

Collective Agreement Between



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

Representing

The Education Support Personnel Bargaining Unit (ESPBU)
Of District 5A of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

And



The Keewatin-Patricia District School Board (hereinafter called
the "Employer" or "Board")

September 1, 2022

To

August 31, 2026

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

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

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

C3.00 DEFINITIONS

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:
- ACÉPO refers to the Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.
- AFOCSC refers to the Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
- OCSTA refers to Ontario Catholic School Trustees’ Association as the designated bargaining agency for every English-language Catholic district school board.
- OPSBA refers to the Ontario Public School Boards’ Association as the designated bargaining agency for every English-language public district school board, including isolate boards.
- C3.3 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.4 “Casual Employee” means,
- i. a casual employee within the meaning of the local collective agreement,
 - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
 - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- C3.5 “Term Assignment” means, in relation to an employee,
- i. a term assignment within the meaning of the local collective agreement, or
 - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

Where such a dispute is filed:

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H- staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF ELHT in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the board's benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF/FEESO-EW. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF education workers withdrawing their full services:
- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for OSSTF education workers at the school board.

C10.5 Benefits Committee

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

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C12.00 SICK LEAVE

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

a) **Sick Leave Benefit Plan**

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

b) **Sick Leave Days**

Subject to paragraphs C12.1 d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

c) **Short-Term Leave and Disability Plan (STLDP)**

Subject to paragraphs C12.1 d) i-v below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) **Eligibility and Allocation**

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

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

- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

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

g) Administration

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

h) Pension Contributions While on Short-Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

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

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

<input type="checkbox"/> Bending/twisting repetitive movement of	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	---	---	--

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: EW LTD Sub-Committee

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

Indigenous employees may use existing short term paid leave:

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Diverse and Inclusive Workforce Committee

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Central Items That Modify Local Terms

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act, 2014.

1.) Pregnancy SEB Language:

- a. Seniority and experience continue to accrue during Pregnancy leave.
- b. Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

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

Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.

- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Casual employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.
- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

4. Retirement Gratuities

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

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

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

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

The following language applies only to those employees eligible for the gratuity above:”
[insert current Retirement Gratuity language from local collective agreement]

5. Long Term Disability (LTD)

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

PART B – LOCAL TERMS

L1:00 PURPOSE

- L1:01** It is the purpose of this Collective Agreement to establish and maintain collective bargaining relations between the Board and its employees, herein after called the parties, to set forth certain terms and conditions for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages, allowances and related benefits for all employees who are subject to the provisions of this agreement.
- L1:02** It is the expressed desire of the parties to maintain a harmonious relationship and to recognize the material value of joint discussions and negotiations.

L2:00 SCOPE AND RECOGNITION

- L2:01** a) The employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of the Education Support Personnel Bargaining Unit of the Ontario Secondary School Teachers' Federation, District 5A Keewatin-Patricia District School Board, herein called the Bargaining Unit, comprised of all Education Assistants as defined in 2:05 who are full-time, part-time, permanent and/or on lay-off and recall employed by the Keewatin-Patricia District School Board.
- b) All employees employed with the Keewatin-Patricia District School Board in the classification of Education Assistant as defined in 2:05 save and except Supervisors and casual employees.
- L2:02** The employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union. The Board shall not unreasonably deny the Negotiating Team's request for release time in order to prepare for and participate in negotiations. The Union shall reimburse the Board for wages and statutory benefits of the absent employee for release in excess of twenty (20) days.
- L2:03** The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2:04** The Employer further recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered or any meeting with a member where an investigation of allegations of misconduct or incompetence is taking place. Further to this, the employer shall inform the employees of their right to OSSTF representation.

L2:05 DEFINITIONS

- a) i. "Education Assistant" shall mean an employee who assists a teacher in the delivery of educational plans to individual situations or groups, primarily, but not limited to students with physical, developmental, communication and behavioural special needs.
- ii. "Education Assistant Transitions North (FASD-CCT)" shall mean an employee who assists in a specialized classroom setting as outlined in the attached Appendix C: Memorandum of

Agreement re: Terms and Conditions of the Transitions North Education Assistant.

iii. "Education Assistant Positive Behaviour Support (EA-PBS)" shall mean an employee who provides specialized support as outlined in the attached annually renewable Appendix D: Memorandum of Agreement re: Terms and Conditions of the Positive Support Education Assistant.

iv. "Education Speech Language Assistants (EA-SLA)" shall mean an employee who provides support to develop/enhance speech, language and literacy skills.

v. "Education Assistant for Students with Visual Impairment (EA-VI)" shall mean a position to assist students and support the delivery of programs for students with visual impairments.

b) "Employer or Board" shall mean the Keewatin-Patricia District School Board and its predecessors.

c) "OSSTF" or "Union" shall mean the Ontario Secondary School Teachers' Federation.

d) "District" shall mean District 5A Northern Shield of the OSSTF.

e) "Day" shall mean an employee's working day.

f) "Agreement" shall mean the Education Support Personnel (ESP) Bargaining Unit Collective Agreement.

g) "Permanent Employee" shall mean an employee employed by the Board on a full-time or half-time basis holding a permanent position with the Board.

h) "Probationary Employee" shall mean an employee who has not acquired permanent employee status or seniority as set out elsewhere in this Collective Agreement.

i) "Full Time Employee" shall mean an employee employed on a regular basis for six- and one-half hours a day, Monday to Friday, 32.5 hours per week.

j) "Half Time Employee" shall mean an employee employed on a regular basis for three and one quarter (3.25) hours per day, Monday to Friday, sixteen and one quarter (16.25) hours per week.

OR

"Half Time Employee" shall mean an employee employed on a regular basis for six and one half (6.5) hours per day, alternate days, nineteen and one half (19.5) hours per week.

Half Time hours of work will be limited to a morning or afternoon schedule to accommodate employees who may wish to combine more than one position. Principals shall make every effort to schedule half time Education Assistants so that they may combine more than one position.

k) "Casual Employee" shall mean a non-bargaining unit employee assigned to replace an absent incumbent or to fill a transitional position. (A casual employee will not be required to pay dues

and shall not form part of this collective agreement).

l) "Casual Bargaining Unit Member" shall mean a bargaining-unit member who is on lay-off and recall working on a call-in basis to replace absent Education Assistants or working in a Transitional Assignment. (Casual Bargaining Unit Members are required to pay dues).

m) "Transitional Positions" shall mean positions that are created for 60 working days or less to accommodate students during transitions, returning to the regular classroom, students awaiting funding or students whose ongoing attendance at a particular school is unknown. These positions shall be reviewed at 30 working days to determine if one of the above reasons applies. Human Resources will track these positions and should they still be deemed necessary at 60 working days they will become permanent positions and will be filled in accordance with Article L17:00.

n) "Ten (10) month employees" are defined as Education Assistants employed for 205 days, comprised of 194 school days and 11 possible statutory holidays.

o) "Member" shall mean an employee of the Board that is represented by OSSTF in the classification defined in 2:01.

p) "Party (ies)" shall mean the Union and/or the Board.

q) "Spouse" shall mean the person to whom an employee is lawfully married; or the person with whom the employee has been cohabiting in a spousal relationship including a person of the same sex.

r) "Workplace" shall mean the work location of the employee.

s) "Site Representative" shall mean a school/workplace-based representative of the Bargaining Unit.

t) "Immediate Supervisor" shall mean the principal, or designate, of the school to which the employee is assigned.

L3:00 DISCRIMINATION

L3:01 It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practiced by the Board or the Union. The parties agree that there shall be no discrimination against employees in violation of the Ontario Human Rights Code and the Ontario Labour Relations Act or relating to membership in and/or activities associated with the Union.

L3:02 The use of gender identification in this agreement shall be considered neutral in all language and context.

L4:00 MANAGEMENT RIGHTS

L4:01 The Union acknowledges that it is the exclusive function of the Board to maintain order, discipline and efficiency; administer and manage all affairs of the Board; hire, discharge, direct, transfer, classify, promote, demote or discipline employees providing any claims that the Board has exercised the above rights in a manner inconsistent with the terms of this Agreement may be the

basis of a grievance.

- L4:02** The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, consistent and impartial with this collective agreement.
- L4:03** The Board agrees to adhere to all applicable provincial statutes and regulations affecting its relationship with employees covered by this Collective Agreement.
- L4:04** No member covered by this Agreement will be required to enter into any agreement that is in conflict with this agreement.
- L5:00 UNION RIGHTS**
- L5:01** The Employer shall provide bulletin boards for the use of the Union at appropriate locations.
- L5:02** The Union shall notify the employer in writing of the names of its representatives as follows: Officers, Bargaining Committee members, and Grievance Committee members.
- L5:03** The employer shall provide the Union President upon request within thirty (30) days, with all necessary information relating to employees within the Bargaining Unit.
- L5:04** The Union may be allowed to use the inter-school mail service and electronic mail service for the purpose of communicating with its members provided there is no cost to the Board.
- L5:05** The Board shall advise all new employees that a Collective Agreement is in effect and include a copy of the Collective Agreement and a List of Union OSSTF/FEESO ESPBU Executive Members (provided by the Union to Human Resources) in their hiring package.
- L5:06** Any official correspondence from the Union or Bargaining Unit shall be sent to the Human Resources Office of the Board unless otherwise stated in this Agreement.
- L5:07** The Union shall be allowed to carry out Union business on the Employer's premises at no cost to the Union and at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conference between Union Officials and members.
- L5:08** The Union and its members shall have the right, at any time, to have the assistance of representatives of the Bargaining Unit and/or Federation.
- L5:09** a) No Bargaining Unit member will be required to perform duties outside the scope of their job descriptions.
- b) Persons outside the Bargaining Unit shall not perform the work of Bargaining Unit members except in emergencies.
- c) The parties recognize the need to suspend the provisions in article L5:09 a) and b) in the event of a Pandemic being declared.
- L5:10** No Bargaining Unit member shall be laid off or be given a reduction of hours or a change in regular scheduled hours of work as a result of the use of volunteers, co-op students, or workfare placements.

