

OSSTF

Support Staff Central Table Brief

September 2019

This proposal is submitted on a without prejudice basis and subject to error and omissions.

Support Staff Negotiating Brief

Legend:

Bold = New language to be proposed

Strikethrough = Proposed elimination of existing language

C1.0 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.

C2.0 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 three (3) years from September 1, **2019** to August 31, **2022**, 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.

d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C3.0 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

C4.0 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA 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. The parties agree that the Crown may attend meetings.

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

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

C5.0 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 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.

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.

- a) 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 the other local party.
- ii) **The Central Parties may engage in informal discussion of the disputed matter.**
- 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 central parties shall select a mutually agreed upon 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.

C6.0 EXTENDED MANDATORY ENROLMENT 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 work week, 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.~~

All OSSTF/FEESO members, except those required to contribute to the Ontario Teachers' Pension Plan (OTPP), shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) pension plan from date of hire. All such employees and school board employers shall make contributions in accordance with the provisions of OMERS and the legislation which governs it.

Boards shall notify the Union of the names and enrolment dates for all contributors to the OMERS pension plan.

C7.0 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.

C8.0 WORK YEAR

****NOTE: The following language will be incorporated into the relevant local agreements. All remaining issues of work year, work day, etc are open for discussion at local bargaining tables.**

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

C9.0 ~~VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT~~

~~a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the employee's normal retirement date.~~

~~b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.~~

~~Pursuant to b) above, the following will apply:~~

~~c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.~~

~~d) If an Employee is 61 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.~~

C10.0 BENEFITS

OBJECTIVES FOR BARGAINING

The following are the objectives to be bargained. Current language in this article and in Letter of Agreement #2 will be amended as needed.

- **Allow the OSSTF ELHT to function as a single entity**
- **Provide equitable funding and access to OSSTF ELHT Benefits for all members**
- **Remove/Rescind reconciliation of FTE funding**
- **On-going funding for the OSSTF ELHT**
 - **Maintain current benefit funding with annual adjustments for the appropriate benefits claims trends as determined by the OSSTF ELHT**
 - **Include an additional adjustment at the expiration date of the Agreement**
- **Remove requirement for action by the ELHT if the CFR is less than 8.3%**

- **Improve HRIS processes to enhance Member experience**

Parties have agreed to participate in a Provincial Benefit Trust, set out in the appended Letter of Agreement #2, subject to the due diligence process contained therein. The date on which a Board commences participation in the Trust shall be referred to herein as the “Participation Date”.

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees’ Participation Date in the Trust.

Post Participation Date, the following shall apply:

C10.1 Funding

a) The funding per full-time equivalent employee will be calculated as per the appended Letter of Agreement.

C10.2 Cost Sharing

a) With respect to the funding in C10.1 a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.

b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C10.3 Payment in Lieu of Benefits

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

C10.4 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C11.0 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or ~~Critically Ill Child Care~~ Critical Illness Leave

a) Family Medical Leave or ~~Critically Ill Child Care~~ **Critical Illness** leaves 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.

C11.2 PARENTAL LEAVE SUPPLEMENTARY EMPLOYMENT BENEFITS (SEB)

- a) **The Employer shall provide for permanent employees and employees hired in term assignments who access a parental leave, a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive salary for an eight (8) week period 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 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 or filling a long-term assignment 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 on daily casual assignments are not entitled to parental leave benefits.**
- e) **The employee must provide the Board with proof of application for and proof of receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.**
- f) **If an employee begins parental leave while on an approved leave from the employer, the above parental benefits provisions apply.**
- g) **A parental leave that begins during an unpaid period (i.e. summer, March break, etc.) shall still trigger the parental benefits. In those cases the parental benefits shall commence on the first day after the unpaid period.**
- h) **For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.**
- i) **A SEB plan to top up parental E.I. Benefits for eight (8) weeks at 100% salary is the minimum for all eligible employees. Where there are superior local benefits, these shall remain.**

C12.0 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. 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(s)**, the Employee will continue to access any unused sick leave days or STLDP days from ~~the previous school year's allocation~~ **the original allocation applicable to the school year in which the absence began.**

Where the Employee returns to his/her full FTE, access to the new allocation provided as per paragraphs C12.1b) 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 his/her full FTE without absence due to **the same illness or injury. Any absence for any other illness or injury will not result in a loss of salary or further reduction in the original sick leave allocation but will instead be deducted from the new allocation.**

- 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(s)** and has returned to work at less than his/her FTE, **for the unworked portion of the day to which the Employee has not yet returned** the Employee will continue to access any unused sick leave days or STLDP days ~~from the previous school year's allocation~~ **until the original allocation applicable to the school year in which the absence began is depleted. For the worked portion of the day, all absences shall be deducted from the new allocation in accordance with d ii.** In the event the Employee exhausts their **original allocation** 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, but will instead be deducted from the new allocation once 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 an employee 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 their working days 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 or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her 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 STLDLP 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 for 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.

