee. An Employee may change the financial institution by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
- L25.7** An Employee shall receive an increment of the salary schedule for each year of service on the anniversary date of the Employee's date of hiring. Time off work during a lay-off or on leave of absence without pay other than as specified by legislation shall not count toward service for the purpose of experience for salary placement.
- L25.8** Part-time or part-year Employees shall be paid a salary pro-rated in accordance with time worked in relation to the school year.
- L25.9** For the purpose of deduction from salary for time not worked, the salary shall be considered to be disbursed over the number of school days in the school year plus ten (10) holidays.
- L25.10** Employees required to use their own vehicles on behalf of the Board's business shall be paid a travel allowance in accordance with the Board's Policy and Procedure.
- L25.11**
- a) Previous equivalent and related experience prior to employment with the Board shall be recognized for purposes of placement on the salary grid in accordance with the guidelines developed by the parties.
    - i. Each year of experience in an equivalent position with a school Board will be credited as one step on the salary grid. For the purposes of calculating equivalent experience, a "year" shall refer to a school year, pro-rated to their working Full-Time Equivalency (FTE). Experience will not include any summer work.
    - ii. Other related professional experience will be credited at a rate of two years of experience as one step on the salary grid. For the purpose of calculating previous related experience, a "year" will be 365 days minus statutory holidays and two weeks' vacation. Any exceptions or revisions to the guidelines will be made only with the mutual consent of the parties.
  - b) When considering part-year and part-time experience, credit shall be expressed in tenths rounded to the nearest tenth. Only full years of equivalent and related credit will be recognized for grid placement purposes.
  - c) In the event that an Employee is hired into a different job classification, previous experience shall be recalculated if applicable for grid placement. The Employee shall be placed at the grid level based on experience or a minimum increase in salary of \$3,000, whichever is higher.
- L25.12** An 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.

Any overpayment reconciliation plan shall be with the mutual agreement of the Union and the employee. Any underpayment shall be made on the next possible pay date or in a manner mutually agreeable to the Union and the employee.

- L25.13** Based upon permanent FTE, employees shall be reimbursed for Professional College Registration fees where registration in the Professional College is a requirement of employment. An Employee with a permanent 0.5 FTE or less shall only be reimbursed one-half of the Professional College Registration fees.

(See also Local [Article L5.00](#) for Professional Issues)

## **L26.0 LONG TERM DISABILITY AND EMPLOYEE AND FAMILY ASSISTANCE PLAN**

- L26.1** The Employer agrees to maintain an Employee and Family Assistance Plan for Employees in the Bargaining Unit. The Employer will pay on behalf of each Employee one hundred percent (100%) of the premium for the Employee Assistance Plan.
- L26.2**
- a) Employees will pay one hundred percent (100%) of the Long Term Disability Plan premiums.
  - b) Participation in the Long Term Disability Plan is a condition of employment for all Employees who work 17.5 hours per week or more.
- L26.3** Subject to eligibility requirements and the provisions of any legislation, an Employee on any leave of absence without pay may not opt out Long Term Disability while on leave and shall be responsible for paying 100% of the premium costs.

(See also Central Article [C10.00](#) and [Central Letter of Agreement – Historical Reference, formerly LOU #9](#) for Benefits)

## **L27.0 RETIREMENT AND RETIREMENT PLANS**

- L27.1** All Employees who were eligible for a Sick Leave Retirement Gratuity Plan with their predecessor Boards prior to January 01, 1998 shall continue to be eligible for such as per the established criteria of their predecessor Board Plans as per the attached Appendix 1 (Retirement Gratuities). All other Employees shall not be eligible for a sick leave retirement gratuity.
- L27.2** An Employee employed by the Thames Valley District School Board on 1998 June 30 shall be entitled to have credited to the Employee's account any sick days accumulated with a predecessor Board on or before 1998 June 30.

(See also Central [Appendix A](#), and Local [Appendix 1](#) for Retirement Gratuities)

## **L28.0 VACATION PAY**

- L28.1** Employees shall be paid vacation pay in lieu of vacation and it shall be paid bi-weekly as follows:
- a) have completed less than 3 (three) years at 4% of earnings;
  - b) have completed 3 (three) but less than 9 (nine) at 6% of earnings;



- c) have completed 9 (nine) years but less than 17 (seventeen) at 8% of earnings;
- d) have completed 17 (seventeen) but less than 25 (twenty-five) at 10% of earnings;
- e) have completed 25 (twenty-five) or more at 12% of earnings.