L6:00 PERSONNEL RECORDS

L6:01 The only recognized personnel file of an employee shall be maintained in the Human Resources Department of the employer. The file shall be available and open to the employee or an authorized Union Official acting upon the written authority of the employee. In the presence of the Human Resources Manager, or designate, the material shall be available for copying during the regular work hours of the Department.

L6:02 a) Employees and the Bargaining Unit President shall receive copies of any disciplinary materials or unsatisfactory performance evaluation material placed in their personnel file.

b) An employee shall have access to examine their personnel file upon prior arrangement with the Human Resources Manager. Upon request, the employee shall be provided with a copy of material contained in the file.

c) Upon written request of the employee to the Human Resources Manager, a written warning or other disciplinary action of a similar nature shall be removed from the employee's personnel file after two (2) years providing the employee has remained in the same school and the personnel file has been free of any related written warnings or other disciplinary action during the two (2) year period.

For employees whose work location changes during the two (2) year period, such disciplinary material shall be removed, upon written request to the Human Resources Manager, after four hundred and eighty-eight (488) worked days or two (2) years and four (4) months providing the employee's personnel file has been free of any written warning or other disciplinary action during the two (2) year; four month period.

Records of disciplinary action pertaining to sexual, physical or psychological harm to students and/or staff will remain in the file.

An employee shall be entitled to written reasons for the Board's refusal to consider removing disciplinary materials when requested.

L6:03 The Employer agrees to comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

L6:04 An employee shall be entitled to append and attach comments to the file in the event that they dispute information contained therein.

L7:00 STRIKES AND LOCKOUTS

L7:01 The Board agrees that there shall be no lockout of the Bargaining Unit and OSSTF agrees that there shall be no strike of the Bargaining Unit during the term of this agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.

L7:02 Where an Employee feels that their safety is jeopardized by crossing a picket line, the Employee shall contact the Director of Education or designate, who in turn will provide for the safety of the employee in reporting for work.

L8:00 UNION MEMBERSHIP AND DUES CHECK OFF

- L8:01** All permanent employees and casual Bargaining Unit members shall, as a condition of their employment, either maintain membership in OSSTF or join OSSTF within thirty (30) days of being hired.
- L8:02** The Board shall deduct from every wage payment to permanent employees all fees levied and assessed in accordance with the constitution and bylaws of OSSTF. These deductions shall be remitted to the Treasurer of OSSTF not later than the fifteenth (15th) day of each month following. Such remittance shall be accompanied by a list identifying the employees, the amounts deducted and the standard hours worked.
- L8:03** The Bargaining Unit will provide the Board with a copy of the motion(s) passed at a general meeting of District 5A authorizing the Board to deduct a levy from the payroll of all employees such amounts as are authorized and the Board will forward such deductions to the treasurer of the Bargaining Unit.
- L8:04** OSSTF agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to OSSTF in accordance with this article.

L9:00 GRIEVANCE AND ARBITRATION PROCEDURE

L9:01 Definition of Grievance

A grievance under this Agreement shall be defined as any difference between the Employer and any employee(s), or the Federation, related to the interpretation, application, administration, or alleged violation of this Agreement, of any relevant legislation or of an existing practice including any question(s) as to whether a matter is arbitrable.

L9:02 Replies in Writing

Replies to grievances, stating reasons, shall be in writing at all stages.

L9:03 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

L9:04 Representative Rights

The Federation shall have the right at any time to have the assistance of representatives of the Ontario Secondary School Teachers Federation when dealing with the Employer. Such representatives shall have access to the Employer's premises during working hours in order to investigate and assist in the settlement of a grievance.

L9:05 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step One

The Union Representative shall verbally present the complaint and redress sought to the HR Manager within ten (10) working days of the circumstances which led to the complaint, or employee(s) becoming aware of the circumstances leading to the grievance, but not thereafter.

Step Two

Failing settlement at Step One, the Union Representative shall, within ten (10) working days of the HR Manager's response in writing to the verbal presentation in Step One, submit the grievance to the Human Resources Manager.

The grievance shall contain:

a description of how the alleged dispute is in violation of the Agreement; and the clauses in the Collective Agreement alleged to be violated; and the relief sought; and the signature of the duly authorized official of the Bargaining Unit.

The Human Resources Manager shall reply in writing within ten (10) working days of the receipt of the grievance.

Step Three

Failing a satisfactory settlement being reached in Step Two, the Union may within ten (10) working days of the reply in Step Two, refer the dispute to Arbitration.

L9:06 Failure to Act Within Time Limits

Failure of the Grievor or Federation to process a grievance to the next step in the Grievance Procedure within the time limits specified, shall mean that the grievance is abandoned. Failure of the Board to comply with the stipulated timelines shall mean that the Bargaining Unit may pursue the grievance at the next step of the procedure.

L9:07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by written mutual agreement of the parties to this Agreement.

L9:08 Arbitration

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other party of the Agreement, indicating the name of a sole Arbitrator. Within ten (10) working days thereafter the other party shall answer by mail indicating the name and address of its appointee.

Where the parties fail to agree on an Arbitrator within thirty (30) working days of the notice of desire to submit to Arbitration, the party making the initial request shall request the Ministry of Labour to appoint a Sole Arbitrator. Expenses for the Sole Arbitrator shall be shared equally between the parties.

L9:09 Decisions of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

L9:10 Expenses of the Arbitrator

Each party shall pay one-half the fees and expenses of the Arbitrator.

L9:11 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

L9:12 Permission for the grievor and Union representative to leave their work without loss of salary to take part in the processing of a grievance through the grievance/arbitration procedure shall be granted by the Board under the following circumstances:

a) All time shall be devoted to the prompt handling of the grievance.

b) The Union representative and grievor concerned shall obtain the permission of the appropriate immediate Supervisor(s) before leaving their work. Such permission shall not be unreasonably withheld. In the absence of the immediate Supervisor, the Union representative and the grievor shall notify the office of the appropriate Superintendent that the representative and grievor will be away from their work location.

c) Should the nature of a grievance require a Union representative to visit the work area of an aggrieved Member, the Union representative and the Board shall establish a mutually satisfactory time for the visit.

A Member, subject to clause L9:11, whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Member had been at work for the day.

L9:13 The time limits may be extended if mutually agreed by the consent of both parties in writing.

L10:00 DISCIPLINE AND DISCHARGE

L10:01 No permanent or casual Bargaining Unit member shall be disciplined, demoted or discharged without just cause.

L10:02 In accordance with Article L2:04, an employee is entitled, prior to the imposition of demotion, discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the employee is a danger to themselves or others. The employee shall be accompanied by a Union representative. No discussion of the issue will take place until the Union representative can be present to assist the member at a mutually agreed to time. The time and place of the meeting shall be arranged by mutual agreement.

L10:03 The employee has the right to reply to such a report and that reply shall become part of the employee's file.

L10:04 The employee shall be notified in writing of the grounds for discipline or discharge. If specific actions are required to be undertaken by the employee (i.e. attendance at a training, counselling, etc.) as part of the disciplinary action, this information along with a timeframe for the actions to be completed will be included in the correspondence.

L10:05 The Employer shall provide to the Bargaining Unit President a copy of any written disciplinary action taken.

L11:00 PROBATIONARY PERIOD

a) Each new employee shall serve a three (3) month probationary period.

b) Upon successful completion of the probationary period the employee's seniority shall revert back to the employees' original start date as per article 12:01 Seniority.

c) A probationary interview and evaluation shall take place prior to the end of the three (3) month period which may result in the extending of the probationary period for up to three (3) months. Results of the interview must indicate the reasons for the extension.

d) A probationary employee shall be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge.

L12:00 SENIORITY

L12:01 Seniority is defined as the length of continuous service with the employer while holding a permanent, position in the Bargaining Unit. Seniority shall revert back to the employee's original start date including consecutive time in a casual or transitional position. Consecutive time shall not be considered broken for regular lay-off periods. Continuous service shall carry from assignment to assignment if there is no break in service.

L12:02 Seniority will be calculated according to the permanent employee's most recent start date in the Bargaining Unit.

In the event of a tie, a tie breaker will be determined by lot by the Union.

L12:03 Seniority shall operate on a Bargaining Unit wide basis.

L12:04 In making staff changes or promotions, appointments shall be made of the applicant with the greatest seniority and having the necessary skills, abilities, qualifications and knowledge.

L12:05 a) Continuity of seniority shall not be broken for an approved Leave of Absence for up to two (2) years. Such leave shall not exceed twenty-four (24) months without mutual agreement of the Parties. If the Member is working for the Board, Union dues shall continue to be deducted during this time. The Board agrees to notify the Union within five (5) days of granting an extended leave.

b) Other circumstances may be agreed to upon mutual consent of both parties.

c) Length of time out of the Bargaining Unit shall be two (2) years unless a leave is extended as per Article L34:01.

L12:06 An employee shall only lose their seniority in the event:

- a) The employee is discharged for just cause and is not reinstated;
- b) The employee resigns;
- c) The employee is absent from work in excess of five (5) working days without notifying the Employer;
- d) The employee is laid off for a period longer than three (3) years.

L12:07 Seniority lists shall be maintained by the Board. An up-to-date seniority list for ESP Bargaining Unit employees will be sent to the Federation and forwarded to each employee by March 31 of each year and will be deemed accepted within fifteen (15) working days thereafter, unless written objections are received. An updated seniority list will be provided to elected Federation officials upon request for the purposes of administering Federation business.