C13.0 MINISTRY INITIATIVES

~~OSSTF/FEESO education workers will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.~~

The Ministry of Education commits to the continuation of the Provincial Committee on Ministry Initiatives with representatives from education unions and school board leadership. The Provincial Committee on Ministry Initiatives shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

C14.0 COMPENSATION

- 1. Effective the first working day of each school year, School Boards shall increase all existing grids, allowances, rates of pay, premiums, and all other compensatory amounts, by the maximum of the Cost of Living Adjustment (COLA), expressed as a percentage (rounded to one decimal place), and 0 (zero). COLA shall be calculated as follows:**

$$\text{COLA} = (C-1) \times 100\%$$

Where $C = A / B$;

A = the average of the monthly CPI* value for the 12-month period ending June of the current year; and

B = the average of the monthly CPI* value for the 12-month period ending June of the year immediately previous to the current year.

***CPI = the monthly Ontario all-item CPI, not seasonally adjusted as reported by Statistics Canada.**

The September 1, 2019 percentage increases shall be applied after the August 31, 2019 percentage increases in the 2017-2019 extension agreements have been applied.

- 2. Effective the first working day of the 2020-2021 school year, all grids, allowances, rates of pay, premiums, and all other compensatory amounts shall be increased by the maximum of the Cost of Living Adjustment (COLA), expressed as a percentage (rounded to one decimal place), and 0 (zero). COLA shall be calculated by the same method as 1 above.**
- 3. Effective the first working day of the 2021-2022 school year, all grids, allowances, rates of pay, premiums, and all other compensatory amounts shall be increased by**

the maximum of the Cost of Living Adjustment (COLA), expressed as a percentage (rounded to one decimal place), and 0 (zero). COLA shall be calculated by the same method as 1 above.

C15.0 VOLUNTARY UNPAID LEAVE OF ABSENCE DAYS

- 1. Voluntary Unpaid Leave of Absence Days (VLAD) shall be available to all OSSTF/FEESO bargaining units. This program shall be considered an approved Leave of Absence, and is in addition to any Leaves of Absence, or superior entitlements already available in local collective agreements.**
- 2. Employees may apply for up to five (5) unpaid leave of absence days, in each year of the Collective Agreement.**
- 3. Requests for unpaid VLAD shall not be denied provided that, if necessary, there are expected to be enough available casual staff to cover for absent employees, and subject to reasonable system and school requirements. Staff absences from 15% to 20% in a school or worksite shall be seen as reasonable. Conditional approvals that depend on the future availability of casual staff for the date(s) requested are not permitted.**
- 4. Requests for unpaid VLAD shall not be denied for support staff for whom casual staff coverage is not required according to the terms of the local agreement or practice agreed to by the local parties.**
- 5. Approval for VLAD shall be on a first-come/first-served basis. Requests for VLAD and/or specific date identification shall be made at least two weeks in advance. Exceptions may be considered with mutual consent.**
- 6. a) For VLAD scheduled in advance of the next school year, the salary deduction will be equalized over the pay periods of the next school year provided the requests are made in writing by May 31st. Such requests do not require specific date identification at the time of request.**
b) If due to unforeseen circumstances, the employee must cancel VLAD, written notice will be provided and any equalized salary deduction will be reimbursed during the following pay period.
- 7. Deductions for VLAD scheduled during the current school year shall occur during the pay period in which the VLAD is taken.**
- 8. Requests for VLAD will not normally include the first week following the start of the school year (other than an August PD day) or second semester (in secondary schools).**

9. VLAD shall be reported as approved leaves of absence for the purposes of the Ontario Teachers' Pension Plan and OMERS.

10. The taking of VLAD days shall not result in the loss of any holiday pay that would otherwise be paid to any employees. Example: For further clarity, if a VLAD is taken on the Friday prior to Victoria Day then the Thursday is considered the last regularly scheduled work day.