## **L29.0 HEALTH AND SAFETY**

- L29.1** 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.
- L29.2** The parties agree that the Terms of Reference for the Main/Central Joint Health and Safety Committee are subject to change as required to ensure full compliance with the direction set forth pending approval by the Ministry of Labour.
- L29.3** The Board shall supply to Employees protective clothing and equipment deemed necessary by the Joint Health and Safety Committee (at no cost to the Employee).

## **L30.0 PERSONAL INFORMATION**

- L30.1** The primary non-medical personnel file shall be maintained in the Human Resources Department of the Board, recognizing that certain non-medical personnel material may be situated at the Employee's school or worksite. 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 a request to view the Employee's personnel file within five (5) days.
- L30.2** 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.
- L30.3** The Board shall keep any medical information in separate files which may be accessed only by appropriate health care professionals. Notwithstanding, Board/Union representatives involved in matters where medical information is relevant may access such files upon receipt of signed authorization from the Employee. An Employee shall have the right at any time to have access to and have copies of their medical file by making an appointment through the appropriate Board Representative and completing the required form. The Employee shall be entitled to Union Representation if requested when viewing said file.

An Employee may obtain copies of information related to their occupational medical record directly from the Workplace Safety and Insurance Board.

## L31.0 PAY EQUITY

**L31.1** The Employer and the Union agree to the Pay Equity Plan signed on 2001 July 10 and any subsequent amendments.

**L31.2** The parties agree to maintain this Pay Equity Plan in accordance with Section 7.(1) of the *Pay Equity Act*.

## L32.0 SALARY CHART

**L32.1** Salaries shall be paid in accordance with the grids below:

### Grid 1 (2022 September 01)

	0	1	2	3	4	5	6	7
Environmental Educator	49095	51008	52922	54835	56749	59362	60590	62504
School Support Counsellor	55806	57720	59633	61561	63460	65388	67302	69215
Indigenous Counsellor	55806	57720	59633	61561	63460	65388	67302	69215
Speech and Language Pathologist	68330	71828	75313	78811	82310	85809	89307	92806
Psychometrist	68330	71828	75313	78811	82310	85809	89307	92806
Audiologist	68330	71828	75313	78811	82310	85809	89307	92806
Research and Assessment Associate	68330	71828	75313	78811	82310	85809	89307	92806
Social Worker/Attendance Counsellor	68330	71828	75313	78811	82310	85809	89307	92806
Behavioural Analyst	68330	71828	75313	78811	82310	85809	89307	92806
Psychological Associate	72500	76227	79897	83652	87365	91092	94791	98518
Psychologist	77855	81853	85809	89835	93834	97832	101831	105829

### Grid 2 (Effective 2023 September 01)

	0	1	2	3	4	5	6	7
Environmental Educator	50523	52436	54350	56263	58177	60790	62218	63932
School Support Counsellor	57234	59148	61004	62989	64888	66816	68730	70643
Indigenous Counsellor	57234	59148	61004	62989	64888	66816	68730	70643
Speech and Language Pathologist	69758	73256	76741	80239	83738	87237	90735	94234
Psychometrist	69758	73256	76741	80239	83738	87237	90735	94234
Audiologist	69758	73256	76741	80239	83738	87237	90735	94234
Research and Assessment Associate	69758	73256	76741	80239	83738	87237	90735	94234
Social Worker/Attendance Counsellor	69758	73256	76741	80239	83738	87237	90735	94234
Behavioural Analyst	69758	73256	76741	80239	83738	87237	90735	94234
Psychological Associate	73928	77655	81325	85080	88793	92520	96219	99946
Psychologist	79283	83281	87237	91263	95262	99260	103259	107257

### Grid 3 (Effective 2024 September 01)

	0	1	2	3	4	5	6	7
Environmental Educator	51951	53864	55778	57691	59605	62218	63646	65360
School Support Counsellor	58662	60576	62432	64417	66316	68244	70158	72071
Indigenous Counsellor	58662	60576	62432	64417	66316	68244	70158	72071
Speech and Language Pathologist	71186	74684	78169	81667	85166	88665	91935	95662

Psychometrist	71186	74684	78169	81667	85166	88665	91935	95662
Audiologist	71186	74684	78169	81667	85166	88665	91935	95662
Research and Assessment Associate	71186	74684	78169	81667	85166	88665	91935	95662
Social Worker/Attendance Counsellor	71186	74684	78169	81667	85166	88665	91935	95662
Behavioural Analyst	71186	74684	78169	81667	85166	88665	91935	95662
Psychological Associate	75356	79083	82753	86508	90221	93948	97647	101374
Psychologist	80711	84709	88665	92691	96690	100688	104687	108685