L12:08 Employees requesting an adjustment to their seniority accumulation must do so in writing to the Human Resources Office, with a copy sent to the Bargaining Unit President. The seniority lists may be changed at any time with the mutual consent of the Employer and the Union.

L13:00 VACATION PAY ENTITLEMENTS

L13:01 Vacation Pay Entitlement - 10 Month Employees

- a) The following schedule shall apply to 10-month employees covered by this Collective Agreement who will receive vacation pay:

Years Employed	Vacation Pay
0-2	4%
3-9	6%
10-14	8%
15-19	10%
20+	0.2% per yr to max of 2%

- b) Employees shall receive vacation pay paid bi-weekly in accordance with credited service.

L14:00 RECOGNIZED PAID HOLIDAYS

L14:01 Employees shall be granted the following recognized paid holidays without loss of their regular straight time rate of pay for that day:

- | | |
|----------------------------|---------------------------|
| Half Day Before New Year's | August Civic Holiday |
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Half Day Before Christmas |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Family Day | |

Should any of the above holidays fall on a Saturday or Sunday, the employer will allocate which day the recognized paid holiday will apply to within the previous or following week.

Payment for holidays falling on a Saturday or Sunday will be included in regular pay for the pay periods in which the holiday is recognized.

L14:02 In lieu of Remembrance Day, the Board shall grant a floating paid holiday to be used by the employee at a mutually agreeable time during the school year. Employees not employed on November 11th of the school year will not be entitled to the floater for that school year. Should an employee utilize their floater and resign prior to November 11th, the employee will be required to reimburse the employer by deduction from their final pay.

L14:03 An employee shall not lose holiday pay if the holiday falls during an absence when sick leave credits are being utilized.

L14:04 Employees working less than full time will be paid for such holidays on a prorated basis.

L15:00 HOURS OF WORK/WORKING CONDITIONS

L15:01

a) The regular work week for full time employees shall be five (5) days per week, Monday through Friday.

b) Education Assistants hours of work shall be assigned to comply with Article L2:05 Definitions.

c) The normal hours of work for all employees shall be between the hours of 8:00 am and 4:00 pm with a minimum of one-half hour for lunch. Hours worked must be consecutive.

L15:02 All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of the normal work day. Breaks will not normally be scheduled within the first hour or the last hour of the work day unless mutually agreed.

L15:03 Employees shall be assigned either as full-time or half-time only. Exceptions to this may be specific cases where an alternate work week is more appropriate for the programming needs of the students and/or the operational needs and is mutually agreed to by both parties.

L15:04 For the purpose of the balanced school day, one rest period may be combined with the lunch break to provide the required flexibility for scheduling.

L15:05 Every effort will be made by the Principal to ensure fair and equitable supervision responsibilities in a way that will also maximize classroom time with students.

- i. Education Assistants shall not be assigned general supervision duties while they are assigned to supervise a specific student.
- ii. While the parties agree that scheduling of supervision remains the responsibility of the Principal, in the event that an employee and Principal have been unable to resolve an

outstanding supervision issue, the Board agrees to meet with the Union at a mutually agreed upon time to address the concern.

- iii. Effective September 1, 2013 general supervision may be assigned up to 30% of the Education Assistant's workday.

L15:06 EDUCATION ASSISTANT - LUNCH HOUR SUPERVISORS

All Education Assistants employed by the Board, who assume lunch hour supervision of students over the lunch break for one (1) hour or a one-half (1/2) hour shall be paid their bargaining unit rate of pay.

Education Assistant-Transitions North (FASD-CCT) and Education Assistants PBS who assume lunch hour supervision shall be paid their bargaining unit rate of pay and shall have all the rights and privileges under this Collective Agreement.

L15:07 FIELD TRIPS

In the event that Education Assistants are required on field trips that extend beyond the regular school day and/or week, the following criteria will apply;

- a) Overtime will be as per Article L16:00.
- b) At the discretion of the Principal and based on student need, the first opportunity to attend field trips will be given to the Education Assistant who normally works in the class or with the student attending the field trip.
- c) Casual employees will only be used in the event no permanent EA is available or able to attend.
- d) Education Assistants attending field trips are entitled to all breaks.

L15:08 BUS SUPPORT

a) Bus support beyond the regular workday shall be a minimum of 1/2 hour and additional time shall be paid in 15 minute increments. All bus support and additional hours will be at the employee's regular rate of pay.

b) Bus support that extends the workday will be offered in order of seniority to all Education Assistants at the school where the bus originates as long as the schedule does not disrupt programming and support for students.

L15:09 Where an employee is required to travel from one (1) location to another the employee shall be entitled to a thirty (30) minute uninterrupted lunch period unless the operational needs of the school cannot be met.

L15:10 Changes to Education Assistants schedules shall be provided to those affected at least the day before whenever possible. Every effort shall be made by school administration to avoid schedule changes without advance notice.

L15:11 Education Assistants will not be requested to use their personal cell phone for interactions related to students.

L16:00 OVERTIME

L16:01 Overtime shall be defined as any hours worked in excess of the member's regularly scheduled hours. Overtime work shall normally be on a voluntary basis.

L16:02 Approval of the immediate supervisor is required before overtime work can be undertaken.

L16:03 The employer endeavors to provide twenty-four (24) hours' notice in advance (except in cases of emergency) of any night activity in the schools or offices of the employer where it is necessary to have an employee in attendance. The employer shall endeavour to keep overtime to a minimum. Any authorized overtime above an employee's regular working hours, will be paid out at straight time and a half (1/2).

L16:04 Where employees must travel to or from Board professional development activities outside of their normal hours of work, such travel time shall be considered work time and will be paid as straight time.

L16:05 Where possible, overtime work shall be distributed as evenly as possible among those normally performing the work.

L16:06 Employees assigned to accompany students on overnight trips shall be paid an additional six (6) hours per night at the employee's regular rate of pay.

L17:00 STAFF CHANGES

L17:01 When a permanent "Education Assistant" vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union and the following process will be undertaken:

- i) Those employees who have previously requested transfer due to extenuating circumstances as per Article 17:04 will be considered should they have the seniority.
- ii) Those employees in the relevant attendance area(s) holding half time positions who have completed their probationary period, as well as those on lay off and recall, will be contacted by Human Resources, in order of seniority, by telephone, and offered the positions. Should a person holding a half time position experience an increase in hours in their existing school, their hours would be increased according to Article L2:05 i) as opposed to holding two half time positions.
- iii) The re-call provisions of the collective agreement will apply.
- iv) Employees holding half time positions who decline full time a second time will not be offered further full-time positions for the balance of the school year.

L17:02 a) When a permanent "Education Assistant Transitions North" vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union and the following process will be undertaken:

- i) The position will be posted internally for 5 working days.
- ii) Permanent employees interested in the position will be required to apply to the position.
- iii) Interviews will be held and the selection criteria shall determine the successful applicant.

b) When a permanent "Education Assistant Positive Behaviour Support" vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union and the following

process will be undertaken:

- i) The position will be posted internally for 5 working days for a two-year term.
- ii) Permanent employees interested in the position will be required to apply to the position.
- iii) Interviews will be held and the selection criteria shall determine the successful applicant.

L17:03 When a permanent "Education Speech Language Assistant" vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union and the following process will be undertaken:

- i) The position will be posted internally for 5 working days.
- ii) Permanent employees interested in the position will be required to post to the position.
- iii) The position will be awarded to the permanent Bargaining Unit employee based on seniority.
- iv) The Speech Language Assistant positions shall not be part of the annual staffing process and incumbents will remain in the positions unless they request transfer during the staffing process as per article L57:00 or unless there is a vacancy of another Speech Language position.

L17:04 Throughout the year, should an employee wish to decrease their hours of work or move locations due to extenuating circumstances, the employee must communicate this information to Human Resources, in writing, with a copy to the Union President. If the employee is citing "extenuating circumstances", those details must be included in the correspondence.

Employees requesting transfer due to "extenuating circumstances" will be considered for open positions prior to members on lay off and recall, should they have the seniority.

L17:05 Positions not filled via the above process will become new permanent positions, filled by new Bargaining Unit members.

L17:06 Positions becoming vacant as a result of the absence of an incumbent after March 31 will be filled with casual employees.

L17:07 The Board agrees that where there are employees on layoff and recall, every effort will be made to staff casual positions with those individuals.

L17:08 The Board agrees that where a position exceeds thirty (30) calendar days, the position will be assessed to determine whether it will continue for a pre-determined length of time. If it is determined the position will become permanent it will be filled in accordance with L17:01 and L17:02.

L17:09 Upon request of the Union, the Board shall supply the Union with details of the employment status of a casual employee performing Bargaining Unit work.

L17:10 Employees on layoff and recall filling any Educational Assistant position will earn their bargaining unit rate.

L17:11 When a transitional position is created it will be filled by employees currently on lay-off and recall. Employees will be contacted by Human Resources and offered the position in order of seniority.

L17:12 Familiarization/Trial Period

The successful applicant for a position within a new classification shall be placed on a trial period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or at the employee's own request, at any time during the familiarization/trial period, the applicant shall be returned to their former position without loss of seniority and at the former wage or salary. The employee affected by the movement of the applicant shall be subject to Article L18:00 Layoff and Recall.

L17:13 Within eight (8) weeks of the release of the Grants for Student Needs, the Labour/Management Committee will meet to review projected funding and staffing information for the following school year. The committee will address reasons for and solutions to and staffing reductions in the Bargaining Unit for the coming school year.

L18:00 LAYOFF AND RECALL

L18:01 a) Definition of Layoff

Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full time or half time employees.

b) Layoff Procedure

The affected employee will be the person(s) with the least seniority in a position of equivalent hours to the position being reduced (where possible) in the affected school(s).