11. By June 30 of each year, the Board and the Bargaining Unit shall meet to conduct a reconciliation of net savings realized due to VLAD. Upon completion of the reconciliation process, the Board and the Bargaining Unit shall determine by mutual agreement, how the net savings will be utilized in the subsequent school year. The net savings shall be considered additional funding available for programs/services and/or items to support student learning.

C16.0 NOTIFICATION OF POTENTIAL RISK OF PHYSICAL INJURY - WORKPLACE VIOLENCE

The Board is required under s.32.0.5 (3) of the Occupational Health and Safety Act (OHSA) to provide information to workers related to a risk of workplace violence from a person with a history of violent behaviour. When this information is required, it shall be provided on Appendix F (Truncated Student Safety Plan) or Appendix G (General Safety Plan) from the Workplace Violence in School Boards: A Guide to the Law published in March 2018. (attach Appendix F and G)

C17.0 WSIB TOP-UP

Effective September 1, 2019, any employee who is eligible for WSIB benefits will have their salary topped up to 100% by the employer. This top up is provided without a reduction to the employee's sick leave allocation and is for a maximum of four (4) years and six (6) months.

C18.0 PROVINCIAL FEDERATION RELEASE DAYS

1. At the request of the OSSTF/FEESO Provincial Office, Federation release day shall be granted upon request for the purpose of carrying out Provincial Federation business.
2. Federation release days requested for the purpose of Provincial work will not be deducted from the bargaining unit agreement release day cap.
3. Members that access release for the purpose of Provincial work shall receive from the Employer full salary and employee benefits including the accumulation of: credit for

experience; seniority; sick release day; and all other rights and privileges under this Collective Agreement.

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

C19.0 JOB SECURITY

1. The existing FTE complement, in all OSSTF/FEESO support staff job classes as of March 5, 2013 or February 15, 2019, whichever is greater will be maintained. For clarity, a job class is defined as per the existing collective agreement or the past practice of the parties in implementing surplus provisions.

- i. Annual base staffing ratios in each job class in the bargaining unit shall be maintained. Staffing ratios in each job class in the bargaining unit shall be augmented, at minimum, in proportion to the percentage increase in enrolment as of xxx date each year.
- ii. Where the annual base staffing ratio is augmented beyond the existing FTE complement, the adjusted staffing ratio shall become the baseline staffing number for the following year.
- iii. In response to the fulfillment of programming deemed to require additional support staff personnel, the Staffing Committee (SC) as defined in 3 below, shall meet as soon as is practicable to adjust the FTE complement.

2. No person, paid or unpaid, shall perform the work of any member of a job class except members of that job class belonging to the bargaining unit.

C20.0 STAFFING COMMITTEE (SC)

1. A Staffing Committee (SC) shall be created consisting of equal representation from the bargaining unit and the employer. Where a SC or similar structure currently exists, the provisions below establish a minimum requirement and shall not diminish existing rights, rules, processes and agreed-to staffing formulae.

2. The SC shall meet during normal work hours. Bargaining unit members of the SC shall be entitled to release time at employer expense.

3. The SC shall be responsible for the determination of staff FTE complement per job class each school year. The joint determination of staff FTE complement per job class must be reached between the parties prior to the initiation of the annual staffing process.

4. No surplus/layoff/redundancy declarations shall be made until such time as the SC has mutually agreed upon the determination of staff FTE complement per job class.

5. All data and information relevant to the staffing process shall be shared between the parties within five (5) days of the request.

C21.00 DECE STAFFING

There shall be a minimum of one (1) Designated Early Childhood Educator (DECE) for each Junior Kindergarten (JK), Kindergarten (K), JK/K or any equivalent designation class, including any combined class containing JK and/or K students.

C22.00 LONG TERM DISABILITY (LTD) PREMIUM PAYER

- 1. As of September 1, 2019, the school board will pay 100% of the premiums for the LTD plan.**
- 2. Where bargaining unit members currently pay 100% of the premium, the benefit level shall be increased effective September 1, 2019 such that there is no reduction in the net benefit to members as a result of taxation.**
- 3. Where bargaining unit members are not currently covered by an LTD plan, the school board shall establish a plan, and the school board shall pay 100% of the premiums for the plan.**

C23.0 ADDRESSING LOCAL NEEDS

Upon ratification of these central terms, the local parties will be provided with funding in the amounts as listed in Appendix D to be used solely for the local parties to:

- bring support staff in line with market comparators;**
- increase safety in schools by hiring additional staff;**
- increase student supports through greater hours of work;**
- increase support personnel for Exceptional Students.**

These amounts shall not be used for any purpose other than prescribed in this article.