#### **Grid 4 (Effective 2025 September 01)**

	0	1	2	3	4	5	6	7
Environmental Educator	53379	55292	57206	59119	61033	63646	65074	66788
School Support Counsellor	60090	62004	63860	65845	67744	69672	71586	73499
Indigenous Counsellor	60090	62004	63860	65845	67744	69672	71586	73499
Speech and Language Pathologist	72614	77540	79597	83095	86594	90050	93363	97090
Psychometrist	72614	77540	79597	83095	86594	90050	93363	97090
Audiologist	72614	77540	79597	83095	86594	90050	93363	97090
Research and Assessment Associate	72614	77540	79597	83095	86594	90050	93363	97090
Social Worker/Attendance Counsellor	72614	77540	79597	83095	86594	90050	93363	97090
Behavioural Analyst	72614	77540	79597	83095	86594	90050	93363	97090
Psychological Associate	76784	80511	84181	87936	91649	95376	99075	102802
Psychologist	82139	86137	90093	94119	98118	102116	106115	110113

**L32.2** Holiday pay is included in the salary rates set out in L32.1.

### **L33.0 WORKING CONDITIONS**

The Employer shall endeavour to ensure that each Employee has reasonable access to suitable, safe and consistent work areas, secure storage for personal items, records, supplies and all other amenities necessary to the duties assigned, as well as materials necessary to do assessments and provide programs.

Any concerns shall be directed to the Employee's immediate Supervisor for resolution who shall contact the school Principal to address the concern. Unresolved issues will be referred to the Mutual Concerns Committee.

## **LETTER OF AGREEMENT A: AUGMENTING HOURS OF WORK THROUGH TEMPORARY ASSIGNMENTS**

Consistent with [Article L16.3](#), a permanent part-time employee or a permanent employee participating in a full-time or part-time leave may augment their hours of work (FTE) by making a request to work temporary hours on the Staffing Form.

For salary and pay purposes, the Employee's total FTE worked will be paid at the permanent rate. For example, a permanent Employee working 0.5 FTE who also works 0.3 FTE in a temporary assignment will receive all salary and pay as if the Employee were working 0.8 FTE as a permanent Employee. All other terms and conditions of employment will be based on permanent FTE.

(See also Local [Article L20.0](#) for Hours of Work)

## **LETTER OF AGREEMENT B: PART-TIME EMPLOYEES**

Effective September 1, 2006, all part-time permanent positions will be a 0.5 F.T.E. Exceptions may be made with the mutual consent of the Board and the Bargaining Unit.

Notwithstanding the above, Employees currently having a F.T.E. other than 0.5 F.T.E. or 1.0 F.T.E. shall have their entitlement to such F.T.E. grandfathered. These Employees may be offered, at the discretion of the Board, the opportunity to permanently change their F.T.E. status to either 0.5 F.T.E. or a 1.0 F.T.E. Once the Employee has agreed to a 0.5 F.T.E. or a 1.0 F.T.E., the Employee may not return to their previous F.T.E. status.

## **LETTER OF UNDERSTANDING #1**

Between

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

And

**The Ontario Secondary School Teachers' Federation – District 11  
THE PROFESSIONAL STUDENT SERVICES PERSONNEL**

The Employer recognizes that PSSP employees (with exception of Environmental Educators and Research and Assessment) complete the administrative and case management tasks associated with their position during the workday and have autonomy to manage their daily schedule to include time for such tasks. In situations where the employee would like support to balance the direct service and administrative job tasks, they are to connect with their direct supervisor to review the situation and co-create a plan to complete the work. This plan can include location of work, prioritization of task, and agreement to pause/delay tasks.

## **LETTER OF UNDERSTANDING #2**

Between

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

And

**The Ontario Secondary School Teachers' Federation – District 11  
THE PROFESSIONAL STUDENT SERVICES PERSONNEL**

The Board will endeavour to provide no less than one half day per year within the school year calendar, to groups of Professional Student Services Employees for the purposes of professional development.

## **LETTER OF UNDERSTANDING #3**

Between

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

And

**The Ontario Secondary School Teachers' Federation – District 11  
THE PROFESSIONAL STUDENT SERVICES PERSONNEL**

### **Re: Expression of Interest Process for Assignments (Excluding Environmental Educations and Research and Assessment)**

As part of the staffing assignment process that occurs between April and June, any assignments that are outside of the typical school-based assignments for the job classification that are known will be shared with the employees. Employees will be provided an opportunity to express their interest in the assignments.

## **LETTER OF UNDERSTANDING #4**

Between

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

And

**The Ontario Secondary School Teachers' Federation – District 11  
THE PROFESSIONAL STUDENT SERVICES PERSONNEL**

Effective September 1, 2024 part-time permanent positions will be 0.4, 0.6 or 0.8 F.T.E., provided the needs of the job classification can be met.