- i. In the event of layoff, employees shall be entitled to move as follows: (in the following order)
- ii. Transfer to any position(s) of equivalent hours which may be open (in accordance with Article L17:01 at the time of reduction and, if this is not possible proceed to ii) or accept the layoff.
- iii. Displace the least senior employee holding equivalent hours within their own or another attendance area subject to meeting the requirements of the position including knowledge, skill, ability and qualifications, or if no equivalent hours position exists, the affected person will displace the least senior employee holding a position of lesser or greater hours, and if this is not possible,
- iv. Accept the layoff.

NOTE: The term "open" in this section refers to a position which has already been offered, in order of seniority to Bargaining Unit members currently holding a half-time position, or members on lay-off, whose seniority is higher than that of the member being reduced.

L18:02 If a position becomes redundant during the school year, which requires the movement of an employee holding job security, then such transfer shall be accomplished in the following manner:

Employees in the school from which an employee is to be moved or transferred shall have the right to first refusal to the transfer in order of seniority.

In the event no employee in the school exercises this right to transfer, the least senior employee shall be required to transfer within the attendance area of the original position with the same entitlement.

- a) In the event of school closure, affected employee(s) shall have the right to a transfer to another attendance area if no position is available in their home attendance area or become subject to Article L18:00.
- b) The transfer required by this provision is to accommodate the job security provision.

L18:03 Recall Procedure

Employees will be recalled, as follows, to all positions becoming open or vacant before hiring externally.

- a) Employees shall only be recalled by telephone with follow-up notification by e-mail to the last known e-mail address. It is the responsibility of the employee to update their personal contact information through the Employee Self Service Portal including non-board e-mail, physical/ mailing address and telephone number. Employees shall be recalled in order of seniority to a position within the bargaining unit provided the employee subject to recall has the abilities and qualifications to perform the duties. In the event that telephone contact cannot be made, it is understood that notification by email to non-board and board email is deemed to have occurred five (5) days after being sent.
- b) It is the sole responsibility of the employee who has been recalled to notify the Board of their intention to return to work within forty-eight hours from the date of recall. The employee shall return to work within twenty-one (21) days from the date of recall, or such other time as mutually agreed.
- c) Where the employee fails to notify the Board of their intention to return to work in accordance with b) they shall lose all seniority and be deemed to have quit the employ of the Board.
- d) Recall rights shall be open to those laid off employees for a period of thirty-six (36) months from the date of layoff without loss of seniority.
 - i. If the employee declines recall to a position of equal pay and hours to their former position a second time, they shall be deemed to have resigned. When a decline is made in consideration of preference to work in either the elementary or secondary panel, Human Resources will confirm verbally with the employee that the decline will not be counted and further offers of recall to that panel will not be made. This information will be shared with the Bargaining Unit President.
 - ii. Employees have the option to accept or decline a position outside of their attendance area or remain on the recall list. It is the responsibility of the employee to notify the Human Resources Department should they wish to be recalled to a position outside of their attendance area.
- e) For the purposes of this clause, attendance areas are defined as follows:

Kenora	Ignace
Sioux Narrows	Sioux Lookout
Red Lake	Savant Lake
Ear Falls	Pickle Lake
Dryden (including Vermillion Bay and Dryden)	Upsala

- f) Employees on recall may choose to continue to participate in the group benefit plan at 100% premium cost to the employee, paid monthly in advance. Failure to provide payment will result in cancellation of the employee's coverage.

L19:00 CONTRACTING OUT

L19:01 No work which is normally or customarily performed by employees within job classifications covered by this collective bargaining agreement, shall be subcontracted by the Board to any outside source or agency except in the one area of special education/education assistants where persons employed by outside agencies may be placed in schools operated by the Board to perform similar work where such action is requested by the outside agency and deemed appropriate by the Board. This applies to First Nation Social/Education Service Agencies only.

L19:02 Where a First Nation Social/Education Service Agency Staffs a position in a school, the school Union Representative will be informed by their principal.

L20:00 SICK LEAVE

L20:01 Medical certificate of illness and/or fitness to return to duties may be required after prolonged or repeated illness. Where such medical certificate is requested by the Board, the Board shall reimburse the Bargaining Unit member for the cost of the certificate.

L20:02 MEDICAL/DENTAL APPOINTMENTS

- a) Where it is not possible to schedule an appointment outside of the school day, employees shall be allowed to utilize sick leave, or a mutually altered work schedule, where possible, in order to accommodate medical appointments in town.
- b) Out of Town medical appointments
Employees will be allowed to utilize sick leave for out-of-town medical appointments in accordance with Human Resources Policy/Procedure entitled "Sick Leave Utilization for Medical Appointments".

L20:03 The Board shall update the employee portal to provide each member a statement of the number of top up days in the member's sick leave credit account and the number of sick leave days to which the member is entitled for the current calendar year.

L21:00 BEREAVEMENT LEAVE

L21:01 In the event of a death in the immediate family, as defined in L21:02, a leave not exceeding five (5) consecutive working days, shall be granted commencing the first working day following the day of death, without loss of salary or seniority. The absence on the day of death is not included in the calculation of the leave if within the employee's regular scheduled working hours.

If the day(s) of service (funeral, burial, celebration of life) are not within the allotted five (5) consecutive days, then a portion of the allotted five (5) days may be applied at a future time, but within one (1) year from the first day of leave utilized.

Additional travel time may be granted at the discretion of the Principal or designate, in consultation with the Human Resources Manager.

L21:02 Immediate family shall include:

- Spouse (included both married and unmarried couples, of the same or other genders)
- Parent, step-parent, foster parent, legal guardian, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- Spouse of the employee's child
- Spouse of the employee's siblings
- Sibling of the employee or the employee's spouse
- Relative of the employee who is dependent on the employee for care or assistance

L21:03 In cases where necessary to take Bereavement Leave the employee shall advise the supervisor or designate concerned as soon as possible.

L21:04 Should a death in the immediate family occur during an employee's sick leave, vacation, or other paid holiday periods, the bereavement leave clause will take precedence.

L21:05 For absence occasioned by the death of a close friend or family member, not covered by the bereavement clause, a leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding one (1) day for the purpose of attending a funeral or service.

L21:06 An employee may take up to three (3) days' paid bereavement leave if they or their partner experiences a miscarriage or stillbirth. People planning to have a child through surrogacy or adoption are also eligible if the pregnancy ends by miscarriage or stillbirth. This leave can be taken at the immediate onset of death, miscarriage or stillbirth, and will follow the same guidelines as L21:01.

L22:00 COMPASSIONATE LEAVE

L22:01 Compassionate leave of up to three (3) consecutive working days shall be granted to an employee without loss of salary in an unexpected/emergent event of serious illness or injury to a member of the employee's immediate family. The duration and frequency of this leave will be at the discretion of the Principal or designate in consultation with the Human Resources Manager.

L22:02 Compassionate leave without loss of salary may be extended up to two (2) more days at the discretion of the Principal or designate, in consultation with the Human Resources Manager.

L22:03 Immediate family shall include:

- Spouse (included both married and unmarried couples, of the same or other genders)
- Parent, step-parent, foster parent, legal guardian, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- Spouse of the employee's child

- Spouse of the employee's siblings
- Sibling of the employee or the employee's spouse
- Relative of the employee who is dependent on the employee for care or assistance

Additional travel time may be granted at the discretion of the Principal or designate, in consultation with the Human Resources Manager.

L23:00 MILITARY LEAVE

- In recognition of the significant contributions and services provided by the Canadian Armed Forces, Military leave will be granted for eligible Education Assistants as described in this Article.
- For the purposes of this Article, "eligible Education Assistant" refers to a member who is enrolled as a Reservist in the Canadian Armed Forces.
- Eligible Education Assistants who wish to apply for Military Leave must forward their request in writing, to the Manager of Human Resources. To be considered, all applications must be accompanied by appropriate documentation from the Canadian Armed Forces confirming the dates and purpose of the leave.
- If the application is declined, the member will be given the reason in writing. Approval for Military Leave will not be unreasonably withheld.
- Unpaid Military Leave may be granted for eligible Education Assistants as follows:
Up to ten (10) working days per calendar year to attend standard Reservist Training or duty periods.

L24:00 LEAVE OF ABSENCE FOR ILLNESS OF CHILDREN

Where no one at home other than the employee can provide for the needs during illness of an employee's child, an employee shall be entitled, after notifying their immediate supervisor, to use up to four (4) days per year to care for the child who is ill. These days will not be deducted from Sick Leave.

L25:00 PREGNANCY/ADOPTION/PARENTAL LEAVE

L25:01

- The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their EI 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 EI and her regular gross pay.
- SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- 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.
- 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 ten (10) 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 EI and their regular gross pay. The SEB plan will be implemented as follows:
 - 1. The Board will pay one (1) week of pay at 100%
 - 2. The Board will then pay seven (7) weeks of top-up from the member's EI rate to 100% of their regular pay
 - 3. After the 7 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following weeks to ensure that the member does not earn over 100% of their regular pay.
 - 4. It is understood that the total amount paid by the board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100 % of their regular pay.

L25:02 PREGNANCY LEAVE

The Board shall grant to an employee a parental leave in accordance with Provincial requirements.

- a) Pregnancy leave means unpaid leave taken for the purpose related to giving birth.
- b) An employee must give the Board written notice at least two (2) weeks prior to the start of the pregnancy leave and provide a medical certificate indicating the expected date of birth. The actual dates may be altered for medical reasons. For short -term parental leave, these dates may be altered depending in the case of adoption on the date on which a child becomes available.
- c) An employee on pregnancy leave shall continue to be entitled to all rights, benefits and privileges which the employee would normally be entitled to under the provisions governing pregnancy leave, including:
 - i. allocation of sick leave and STLDP and carry over of top up credit for sick leave and accumulation of seniority.
 - ii. participation in each type of benefit plan that is related to the individual's employment unless the employee elects in writing to not to do so.
 - iii. the Board shall continue to make Board's contribution to benefit plans such as pension plans, life insurance plans, accidental death plans, extended health plans and dental plans, unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions, if any.
- d) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the employee and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).
- e) Except by mutual agreement of the parties concerned, the provisions governing pregnancy leave shall not apply to an employee unless the employee has worked continuously for the Board for at least thirteen (13) weeks before the expected birth date referred to in section b).
- f) Nothing in this article precludes an employee from entitlement to sick leave pay if absent because of complications arising out of pregnancy or post-delivery recovery prior to, during or subsequent to pregnancy leave.
- g) An employee returning from a pregnancy leave will be returned to her former position at the current contract salary, without loss of seniority.