The total cost to the local school board for these enhancements, in the aggregate, shall not be greater than the total allocation for the school board and the bargaining unit. The overall amount will be distributed to school boards based on bargaining unit F.T.E as outlined in Appendix D.

For clarity, the local bargaining table may decide how to best to apply this amount to their local contract language.

C24.00 LOCAL PRIORITIES AMOUNT

1. The Priorities Fund System Investments as negotiated in the 2017 - 2019 Extension Agreement shall continue, subject to appropriate increases to salary benchmarks for the remainder of the term of this Central Agreement.

C25.00 ENHANCED SPECIAL EDUCATION PROGRAMMING:

1. Targeted, needs-based funding shall be provided. This includes funding for intensive one on one services and therapy as determined by the clinician. Sufficient funding shall be provided to meet the individual needs of all Exceptional Students including those:

- with ASD;
- with other diagnoses or identified needs;
- with violent behaviours;
- with mental health needs.

2. This funding shall be used to:

- increase the number of multi-disciplinary team members in direct contact with students;
- Increase the training opportunities for staff in direct contact with students, including specific training on supporting students with ASD and students exhibiting violent behaviours.

3. This funding shall include mechanisms to ensure transparency and accountability.

C26.00 PROFESSIONAL COLLEGE REQUIREMENTS

Where an employee is required to complete professional development or other requirements as a member of a Professional College, the employee shall be provided with one paid leave of absence day each year (or two half days at their discretion) with no loss of salary or other benefits, in order to complete required learning plans and/or participate in self-directed PD that meets the requirements of their College.

C27.00 APPRENTICESHIP

The Crown shall create an ongoing Education Programs – Other (EPO) grant for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$0.5 million per year. Funds from this EPO shall be allocated to school boards in each school year of the collective agreement, on the basis of joint applications received from school boards and OSSTF/FEESO locals for apprenticeship.

The purpose of the funds is to provide on-the-job training for employees as apprentices.

A joint committee comprised of representatives of the central parties and the Crown, will be created to administer the application process. The application will be identical to the process used to allocate funds under the Extension Agreement process.

It is understood that the purpose of the Apprenticeship program is not to reduce current complement/positions.

C28.00 CENTRAL PARAMETERS AND FUNDING IMPLEMENTATION

OSSTF is proposing the following concept for central negotiations:

- The annual funding available to each school board for items identified below will be determined at the central table, and local parties can negotiate how the funding is to be used and implemented within parameters set out by the central negotiations;
- Working Conditions, including but not limited to, Staffing Levels, Staffing Committees, work week, work year;
- Short Term Paid Leaves;
- DECE Professional Judgement and Reporting;
- ECE Preparation Time.

The parameters set out at the central table will:

- consider the diversity of local needs and priorities across the province;
- recognize that the local parties must be provided the flexibility to meet these diverse needs and priorities;
- recognize the Crown's role and responsibility as funder and policy maker to ensure that local needs and priorities are met within the centrally negotiated terms;

- recognize the CTA's role and responsibility to ensure that school boards have the ability to organize local schools in accordance with the needs and circumstances of students and communities;
- recognize the integral role of local parties in implementing negotiated terms in accordance with local priorities;
- negotiate central terms that provide flexibility to local bargaining tables.

The Federation reserves the right to make a further proposal following these process discussions, and following receipt of the CTA/Crown proposals regarding this matter.

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 de district catholique Centre-Sud
- x. Conseil scolaire Viamonde

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: <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: Full Abilities Up to 100 metres 100 - 200 metres Other (<i>please specify</i>):	Standing: Full Abilities Up to 15 minutes 15 - 30 minutes Other (<i>please specify</i>):	Sitting: Full Abilities Up to 30 minutes 30 minutes - 1 hour Other (<i>please specify</i>):	Lifting from floor to waist: Full Abilities Up to 5 kilograms 5 - 10 kilograms Other (<i>please specify</i>):