Exceptions may be made with the mutual consent of the Board and the Bargaining Unit. Notwithstanding the above, Employees currently having an FTE of 0.5 shall have the opportunity to maintain this as a legacy entitlement to such FTE. Once the Employee agrees to a 0.4, 0.6, 0.8 or 1.0 the employee may not return to the previous FTE status for a period of no less than twenty-four (24) months unless by the mutual consent of the Employer.



## **LETTER OF UNDERSTANDING #5**

Between

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

And

**The Ontario Secondary School Teachers' Federation – District 11  
THE PROFESSIONAL STUDENT SERVICES PERSONNEL**

### **Re: Devices for Environmental Educators**

The parties recognize that Environmental Educators work on a routine and regular basis in outdoor environments that preclude access to communication devices in the event of an urgent or emergent situation. As such, the Board will provide access to mobile devices for all permanent Environmental Educators for the purposes of communication during the instructional day.

These devices shall be made available to Environmental Educators no later than the end of September 2024.

This letter shall expire as of August 30, 2026.

## APPENDIX 1: RETIREMENT GRATUITIES

### FORMER MIDDLESEX PROFESSIONAL STUDENT SUPPORT PERSONNEL

#### Retirement Gratuity (Policy 300-5):

The Board, recognizing the long-time service of its Employees, establishes the following policy approving the establishment of a retirement gratuity plan applying to all full-time Employees of the Board. For the purpose of this policy, trustees are not considered to be Employees.

#### Section I:

An Employee shall be entitled to the payment of an allowance on retirement if, immediately prior to Retirement, the Employee has completed ten (10) or more continuous years of service with the Board or its predecessors and if the Employee fulfills the requirements of one of the following:

- A. Is not a contributor to the Ontario Teachers' Pension Plan and has achieved the ninety (90) factor as determined under the Ontario Municipal Employees Retirement System or is sixty (60) or more years old or is the age eligible for receipt of a retirement gratuity established by the Collective Agreement applicable to the retiring Employee.
  - B. Is a contributor to the Ontario Teachers' Pension Plan and is eligible for an unreduced pension under the then existing provisions of the *Ontario Teachers' Pension Plan Act*; or
  - C. Is a contributor to the Ontario Teachers' Pension Plan, is sixty (60) years or more of age, and is eligible for a reduced pension under the then existing provisions of the *Ontario Teachers' Pension Plan Act*.
  - D. Is a contributor to the Ontario Teachers' Pension Plan and qualifies for an early retirement incentive plan payment under Board Policy 300-9 or otherwise would qualify if one were available, and is less than sixty (60) years of age and not eligible for an unreduced pension, that teacher shall also qualify for a retirement gratuity payment.
- A full-time member with an effective hire date prior to 1995 August 31, who has completed ten (10) or more continuous years of service with the Board or its predecessors shall be eligible for a Retirement Gratuity in accordance with the provisions of Section I of Board Policy 300-5, as revised 1995 March 06, and the formula set forth below:

$$\text{Retirement Allowance} = \frac{A}{200} \times C \times 50\%$$

where:

- A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days
- B represents the annual salary on retirement.

- A full-time member hired effective 1995 August 31 or after, who has completed ten (10) or more continuous years of service with the Board or its predecessors shall be eligible for a Retirement

Gratuity in accordance with the provisions of Section I of Board Policy 300-5, as revised 1995 March 06, and the formula set forth below:

The retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{\text{A}}{200} \times \frac{\text{B}}{25} \times \text{C} \times 50\%$$

where:

- A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days
- B represents the number of years service with the Board or its predecessor Boards to a maximum of twenty-five (25) years of service
- C represents the annual salary in either i) the school year of retirement or ii) the year in which the member attains thirty-five (35) years of pension service credits, whichever is the lesser salary.