L25:03 PARENTAL LEAVE

The Board shall grant to an employee a parental leave in accordance with Provincial requirements.

- a) Parental leave means unpaid leave taken following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) An employee who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.

- c) Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- d) The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leaves ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) The employee must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the employee who is the parent of a child stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, in which case the parental leave begins on the day the employee stops working.

In such cases, the employee must give the Board written notice that the employee wishes to take leave within two (2) weeks after the employee stops working.

- f) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that day.
- g) During parental leave, an employee continues to participate in each type of benefit plan that is related to the individual's employment unless the employee elects in writing not to do so.

The Board shall continue to make Board's contribution to benefit plans such as pension plans, life insurance plans, accidental death plans, extended health plans and dental plans unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions, if any.

- h) Seniority will continue to accrue and sick leave top up credits will carry over during parental leave.
- i) An employee returning from a parental leave will be returned to their former position at the current contract salary without loss of seniority.

L25:04 EXTENDED PARENTAL LEAVE

- a) Extended parental leave means unpaid leave taken following the expiration of pregnancy leave and/or parental leave.
- b) The leave may extend up to two (2) years by mutual consent between the employee and the Board in addition to the statutory leave.
- c) Requests for extended parental leave shall be submitted in writing by the employee to the Director or designate through the office of the Human Resources Manager. The request must include the length of the leave requested. The Board shall be notified of an extended parental leave by February 1st.
- d) During the leave the employee may continue to participate in the Board's Group Insurance Plans at 100% the employee's own expense, provided the group insurance plans allows such

continuation of benefits.

- e) An employee taking an extended parental leave shall suffer no loss of experience, or seniority for the leave period.
- f) An employee on extended parental leave shall be entitled, upon return to work, to be placed in accordance with Article L17:00.

L26:00 JURY DUTY AND WITNESS LEAVE

Regular wages while attending jury roll call, serving on a jury, or acting as a crown witness will be maintained unless the employee is a party to the proceeding in which case leave may be granted but will be unpaid.

L27:00 PROTECTION FROM VIOLENCE

L27:01 The Board acknowledges that employees should be protected, where possible, from violent unprovoked behavior. The parties to this agreement agree to work jointly through the JOHSC to address these issues through policy and procedure development that better ensures employee safety in the workplace.

L27:02 a) The Employer recognizes the right of all employees to be treated with courtesy, respect and dignity. The Employer recognizes that all forms of harassment are an affront to equitable treatment and are a serious form of misconduct.

b) Personal and Psychological Harassment includes verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person or serves no legitimate work-related purpose.

L27:03 The Board and the Bargaining Unit will meet as necessary with appropriate Board staff to review safety or behavior plans where ongoing issues have been identified by either the EAs at a particular school or the administration of that school.

L27:04 Where necessary, systemic communications with Principals, copied to the Union, following violent incidents involving students and EAs will take place to encourage systemic consistency and adherence to Board Policy and legislation.

L28:00 QUARANTINE

L28:01 Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or designate.

L28:02 If an employee is prevented from working at their usual work site as a result of an order by the Medical Officer of Health, or designate, the employee may be reassigned without loss of benefits, experience, or seniority.

L29:00 PROTECTED FORMS OF LEAVE

The Board shall grant to an employee Protective forms of leave in accordance with the Employment Standards Act 2000 such as but not limited to the following: Family Caregiver Leave/Family Medical Leave/Critical Illness Leave/Crime Related Child Death or Disappearance Leave/Emergency Medical Care Leave/Personal Emergency Leave.

L30:00 TEMPORARY CLOSING OF SCHOOLS/EARLY DISMISSAL

Absence from duty shall be as per Board Policy #804, "Temporary Closing of Schools/Early Dismissal."

L31:00 LEAVE FOR ELECTED OR APPOINTED OFFICE

L31:01 Upon written request, an employee shall be granted 30 unpaid leave days in order to seek nomination for Federal or Provincial office.

L31:02 Upon written request, an employee may be granted an unpaid leave of absence in order to be a candidate in a Federal or Provincial election.

L31:03 Employees elected or appointed in Federal or Provincial Government positions may be granted a leave without pay for the duration of their term.

L31:04 Leave granted under this article shall not result in loss of seniority.

L32:00 FEDERATION/UNION LEAVE

L32:01 At the request of the Bargaining Unit, the Board shall release Federation members from their regular duties, as necessary to carry out federation business providing:

- Reasonable notice has been given to the Principal or designate prior to the commencement of leave and whenever possible
- The request has been approved by the Principal or designate
- In emergencies where replacement or coverage is not available, but required, the Board and the Union will review options

L32:02 Members on such leave shall receive from the Employer full salary and employee benefits including the accumulation of: seniority, sick leave, and all other rights and privileges under this Collective Agreement.

L32:03 The Bargaining Unit shall notify the Employer the names of members to receive such Federation leave. Where possible, reasonable notice of such leave will be provided. The Union shall reimburse all costs of the absent employee.

L32:04 Employer-paid time release shall be granted to members who serve as Federation/Union representatives on Employer-Employee committees which are convened during working hours.

L32:05 The Union shall reimburse the Board for wages and statutory benefits of the absent employee.

L32:06 The President of the Bargaining Unit shall be released for the purpose of carrying out Union business. These days shall be regularly scheduled and in addition to the days identified above and are

subject to Article L32:05.

L33:00 LEAVE OF ABSENCE WITHOUT PAY

L33:01 i) Short Term

The Board may grant unpaid short term leaves of absence of five (5) consecutive working days or less for special situations that may arise. Such leaves must be approved by the Principal. One of the five (5) consecutive unpaid days the employee may use their November 11th Floater (provided it has not yet been utilized), resulting in one day of leave being paid.

ii) Extended

The Board may grant an unpaid extended leave of absence for more than five (5) consecutive working days and less than one (1) school year. The granting of an extended leave is at the discretion of the Principal or designate, with concurrence from the Human Resources Manager or designate.

iii) Long Term

The Board may grant an unpaid leave of absence of one (1) school year. The granting of an unpaid leave of one year is at the discretion of the Principal or designate, with concurrence from the Human Resources Manager or designate. This leave may be extended.

L33:02 The following will be taken into consideration when considering requests covered under L33:00:

- i) Ability to replace the employee if reasonable notice has not been given or if required
- ii) Reasons for leave – for example, once in a lifetime events will be recognized, however, normal travel which could otherwise be scheduled at times outside of the school year (i.e. March Break) will not be considered
- iii) The Board retains final decision making authority on whether or not leave requests will be granted
- iv) In order to best ensure continuity of programming and ability to replace staff the following deadlines will be adhered to. Employees must submit their request for extended leaves at least four (4) weeks in advance of the commencement of the leave. For long term leaves of absence a request in writing by May 15th for the first half of the upcoming school year and by December 3rd for the second half of the current school year is required. Applications are to be submitted to the attention of the Principal and Human Resources Manager
- v) In the case of an employee who is on lay-off and recall, and is recalled, or in exceptional circumstances, the above deadlines will be mutually agreed to be extended and requests for such leave will be considered accordingly.

L33:03 Seniority shall not be broken for the term of an approved leave.

L33:04 An employee taking leave shall retain benefit coverage provided the employee pays the full cost (subject to the terms and provisions of the group benefits plan).

L33:05 An employee returning from an extended or a long term leave of absence without pay shall have the right to return to the same position or a comparable position in accordance with the rights and

privileges of this Collective Agreement.

L33:06 An employee requesting a leave to work within the Board in another position may be granted a leave for the term or duration of a school year.

L34:00 DEFERRED SALARY LEAVE

L34:01 Leave of Absence

A one (1) year leave of absence may be granted to an employee, and through deferral of salary, the leave will be financed. Leave will be taken in the final year of the plan except as provided for below. The leave must commence no later than six (6) years after the date salary deferrals commence.

L34:02 Written Application for Deferred Salary Leave Plan

An employee must make written application to participate in the Deferred Salary Leave Plan to the Director of Education, or designate. The application must include a schedule specifying the years involved and the proposed percentage of salary deferral each year. The employee must give a commitment, in writing, to continue to work for the Board for a period of one (1) year commencing from the employee's date of return to work from the leave.

L34:03 Recommendations Concerning Leave Applications

If the Director of Education, or designate, wish to make recommendations concerning the leave application, such recommendations must be received by the employee within fifteen (15) days from the date of application.

L34:04 Responses to Leave Applications

Acceptance or rejection of the leave plan application by the Board shall be in writing, setting out the terms and conditions of the leave, or explaining the reasons for denial, within sixty (60) days from the date of application.

L34:05 Payment of Salary and Benefits

The payment of salary, benefits and the timing of the one (1) year of leave of absence shall be as follows:

- a) In each year of the plan, preceding the year of leave, the employee will be paid an agreed upon percentage of their regular base salary. The remaining percentage of salary will be deferred and this amount will be retained for the employee by the Board to finance the year of leave. The percentage of salary deferred each year cannot exceed thirty-three and one-third (33 1/3 %) of the employee's regular base salary.
- b) The deferred salary will be deposited in an individual trust account established by the Board. The interest credited to the accounts will be at rates determined by the financial institution. Any interest credited to the account during a calendar year will be paid to the employee at the end of the calendar year if required by Revenue Canada.
- c) Salary payments will be made on the employee's regular pay day. Deposits to the trust accounts will be made on the employee's regular month end pay date.
- d) During the year leave, the employee may continue to participate in the Board's group

insurance plans provided the insurance carrier allows continued participation and the employee pays one hundred percent (100%) of the applicable premiums.