Lifting from Waist to Shoulder: Full abilities Up to 5 kilograms 5 - 10 kilograms Other (<i>please specify</i>):	Stair Climbing: Full abilities Up to 5 steps 6 - 12 steps Other (<i>please specify</i>):	Use of hand(s): <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Left Hand</td> <td style="width: 50%;">Right Hand</td> </tr> <tr> <td>Gripping</td> <td>Gripping</td> </tr> <tr> <td>Pinching</td> <td>Pinching</td> </tr> <tr> <td>Other (<i>please specify</i>):</td> <td>Other (<i>please specify</i>):</td> </tr> </table>	Left Hand	Right Hand	Gripping	Gripping	Pinching	Pinching	Other (<i>please specify</i>):	Other (<i>please specify</i>):
Left Hand	Right Hand									
Gripping	Gripping									
Pinching	Pinching									
Other (<i>please specify</i>):	Other (<i>please specify</i>):									

Bending/ twisting repetitive movement of <i>(please specify):</i>	Work at or above shoulder activity:	Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">No</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Yes</td> <td>No</td> </tr> </table>	Yes	No	_____	_____	Yes	No
Yes	No									
_____	_____									
Yes	No									

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

Attention and Concentration: Full Abilities Limited Abilities Comments:	Following Directions: Full Abilities Limited Abilities Comments:	Decision-Making/Supervision: Full Abilities Limited Abilities Comments:	Multi-Tasking: Full Abilities Limited Abilities Comments:
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Ability to Organize: Full Abilities Limited Abilities Comments:	Memory: Full Abilities Limited Abilities Comments:	Social Interaction: Full Abilities Limited Abilities Comments:	Communication: Full Abilities Limited Abilities Comments:
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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:**

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 Employees' 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, 2014.~~

~~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.~~

~~This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2017.~~

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

AND

The Crown/Couronne

**** The following language will be amended as appropriate. The bargaining objectives for Benefits are described in the body of the brief in Article C10.00**

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The OSSTF-EW shall request inclusion into the OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should OSSTF-EW fail to reach agreement, consistent with the parameters contained herein, by January 15, 2016, the parties to this LOA will meet to consider other options.

The parties to this LOA agree to comply with the Trust's requirements. The provisions of the agreement between OSSTF-EW and OSSTF shall be reflected in the OSSTF trust participation agreement. The provisions contained herein shall be applicable to OSSTF-EW within the Trust.

The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than August 31, 2017 and may vary by Board.

1.0.0 GOVERNANCE

1.1.0 OSSTF-EW shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to do the following:

a) Provide education workers access to the same plan as that of the Employee's plan.

b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

3.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
- b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

3.2.0 On-Going Funding

3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

3.2.8 The Trust shall retain rights to the data and the copy of the software systems.

3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education. Total Cost excludes retiree costs and casual employee costs. The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).

Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
 - i) there is an in-year deficit,
 - ii) the deficit described in i) is not related to plan design changes,
 - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.

If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that

is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

- i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- l. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the OSSTF/FEESO Provincial Office.
- m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.
- n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

4.0.0 TRANSITION COMMITTEE

4.1.0 Subject to the approval of OSSTF, OSSTF-EW may have representation on the OSSTF transition committee regarding all matters that may arise in the creation of the OSSTF-EW division.

5.0.0 PAYMENTS

5.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the OSSTF-EW members must be provided to the Trust in accordance with the Letter of Agreement.

6.0.0 ENROLMENT

6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.

6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

9.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the OSSTF ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the OSSTF ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

Appendix F: Notification of Potential Risk of Physical Injury (Truncated Student Safety Plan)

SAMPLE:

DO NOT POST

DSB
Name

NOTIFICATION OF POTENTIAL RISK OF PHYSICAL INJURY (Truncated Student Safety Plan)

This sample template is provided as a resource, for the consideration of each school board in developing their own form. Each school board is responsible for ensuring that the version of the form they use, and their procedures around the form, are compliant with their responsibilities under *MFIPPA*, *OHSA*, and other legislation.

This form is intended to facilitate the school board’s duty under *s.32.0.5 (3)* of the *Occupational Health and Safety Act* to provide information to workers related to a risk of workplace violence from a person with a history of violent behaviour. This form must be completed by a principal or vice principal and provided to a worker at school if: a) the worker can be expected to encounter that person in the course of his or her work; and b) the risk of workplace violence is likely to expose the worker to physical injury.

Board Policy/ Procedure
<i>Hyperlink to Board Policy and Procedure</i>

HOW TO SUMMON IMMEDIATE ASSISTANCE

IDENTIFYING INFORMATION		PHOTO
Student's Name:		
School:		
Department/Room Number:		

BRIEF DESCRIPTION OF BEHAVIOUR(S) THAT PRESENTS A RISK OF PHYSICAL INJURY	
The description of the behaviours should be outlined in three sections:	
Known Triggers	
Indicators of Escalation (Physical signs/cues that the student is about to become aggressive or assaultive).	
Indicators of Full Escalation	

STRATEGIES FOR AVOIDING A RISK OF PHYSICAL INJURY :	
DO:	DO NOT:

EMERGENCY AND INTERVENTION STRATEGIES

Completed by _____

Date _____
(Principal or Designate)

Retain in a central and secure location.