*Retirement Gratuity - Administrative Regulations (policy 300-05)*

1. Employees requesting a retirement gratuity shall submit a written application to the Superintendent of Personnel by December 31 of the year immediately preceding the year in which the Employee intends to begin their retirement.
2. The application shall be accompanied by the following items of documentation:
  - (a) for academic Employees:
    1. an official letter of resignation stipulating the date on which the resignation is to take effect;
    2. verification of at least ten (10) continuous years of service with this Board and a predecessor Board immediately prior to the date of the intended retirement. (Because in many instances Board office records prior to 1969 are incomplete, only the period from January 1, 1969 to the date of retirement will be verified by the Board office staff.); and
    3. a letter from the Ontario Teachers' Pension Plan Board certifying that the applicant, on retirement, will be eligible for an unreduced pension;

Or

a letter from the Ontario Teachers; Pension Plan Board certifying that the applicant, on retirement, will be eligible for a pension and proof, in the form of a birth certificate, that the applicant will be at least sixty (60) years of age at the time of retirement;

Or

a letter from the Ontario Teachers' Pension Plan Board certifying that the applicant, on retirement, will not be eligible for an unreduced pension, proof, in the form of a birth certificate, that the applicant will be less than sixty (60) years of age at the time of retirement and verification that the applicant qualifies for an early retirement incentive plan payment under Board policy 300-9 or otherwise would qualify if one were available.

(b) for other Employees:

1. an official letter of resignation stipulating the date on which the resignation is to take effect;
  2. verification of at least ten (10) continuous years of service with this Board and a predecessor Board immediately prior to the date of the intended retirement. (See (a) (2) above); and
  3. verification, in the form of a birth certificate, that the applicant will be at least sixty (60) years of age at the time of retirement or will be the age eligible for receipt of a retirement gratuity established by the Collective Agreement applicable to the retiring Employee.
3. Staff members shall, in the application, choose the desired method of payment of the retirement gratuity under Article III of Policy 300-5.
  4. Applicants requesting a retirement gratuity after December 31 of any year shall not be eligible for payment of all or any part of the gratuity until the budget year immediately following the retirement.

#### **FORMER OXFORD PROFESSIONAL STUDENT SERVICES PERSONNEL**

##### **Sick Leave Credit Gratuity Payable on Retirement:**

- (a) An Employee who retires from the staff of The Oxford County Board of Education is entitled to a sick leave retirement gratuity if the Employee qualifies under the terms of Plan A or Plan B. To qualify for either plan, the Employee shall be eligible for a pension to commence payment as certified by the Ontario Municipal Employees Retirement System upon retirement (within two (2) months of termination).

##### **Plan A:**

This plan applies to an Employee who commenced continuous employment with The Oxford County Board of Education or any predecessor of The Oxford County Board of Education prior to September 01, 1978. The amount of sick leave gratuity shall be calculated as follows:

$$\frac{\text{Gross Salary of Final Year}}{2} \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

**Plan B:**

This Plan applies to an Employee who commenced continuous employment with The Oxford County Board of Education with duties commencing September 01, 1978 or thereafter. The amount of sick leave gratuity shall be calculated as follows:

$$\$8,000 \quad \times \quad \frac{\text{"A"}}{200} \quad \times \quad \frac{\text{"B"}}{20}$$

For Both Plans:

"A" = Number of unused sick leave days, not in excess of two hundred (200), accumulated during employment with The Oxford County Board of Education, or with any predecessor of The Oxford County Board of Education. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of The Oxford County Board of Education, or any predecessor of The Oxford County Board of Education shall be taken into account.

"B" = Number of full-time or equivalent years, not in excess of twenty (20), with The Oxford County Board of Education, or with any predecessor of The Oxford County Board of Education.

- (b) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the Employee and consistent with legislative requirement. Preferred methods of payment are one lump sum payment at the time of leaving, or two equal payments, one at the time of leaving and the other in the next calendar year.
- (d) A Sick Leave Credit Gratuity shall be paid to the estate of an Employee whose death occurs before retirement, while employed with The Oxford County Board of Education. The gratuity shall be calculated as though the Employee had retired, under circumstances which would qualify the Employee for the gratuity on the day before the Employee's death.

(See also Central [Appendix A](#), [Central Letter of Agreement – Historical Reference, formerly LOU #9](#) and Local [Article L27.0](#) for Retirement Gratuities)

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

Memorandum of Settlement on Local Terms

BETWEEN

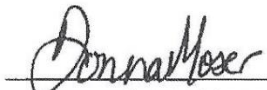
The Ontario Secondary School Teachers' Federation – District 11 – Professional Student  
Support Personnel (the "Union")

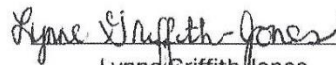
And

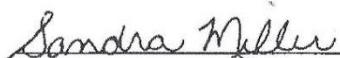
Thames Valley District School Board (the "Employer")


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 23, 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 15<sup>th</sup> day of October, 2024

  
Donna Moser  
The Ontario Secondary School Teachers'  
Federation District 11 - PSSP

  
Lynne Griffith-Jones  
Thames Valley District School Board

  
Sandra Miller  
The Ontario Secondary School Teachers'  
Federation District 11 - PSSP

  
Lyndsey Paff  
Thames Valley District School Board