- e) All amounts deferred shall be paid to the employee by the end of the taxation year following the year that the salary deferral period ended.

L34:06 Returning to Work

On returning from leave, the employee will be returned to their former or a comparable position.

L34:07 Sick Leave Credits

Sick leave credits will not accumulate during the year the employee is on leave.

L34:08 Seniority

The year of leave will count as credited service for seniority purposes and for Retirement Benefit purposes.

L34:09 Withdrawal

An employee may withdraw from the plan at any time prior to ninety (90) days from the date on which the leave is scheduled to begin. Notice of such withdrawal must be made, in writing, to Human Resources.

L34:10 Payment of Salary Following Withdrawal

An employee withdrawing from the plan as provided for above, will be paid a lump sum amount equal to the amount of salary deferred plus interest earned and unpaid to the date of withdrawal from the plan. Such a lump sum payment will be subject to any lawful or required deductions.

L34:11 Employee Death

If an employee should die while participating in the plan, the balance of deferred salary and interest in the individual trust account held for the employee will be paid to the employee's beneficiary upon receipt by the Board of proper notice.

L34:12 Postponement of Leave of Absence

Employees may postpone the year of leave for one (1) year at the discretion of the Director of Education, provided the postponement does not cause a violation of any plan restrictions. Notice of intent, with reasons to defer the year, must be made in writing, within ninety (90) days from the date the leave is scheduled to begin.

L34:13 Restrictions of Salary and Wages

During the year of leave, the employee cannot receive any salary or wages from the Board other than the amounts deferred under the plan.

L34:14 Contracts for Leave of Absence

Employees wishing to participate in the plan will be required to sign a contract supplied by the Board before final approval of participation will be granted.

L34:15 OMERS Deductions

OMERS deductions and service credit will be calculated according to OMERS regulations in effect during

the term of the plan.

L35:00 PROFESSIONAL DEVELOPMENT

L35:01 The Union and the Board agree that there is significant value to both the Board and employees covered by this agreement to provide professional development opportunities. The parties commit themselves to developing a professional development plan which will include, in part, the utilization of professional development funds that can be made available from the Union and the Board. The parties agree to meet and develop a plan and revise on an annual basis.

L35:02 The Board agrees to designate one professional development day to the Union for use by the Union. The parties agree that no Board-mandated activities will take place on that day. All Bargaining Unit members, including those in half (1/2) time and on lay-off and recall and working in transitional positions, shall participate in and be paid for full days on professional development days.

L35:03 A committee will be established each school year to identify meaningful professional development activities for Education Assistants. This committee will be comprised of up to four (4) members of the Union representing various attendance areas and up to four (4) members of the Board. The Union representatives will be responsible for assessing the needs of the employees and in conjunction with the Board representatives, suggesting appropriate professional development activities. The planning day meeting will take place in the month of June for the following school year.

L35:04 The Board shall provide release time for members of the PD Committee for meetings of the committee held during working hours.

L35:05 Professional development days will be held during the Ministry approved school year and shall be considered part of the Education Assistants work year. An employee attending the Professional Development Day shall be paid as a normal workday.

L35:06 Where, at the request of the Board, the Union is requested to participate in meetings involving all bargaining unit presidents to review and address how professional development is handled, the Union agrees to participate in such process and understands that this process may impact the existing language.

L35:07 All members, including those working less than full time and those on lay off and recall shall attend professional development activity days and receive full pay for such days.

L35:08 Members are expected to use a Board vehicle in accordance with Board Policy.

L35:09 The Board agrees to notify the Bargaining Unit President no later than April 30th of the current school year which two approved Teacher Bargaining Unit professional development days have been chosen for the following school year. The ESP professional development day for the following school year will occur concurrent with the spring PD day assigned to the Teacher Bargaining Unit.

L35:10 In support of the Union organized professional development day each Spring the Board agrees to fund 50% of the Union's expenditures up to a maximum of \$2000.00, upon receipt of an accounting of their revenues and expenses for the activities.

L35:11 The Union and the Board will work together to maintain the standardized information package that will include but not be limited to Student Safety Plans, Transition Plans, Student Behaviour Plans and Individual Education Plans for all students they may be involved with in the course of their regular day. This will include any other pertinent student information required by Education Assistants to perform their duties. The packages will be provided by Principals, or their Designate, to Education Assistants who will be given a minimum of one half of the first professional development day to review such documents and their schedules. Additionally, Education Assistants working in Secondary schools will have a minimum of one-half day prior to the commencement of second semester to review such documents and their schedules.

L35:12 The Union and the Board will work together through the Professional Development Committee, to maintain an Education Assistant Orientation Checklist that will be provided for newly hired Permanent Education Assistants. The Orientation Checklist will include but not be limited to familiarization with Student Safety Plans, Interaction Plans, Student Behaviour Plans and Individual Education Plans. The Checklist will also include general information regarding procedures, policies, resources and protocols for Education Assistants.

a) The Education Assistant Orientation Checklist for new hires will be provided by a school designated representative. Every effort will be made to review the checklist prior to commencement of their new workplace or at the earliest possible opportunity, but within the first week of employment.

b) The Education Assistant Orientation Checklist section for current staff moving worksites will be provided by a school designated representative at the earliest possible opportunity, but within the first week.

L36:00 TECHNOLOGICAL CHANGE

L36:01 Employees shall participate in training courses or training on procedures, equipment or software applications offered and paid for by the Board when applicable to bargaining unit jobs.

L36:02 If the Board plans to introduce new equipment or revised operating procedures which will result in the elimination of an existing position or reclassification of a position or positions, the Board agrees to inform the Union of the planned changes at least sixty (60) calendar days prior to their implementation.

L36:03 The Board agrees to discuss these changes with the Union prior to implementation with a view to determining means by which existing employees may qualify for the new or reclassified positions created by the changes.

L36:04 If an employee makes application for a new or reclassified position as identified in Article L42:00 below and requires additional training to qualify for the position, the Board will give first consideration to the employee in filling the position and will provide such training as it considers necessary provided the employee can become qualified in what the Board considers to be a

reasonable length of time.

L36:05 Furthermore, the Board undertakes that in the event that it is necessary to reduce the number of employees, to do so in accordance with Article L12:00, Seniority, and L18:00, Layoff and Recall.

L37:00 LABOUR-MANAGEMENT COMMITTEE

L37:01 There shall be a Labour-Management Committee consisting of up to three (3) members appointed by the Employer and up to three (3) members appointed by the Bargaining Unit.

L37:02 The committee shall meet as required, within fifteen (15) days of the request of the Bargaining Unit representative or of the Employer to discuss matters of common concern.

L37:03 i) In the event that meetings of the Committee take place during normal working hours it shall be considered time worked for the Bargaining Unit members of the Committee.

ii) Should the meeting extend beyond the normal work day, the additional time will not be paid time.

L37:04 The Board agrees to discuss any policy or planned change in operations that would directly impact members of the bargaining group in the Labour-Management Committee at least thirty (30) days prior to the proposed implementation.

L37:05 The Board shall provide the Bargaining Unit with current staffing information from Human Resources in a spreadsheet on a monthly basis. This information will include: vacancies, leaves, recall/surplus information, FTE (Full-time equivalent) of school/worksite, assignment names (PBS, SLA, etc.) and seniority.

L38:00 HEALTH AND SAFETY

L38:01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

L38:02 School Joint Health and Safety Committees shall operate as per Board Procedure.

L38:03 The Employer shall ensure that all employees will have reasonable access to work areas (keys), student records, I.E.P.'s, supplies, personal protective equipment/clothing/devices, safety plans, and all other pertinent information necessary to the duties assigned. This may also include training and information relating to student health or violent incidents to enable Education Assistants the ability to work in a safe and healthy manner. Costs associated with such equipment shall be the responsibility of the Board. Training requirements will be established by the Board with input from the Bargaining Unit. Education Assistants will not be required to carry out physical procedures unless properly trained.

L38:04 It is the responsibility of the employee to report to the employee's immediate supervisor, any working conditions which, in the employee's opinion, are unsafe or hazardous. If any differences of opinion exist between the employee and the immediate supervisor about the safety or hazardous

condition of the working conditions in question, the supervisor will immediately seek the assistance of the appropriate Superintendent of Education. If no resolution is reached, the concern will be forwarded to the Joint Health and Safety Committee.

L39:00 CONTAGIOUS DISEASES

L39:01 In situations that meet the following criteria, the employer will cover the cost of obtaining immunizations for contagious diseases:

1. The Health Unit recommends such measures;
2. Existing Group Insurance does not cover the cost.

L39:02 The Employer shall provide a safe and healthy working and learning environment as per Board Procedure "Communicable Diseases Procedure" Human Resources Procedure 0-02 dated February 2015.

L40:00 MODIFIED WORK/DUTY TO ACCOMMODATE

L40:01 The Board will continue to implement the KPDSB Accommodated Work Program. It is understood that the Union is not prejudiced in representing a member in the Collective Agreement.

L40:02 The Board, in recognition of the Union's role and legal obligations with respect to its members who may be temporarily or permanently disabled, agrees to cooperatively develop modified work plans (accommodations) for each disabled member who is able to perform work. Such cooperative efforts shall involve an Employer representative, the Bargaining Unit President and the member requiring work accommodations.

L40:03 The Bargaining Unit President shall be notified by the Board as soon as is practicable prior to the introduction of any modified/accommodated work for any member.