Appendix G: Notification of Potential Risk of Physical Injury (General Safety Plan)

SAMPLE:

DO NOT POST

DSB Name

**NOTIFICATION OF POTENTIAL RISK OF PHYSICAL INJURY
(General Safety Plan)**

This sample template is provided as a resource, for the consideration of each school board in developing their own form. Each school board is responsible for ensuring that the version of the form they use, and their procedures around the form, are compliant with their responsibilities under *MFIPPA*, *OHSA*, and other legislation.

This form is intended to facilitate the school board’s duty under *s.32.0.5 (3) of the Occupational Health and Safety Act* to provide information to workers related to a risk of workplace violence from a person with a history of violent behaviour. This form must be completed by a principal or vice principal and provided to a worker at school if: a) the worker can be expected to encounter that person in the course of his or her work; and b) the risk of workplace violence is likely to expose the worker to physical injury.

Board Policy/ Procedure
<i>Hyperlink to Board Policy and Procedure</i>

School/Work Location: _____

HOW TO SUMMON IMMEDIATE ASSISTANCE

IDENTIFYING INFORMATION OF INDIVIDUAL PRESENTING RISK

Name (if known):

Additional Information (description):

DESCRIPTION OF REPORTED CONCERNS

PREVENTATIVE MEASURES PUT INTO PLACE

SAFETY STRATEGIES IF ENCOUNTERING THE INDIVIDUAL

DO:

DO NOT:

Completed by _____

Date _____
(Principal or Designate)

Retain in a central and secure location.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: ~~Regulated Support Staff Compensation Sub-Committee~~

~~Whereas there are varying salaries of OSSTF/FEESO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:~~

~~Within thirty (30) days of ratification of the final local agreement, 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.~~

~~The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain OSSTF/FEESO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants and skilled trades are not included in this group.~~

~~The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.~~

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 Employees' 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 at date of central ratification. 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.~~

- ~~1. Effective as of the date of central ratification, 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.~~~~

- ~~1. 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.~~~~

~~1. 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 central ratification.~~

~~1. 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, 2017.~~

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 Employees' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')~~

AND

The Crown/Couronne

RE: ~~Early Childhood Educators Work Group~~

~~The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of up to twelve (12) members shall be established 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~~

~~The work group shall convene to consider and make recommendations concerning, but not limited to the following:~~

- ~~- Compensation rates and methods~~
- ~~- Hours of work~~
- ~~- Preparation time~~
- ~~- FDK class size and split classes~~
- ~~- Extended day program~~
- ~~- Staffing levels~~
- ~~- Professional collaboration and development~~

~~The work group shall make joint recommendations to the parties no later than June 30, 2016.~~

LETTER OF AGREEMENT #6

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

Re: Provincial Health and Safety Working Group

The parties agree to participate in the Provincial Health and Safety Working Group. 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. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for OSSTF/FEESO members;
- Caring and Safe Schools as it relates to OSSTF/FEESO members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Provincial Health and Safety Working Group shall meet at least monthly.

OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.

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

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

For employees who work a ten (10) month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017 school year;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016 and 2016-2017 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be

considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Employee Pension Plan amendment or legislation:

Within the purview of the Employees' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Employees' Federation (OTF) to amend the Ontario Employees' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2017.

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 Employees' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')~~

RE: ~~Status Quo Central Items~~

~~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. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. 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*.~~

~~Issues:~~

- ~~1. Allowances~~
- ~~2. Work Week~~
- ~~3. Paid Vacation~~
- ~~4. Statutory Holidays~~
- ~~5. Premiums~~
- ~~6. Staffing Levels~~
- ~~7. Professional Judgment and Reporting~~
- ~~8. ECE Preparation Time~~

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 Employees' 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.~~

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 Employees' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')~~**

RE: ~~Long Term Disability (LTD) Plan Working Group~~

~~The parties acknowledge that increases in premiums for LTD plans are a significant issue.~~

~~The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.~~

~~A joint central committee of board staff and OSSTF/FEESO members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:~~

- ~~i) Exploring a common plan through a competitive tendering process~~
- ~~ii) Exploring other delivery options through a competitive tendering process~~
- ~~iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.~~

~~The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.~~

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

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current six (6) PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as Sulp days.