L41:00 WORKPLACE SAFETY & INSURANCE BOARD

L41:01 WSIB

An employee who is eligible for and receives approval of a claim by the WSIB shall be on a paid leave of absence, with no reduction in net salary or other rights under the Collective Agreement.

L41:02 Sick Days

Top up for salary purposes will be provided without deduction from Sick Leave to a maximum of four (4) years and six (6) months.

41:03 No Termination for Employees on WSIB

The Board will not terminate an employee in receipt of WSIB or LTD payments so long as it is necessary for the employee to remain on the Board's register for pension purposes.

L41:04 Representation

An employee shall have the right to Union representation at any meeting where the Board meets with an employee who was injured to discuss the conditions of the employee's return to work.

L42:00 JOB CLASSIFICATION AND RE-EVALUATION

- L42:01** All positions and salary classifications referred to in Article L47:00 of the Education Support Personnel Collective Agreement and any new position which falls within the scope of this Bargaining Unit shall be included with and form part of this Agreement.
- L42:02** The rate of pay for any position not covered by Article L47:00 which may be established during the life of this Agreement shall be subject to the job evaluation process. If the parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to the Joint Steering Committee. The new rate shall become retroactive to the time the position was first filled by an employee.
- L42:03** The preceding clause will also apply to positions of added duties and/or responsibilities except that the new rate, where applicable, shall become effective from the date of request for re-evaluation or the date of the re-evaluation whichever is earlier.
- L42:04** If a position is re-evaluated to a lower group because of diminished duties and/or responsibilities, the Board will maintain the present rate of pay for as long as the incumbent remains in the position.
- L42:05** The Board agrees to draw up job descriptions for all positions in the Bargaining Unit and new job descriptions whenever a new position is created or the duties of a position altered, in consultation with the Union. These job descriptions will be presented to the Union within thirty (30) days of the job creation or change in duties and shall become the recognized job description unless the Union presents written objection within thirty (30) days of receipt of same.
- L42:06** The Board agrees to notify the Union upon creating new positions or altering duties of existing positions.
- L42:07** The Board agrees to discuss job reclassification and job evaluation in consultation with the Union through the Labour-Management Committee.

L43:00 OMERS

- L43:01** All employees shall be covered by Ontario Municipal Employees Retirement System in accordance with the terms of that plan except for members who are qualified teachers who fall under the Teachers' Pension Plan.
- L43:02** Each employee shall contribute to the plan based on the formula established by the OMERS. The Board shall contribute an amount as per the OMERS regulations.

L44:00 BENEFITS

- L44:01** Employees are eligible for life, extended health and dental benefits in accordance with Article C10:00 and Appendix I of the Central Agreement
- L44:02** An LTD plan mandatory for all employees shall be maintained until such time as the Union elects to cancel said plan. The plan shall be a Union plan, 100% employee paid and administered by the

Board on behalf of the Union.

The Board will not terminate an employee in receipt of WSIB or LTD payments so long as it is necessary for the employee to remain on the Board’s register for pension purposes.

L44:03 Upon written request of the Bargaining Unit, the board shall provide any requested information necessary in order to assist the Bargaining Unit to make decisions regarding proposing changes to improve benefits. It is understood that the nature of the disclosure will be similar, but not limited to, the information provided by the Board in a public procurement process.

L44:04 Should employees not be entitled to benefits under the terms of the ELHT, and they continue working beyond the age of 65 they shall be entitled to benefits subject to the terms and conditions of the benefits plan as outlined in Article L44:01.

L45:00 LIABILITY INSURANCE COVERAGE FOR EMPLOYEES

The Board shall maintain liability coverage in accordance with the standard policy issued by the Ontario School Boards' Insurance Exchange (OSBIE).

L46:00 SEVERANCE PAY

L46:01 All permanent employees who have one (1) year or more of continuous service, will be eligible for severance pay when laid off by the Board.

L46:02 An employee who is laid off and entitled to Severance Pay, will be paid two (2) percent of their total earnings for the last full period of continuous service. Severance Pay due will be paid after the employee has been laid off for twelve (12) months provided the employee agrees to forfeit the remainder of their recall rights.

L47:00 RATES OF PAY

Unqualified							
Effective	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Sept. 1, 2022	\$23.14	\$23.83	\$24.48	\$25.14	\$25.83	\$26.49	\$26.85
Sept. 1, 2023	\$24.14	\$24.83	\$25.48	\$26.14	\$26.83	\$27.49	\$27.85
Sept. 1, 2024	\$25.14	\$25.83	\$26.48	\$27.14	\$27.83	\$28.49	\$28.85
Sept. 1, 2025	\$26.14	\$26.83	\$27.48	\$28.14	\$28.83	\$29.49	\$29.85
Qualified							
Effective	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Sept. 1, 2022	\$26.14	\$27.01	\$27.92	\$28.81	\$29.71	\$30.60	\$31.05
Sept. 1, 2023	\$27.14	\$28.01	\$28.92	\$29.81	\$30.71	\$31.60	\$32.05
Sept. 1, 2024	\$28.14	\$29.01	\$29.92	\$30.81	\$31.71	\$32.60	\$33.05
Sept. 1, 2025	\$29.14	\$30.01	\$30.92	\$31.81	\$32.71	\$33.60	\$34.05
Transitions North (FASD-CCT) EA & PBS EA							
Effective	Year 1	Year 2	Year 3				
Sept. 1, 2022	\$37.30	\$39.57	\$41.85				
Sept. 1, 2023	\$38.30	\$40.57	\$42.85				
Sept. 1, 2024	\$39.30	\$41.57	\$43.85				
Sept. 1, 2025	\$40.30	\$42.57	\$44.85				

L47:01 Employees will progress on the grid each September 1 until the maximum rate is achieved on the salary group.

L48:00 RETIREMENT BENEFIT PLAN

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 to receive as of that day:

L48:01 All employees who currently enjoy a Retirement Benefit Plan shall continue to do so for the life of this agreement (See Appendix A in Sharepoint on Board Website).

L49:00 MILEAGE ALLOWANCE

L49:01 Eligible employees who use their vehicles in the normal course of carrying out the employer's business shall be reimbursed at a prescribed rate per kilometer. Employees shall submit mileage expense forms in order to claim the mileage allowance.

L49:02 Education Assistants shall not be required to transport students in their own vehicle.

L50:00 NOTICE OF TERMINATION

When employment is terminated, notice as specified under the Employment Standards Act, R.S.O., shall be given by the Board except in the case of discharge for cause.

L51:00 NOTICE OF RESIGNATION OR RETIREMENT

Where an employee intends to resign or retire from their position, the Employee shall provide at least two (2) weeks written notice of their resignation or retirement to Human Resources with a copy to the Principal. Such notice can be submitted via e-mail, including the specified date of resignation or retirement.

The employee's resignation or retirement will be acknowledged in writing by Human Resources with a copy to the Payroll and Benefits Officer who in turn will provide the appropriate notification to OMERS.

L52:00 DURATION

L52:01 No changes can be made to this Agreement without the mutual written consent of the parties.

L52:02 If either party gives notice of its desire to negotiate, the parties shall meet within thirty (30) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.

L53:00 MEDICATION AND MEDICAL PROCEDURES

L53:01 An employee shall not be required to administer medication or perform health support services unless these activities are specific requirements included in their job description for which they

have been adequately trained by an appropriate Health Care Professional as per Board Policy 312. The Board recognizes that it retains all legal responsibilities for the actions of employees acting within the scope of their job description.

Retraining or follow up training shall be provided at the employee's request, within reason.

L53:02 The employer shall, through existing or supplementary insurance coverage, adequately insure personnel against claims arising from the administration of medication and/or the performance of health support services and procedures.

L53:03 Education Assistants who are required to administer medication or perform clean catheterization and shallow suctioning shall be trained as per Board Policy #312, "Administration of Medication to Students".

L53:04 Education Assistants are not expected or required to check students who are suspected of having an identified case of pediculosis (head lice). Education Assistants will report any suspicion of such condition to their supervisor.

L53:05 Education Assistants will not be responsible for training other Education Assistants assigned to students who require medical intervention and physiotherapy maintenance.

L54:00 GENERAL

There shall be no reduction of existing privileges or change in working conditions except as provided within this Agreement or as may be mutually agreed to by both parties to this Agreement.

L55:00 JOB SECURITY

Those employed effective October 2, 2003, shall not involuntarily be laid off or have their hours (as at ratification of this agreement) reduced for the currency of the current collective agreement (does not include termination for cause). This clause does not apply to school consolidation/closure. In cases of school closure/consolidation Article L18:00, Lay-Off and Recall, will apply (see Appendix B).

L56:00 STAFFING PROCESS

The following process will apply annually on a system wide basis:

L56:01 A joint Staffing Committee shall be established consisting of three (3) representatives of the Board and three (3) representatives of the Bargaining Unit. Each group is entitled to include additional members as resource individuals. The mandate of the committee will be to review dates and procedures for placement, surplus, layoff and recall.

The joint Staffing Committee shall meet on appropriate dates to be agreed upon to examine all staffing components such as but not limited to, the projected enrolment numbers of Educational Assistants for the next school year, transfer requests, potential redundancies, accommodated work plans, and specialized assignments.

The Board shall determine the needs and the staffing level of the system for the following school

year for review by the joint Staffing Committee. The joint Staffing Committee shall meet with a goal to review staffing, including but not limited to, protected complement and projected enrolment and Education Support Personnel allocation numbers by school, transfer requests, surplus, retirements, resignations and leaves.

Outside of the annual placement process either party may raise staffing issues at labour management meetings.