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 Employees' 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 #13

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: ~~Violence Prevention Training~~

~~OSSTF/FEESO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.~~

~~The Central Labour Relations Committee will consider the following points in developing the training module program including:~~

- ~~- Causes of violence;~~
- ~~- Factors that precipitate violence;~~
- ~~- Recognition of warning signs;~~
- ~~- Prevention of escalation; and~~
- ~~- Controlling and defusing aggressive situations.~~
- ~~- Employee reporting obligations~~

~~The training program will be made available to boards and OSSTF/FEESO no later than November 30, 2016.~~

~~Local boards will consult with local unions regarding the implementation of the training program.~~

Appendix D - Local Salary Correction Amounts per Bargaining Unit.

District Name and Number	Name	F.T.E. by BU	Amount/BU
01-Ontario North East Dist	01-Ed Asst	166.00	\$ 830,000.00
01-Ontario North East Dist	01-Ed Support Staff Moose Factory	13.70	\$ 68,500.00
01-Ontario North East Dist	01-JBL Ed Support Staff Moosonee	12.00	\$ 60,000.00
01-Ontario North East Dist	01-PSSP	17.50	\$ 87,500.00
02-Algoma Dist	02-Early Childhood Educators	46.10	\$ 230,500.00
02-Algoma Dist	02-Ed Support Staff	401.30	\$ 2,006,500.00
02-Algoma Dist	02-RCSSB Noon Hr Support Staff	14.60	\$ 73,000.00
03-Rainbow Dist	03-ESSU	122.70	\$ 613,500.00
03-Rainbow Dist	03-PSSP	32.30	\$ 161,500.00
03-Rainbow Dist	03-SSSC	8.30	\$ 41,500.00

04-Near North Dist	04-Designated Early Childhood Educators	47.30	\$ 236,500.00
04-Near North Dist	04-ESSP-Ed Student Support Prof	195.40	\$ 977,000.00
05A-Northern Shield Dist	05A-Ed Support Personnel	135.90	\$ 679,500.00
05A-Northern Shield Dist	05A-Office/Clerical/Library	53.60	\$ 268,000.00
06A-Thunder Bay Dist	06A-Early Childhood Educators	55.50	\$ 277,500.00
06A-Thunder Bay Dist	06A-LPS Student Support Prof	196.60	\$ 983,000.00
06A-Thunder Bay Dist	06A-TBCDSB Student Support Prof	223.20	\$ 1,116,000.00
06B-Superior-North Dist	06B-Ed Support Staff	125.60	\$ 628,000.00
07-Bluewater Dist	07-Ed Support Prof	349.90	\$ 1,749,500.00
07-Bluewater Dist	07-OPT	129.30	\$ 646,500.00
07-Bluewater Dist	07-PSSP	19.20	\$ 96,000.00

08-Avon Maitland Dist	08-Ed Student Support	513.20	\$ 2,566,000.00
08-Avon Maitland Dist	08-PSSP	9.20	\$ 46,000.00
09-Greater Essex Dist	09-Ed Support Staff	670.10	\$ 3,350,500.00
09-Greater Essex Dist	09-Instructors	23.30	\$ 116,500.00
09-Greater Essex Dist	09-LESE - Language & Employment Services Employees	17.00	\$ 85,000.00
09-Greater Essex Dist	09-PSSP	37.80	\$ 189,000.00
11-Thames Valley Dist	11-Con Ed Instructors	77.00	\$ 385,000.00
11-Thames Valley Dist	11-PSSP	155.40	\$ 777,000.00
12-Toronto Dist	12-PSSP	898.20	\$ 4,491,000.00
13-Durham Dist	13-PSSP (Interim FTE)	95.40	\$ 477,000.00
15-Trillium Lakelands Dist	15-PSSP	20.20	\$ 101,000.00