- L56:02** Permanent Employees wishing to transfer schools or increase or decrease their hours of work, shall submit an Educational Assistant Staffing Form to the designated Human Resources Officer before May 15th of each school year. Transfers will be granted based on seniority.
- L56:03** Employees returning from an approved leave of absence are required to confirm their return to work for the following school year, in writing, to Human Resources by May 15th of the preceding school year and shall include their placement preferences. The Staffing Committee shall place the returning employee based on seniority. Failure to inform Human Resources may result in not being staffed for the following school year.
- L56:04** Employees requesting a leave of absence for the upcoming school year must do so, in writing, to Human Resources, by May 15th of the preceding school year.
- L56:05** All permanent Education Support Staff shall remain the incumbent in their current position unless they have requested a transfer, they have been declared surplus, they will be displaced by a senior employee or they have requested a leave of absence for a full school year.
- L56:06** Transfer requests shall be reviewed by the joint Staffing Committee.
- L56:07** For the purpose of annual staffing when an employee has not yet satisfied their probationary period they will be considered for open positions when available, prior to external postings but after all surplus are recalled.
- L56:08** Should a redundancy take place the member at the school holding the least amount of seniority will be placed on the system surplus list. Where a school is reduced by a half position and all Education Assistants hold a full-time position, the least senior employee will be declared surplus and placed on the system surplus list. The available open half time position will be offered to those left on the system surplus list at the end of the process, in order of seniority.
- L56:09** The employee on surplus shall be notified by their Principal or designate that they have been placed on the surplus list. Those who have been placed on the surplus list will also be advised of their displacement options at that time.
- L56:10** Should an employee with job security be placed on the surplus list, they will be re-staffed in accordance with their job security.
- L56:11** All employees will receive an updated allocation list before June 20th or at an earlier date as mutually agreed by the Staffing Committee.

L56:12 Transfers shall take place through the submission of the "Educational Assistant Staffing Form."

L56:13 The Staffing Request form shall be reviewed annually by the staffing committee.

L57:00 CRIMINAL BACKGROUND CHECKS

The Board shall collect and manage documents and information regarding criminal background checks in a secure manner that provides for confidentiality and privacy for employees. Such documents and information shall only be accessible to the Manager of Human Resources and designated staff.

L58:00 PERFORMANCE APPRAISAL

L58:01 The parties agree to jointly maintain the Job Description and Performance Appraisal Procedure for Education Assistants and mutually agree to any changes.

L58:02 Only Principals, Vice-Principals and supervisory officers may evaluate members of the bargaining unit.

L58:03 The agreed upon Appraisal process will not include the evaluation of an employee's participation in community/voluntary activities, however, positive statements about any such participation may be made.

L58:04 By September 30th of each school year, those Education Assistants who are in their appraisal year, will be notified. Failure to provide notification will delay the evaluation process for one year.

L58:05 It is understood that performance evaluations shall be based on the role description agreed to by the parties for this purpose.

L58:06 In accordance with Article L2:04, an employee shall have the right to OSSTF representation at any meeting which is part of or results from the performance evaluation procedure, the purpose of which is to discuss work performance.

L59:00 MAINTENANCE OF PAY EQUITY AGREEMENT

The Union and the Board agree to maintain Pay Equity as per the signed Pay Equity Maintenance Terms of Reference. The parties further agree that any disputes involving Pay Equity will be referred to the Pay Equity Commission and will not be the subject of a grievance.

L59:01 Where a deemed approved Pay Equity Plan exists:

1. Within 60 days of ratification of a local collective agreement, the Bargaining Unit and the Employer shall meet to establish the joint maintenance process including the Rules of procedure for Maintenance. Any extension to this timeline shall only be by mutual agreement.
2. The Bargaining Unit and the Employer agree to jointly maintain the Pay Equity Plan. A joint review of job changes and/or evaluation of new job classes to the Bargaining Unit shall take place annually. An amended Plan shall be posted as required, or a letter of agreement shall be signed by the parties to confirm the annual review has occurred. Any extension to the

timelines for maintenance shall only be by mutual agreement.

3. The Bargaining Unit and the Employer shall meet annually, by September 30th of each year, in order to initiate the annual Pay Equity Maintenance process.
4. All meetings of the Joint Steering Committee and Joint Job Evaluation Committee will occur during the regular work day and such time shall be treated and compensated as work hours and shall not have any effect on Federation release time.
5. During the data collection process, job class incumbents shall be released from their regular duties in order to complete the Job Analysis Questionnaire. Release time shall be treated and compensated as work hours and shall not have any effect on Federation release time.

L60:00 ATTENDANCE SUPPORT

L60:01 A member shall have the right to Union representation at any meeting which is part of an attendance support program or any meeting where the member's attendance history is to be discussed.

L60:02 No medical records or medical information shall be stored in school files. All such information shall be provided by members directly to the Manager of Human Resources and stored in a confidential manner.

L60:03 A member may request copies of any and all information contained in their medical record.

L60:04 The Board shall endeavor to copy the Union on any relevant internal correspondence which amends the Board's Attendance Support Program.

KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD

Education Assistants – Retirement Gratuities – Reference only (Viewable in Sharepoint on Board Website)

OSSTF ESPBU JOB SECURITY LIST

Education Assistants – Job Security List – Reference only (Viewable in Sharepoint on Board Website)

Memorandum of Agreement

Between

The Keewatin-Patricia District School Board (the "Board")

and

OSSTF, District SA Educational Support Personnel (the "Union")

RE: TERMS AND CONDITIONS FOR THE POSITION OF DEDICATED EDUCATION ASSISTANT FOR THE TRANSITIONS NORTH (FASD-CCT)

In order to facilitate the initiation and development of dedicated FASD-CCT programming with appropriately trained support personnel, the Board and the Union agree to the following:

1. In establishing FASD-CCT classrooms, the Board, shall, in its sole discretion, identify the required FASD-CCT EA job criteria and be permitted to hire according to those criteria without reference to seniority.
2. FASD-CCT Education Assistant positions will be posted internally within the Board and all applications received will be considered without reference to seniority or bargaining unit membership with the understanding that these positions, once hired, shall become part of the bargaining unit.
3. The establishment and future development of the FASD-CCT program shall not have an adverse impact upon existing programs, nor result in the diminishment of the overall EA complement or the number of Bargaining Unit members in affected attendance areas.
4. FASD -CCT EAs agree to undergo such training as is deemed necessary by the Board and its advisors to establish and maintain the viability of FASD-CCT classrooms.
5. All required training and related travel, including travel necessitated by the performance of job-related duties, shall be at the expense of the Board and subject to overtime provisions contained in the collective agreement between the District SA ESP Bargaining Unit and the Board.
6. Based on seven-hour day and commensurate with enhanced training and job expectations, the hourly pay for FASD-CCT EAs shall be defined according to the collective agreement.
7. Should an FASD-CCT EA opt to leave the FASD-CCT program; or be deemed unsuitable, in accordance with the processes outlined in the collective agreement; or should the FASD-CCT program end, that EA shall have access to employment within the bargaining unit in accordance with their seniority.

8. The Board and the Union agree to continue to work together on a mutual agreement basis with regard to the implementation and development of the program, the position, the job description and other matters not specifically outlined herein which may arise.
9. Unless otherwise specified in this Memorandum, FASD-CCT EAs shall be subject to the terms, conditions, protections and entitlements contained in the collective agreement and accompanying memoranda (including the attached FASD-CCT Job Description) agreement between the District SA ESP Bargaining Unit and the Board. This Memorandum shall be appended to the collective agreement.

Memorandum of Agreement Between
The Keewatin-Patricia District School Board
(the "Board")
and
OSSTF, District SA Educational Support Personnel (the "Union")

RE: TERMS AND CONDITIONS FOR THE POSITION OF DEDICATED EDUCATION ASSISTANT FOR POSITIVE BEHAVIORAL SUPPORT PROGRAMS

In order to facilitate the initiation and development of dedicated PBS program with appropriately trained support personnel, the Board and the Union agree to the following:

1. In establishing a PBS program, the Board, shall, in its sole discretion, identify the required EA job criteria and be permitted to hire according to those criteria without reference to seniority.
2. The position for the PBS Education Assistant positions will be posted internally within the Board and all applications received will be considered without reference to seniority.
3. PBS EAs agree to undergo such training as is deemed necessary by the Board.
4. All required training and related travel, including travel necessitated by the performance of job-related duties, shall be at the expense of the Board and subject to overtime provisions contained in the collective agreement between the District 5A ESP Bargaining Unit and the Board.
5. Based on seven-hour day and commensurate with enhanced training and job expectations, the hourly pay for PBS EAs shall be defined according to the established grid.
6. The establishment of the PBS program shall be on a without precedent without prejudice basis.
7. Should a PBS EA opt to leave the program; or be deemed unsuitable, in accordance with the processes outlined in the collective agreement; or should the PBS program end, that EA shall have access to employment within the bargaining unit in accordance with his/her seniority.
8. The Board and the Union agree to continue to work together on a mutual agreement basis with regard to the implementation and development of the program, the position, the job description and other matters not specifically outlined herein which may arise.
9. Unless otherwise specified in this Memorandum, PBS EAs shall be subject to the terms, conditions, protections and entitlements contained in the collective agreement and accompanying memorandum agreement between the District 5A ESP Bargaining Unit and the Board.

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and The Ontario Secondary School Teacher's Federation ESPBU – Education Assistant Bargaining Unit. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on February 27, 2024, and by the Ontario Secondary School Teacher's Federation, Education Assistants Bargaining Unit on March 8, 2024.

FOR THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD

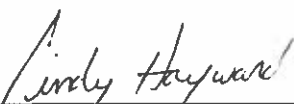


Jasmin Marion, Human Resources Manager



Christy Radbourne, Director of Education

FOR THE OSSTF D5A EDUCATION SUPPORT PERSONNEL (ESP) BARGAINING UNIT



Cindy Hayward, President



Shirley Kowalchuk, Chief Negotiator

Signed this 8th day of October 2024, at Dryden, Ontario