16-York Region Dist	16-PSSP (Interim FTE)	154.60	\$ 773,000.00
16-York Region Dist	16- YCDSB PSSP (Interim FTE)	92.10	\$ 460,500.00
17-Simcoe Dist	17-Instructors	29.30	\$ 146,500.00
17-Simcoe Dist	17-SMCDSB Ed Asst	492.30	\$ 2,461,500.00
17-Simcoe Dist	17-SMCDSB Maintenance	21.00	\$ 105,000.00
17-Simcoe Dist	17-SMCDSB Office & Clerical	98.20	\$ 491,000.00
18-Upper Grand Dist	18-ESS/WCDSB	174.30	\$ 871,500.00
18-Upper Grand Dist	18-ESSP-ECE	643.20	\$ 3,216,000.00
18-Upper Grand Dist	18-OCT/TS	257.00	\$ 1,285,000.00
18-Upper Grand Dist	18-PSSP	74.60	\$ 373,000.00
18-Upper Grand Dist	18-WCDSB OCT	54.10	\$ 270,500.00
19-Peel Dist	19-PSSP	191.50	\$ 957,500.00

20-Halton Dist	20-O C T	392.00	\$ 1,960,000.00
20-Halton Dist	20-PSSP	115.60	\$ 578,000.00
21-Hamilton-Wentworth Dist	21-ESL Instructors	31.00	\$ 155,000.00
21-Hamilton-Wentworth Dist	21-O C T	363.00	\$ 1,815,000.00
21-Hamilton-Wentworth Dist	21-PSSP	71.00	\$ 355,000.00
21-Hamilton-Wentworth Dist	21-RC Professional Educators & Childcare Workers	45.90	\$ 229,500.00
23-Grand Erie Dist	23-CDSB Early Childhood Educators (ECE)	51.00	\$ 255,000.00
23-Grand Erie Dist	23-CDSB Ed Support Staff	213.80	\$ 1,069,000.00
23-Grand Erie Dist	23-CDSB Maintenance & Cleaners	82.40	\$ 412,000.00
23-Grand Erie Dist	23-PSSP	51.60	\$ 258,000.00
24-Waterloo Dist	24-CAMA/OSSTF (Custodial & Maintenance Assoc)	487.10	\$ 2,435,500.00
24-Waterloo Dist	24-Ed Support Staff	553.60	\$ 2,768,000.00

24-Waterloo Dist	24-PSSP	68.00	\$ 340,000.00
24-Waterloo Dist	24-RC Adult Ed Instructors & Childcare Workers	60.60	\$ 303,000.00
24-Waterloo Dist	24-SMACA	70.40	\$ 352,000.00
24-Waterloo Dist	24-STSWR	9.30	\$ 46,500.00
25-Ottawa-Carleton Dist	25-Ed Support Prof	696.20	\$ 3,481,000.00
25-Ottawa-Carleton Dist	25-OSTA	16.30	\$ 81,500.00
25-Ottawa-Carleton Dist	25-Plant Support Staff	770.80	\$ 3,854,000.00
25-Ottawa-Carleton Dist	25-Professional Educators & Childcare Staff	105.90	\$ 529,500.00
25-Ottawa-Carleton Dist	25-PSSP	88.80	\$ 444,000.00
25-Ottawa-Carleton Dist	25-Student Support Professionals	1439.70	\$ 7,198,500.00
26-Upper Canada Dist	26-PSSP	43.50	\$ 217,500.00
27-Limestone Dist	27-Community Education Instructors	12.50	\$ 62,500.00

27-Limestone Dist	27-PSSP	47.50	\$ 237,500.00
28-Renfrew Dist	28-Early Childhood Educators	58.80	\$ 294,000.00
28-Renfrew Dist	28-Office Managers	6.90	\$ 34,500.00
31-Franco-Nord Ontarien Dist	31-Unité 57 - EA/OCT/PSSP/Lunch Rm Sup	162.90	\$ 814,500.00
31-Franco-Nord Ontarien Dist	31-Unité 60A - OCT/Ed Asst/PSSP	371.70	\$ 1,858,500.00
31-Franco-Nord Ontarien Dist	31-Unité 61 - Ed Asst/OCT/ECE/Lunch Rm Sup	301.30	\$ 1,506,500.00
32-Centre-Sud-Ouest de l'Ontario Dist	32-Unité 58 - OCT/Ed Asst/PSSP	518.70	\$ 2,593,500.00
32-Centre-Sud-Ouest de l'Ontario Dist	32-Unité 64 - OCT/Ed Asst/PSSP	635.60	\$ 3,178,000.00
33-District de l'Est	33-Unité 59 - CYW/Ed Asst/PSSP	406.30	\$ 2,031,500.00
33-District de l'Est	33-Unité 65 - EA/ECE/CYW	303.10	\$ 1,515,500.00

33-District de l'Est	33-Unité 66 - OCT/ECE/CYW/PSSP	809.40	\$ 4,047,000.00