

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter referred to as “The Employer”)

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS’
FEDERATION,**

REPRESENTING

THE EDUCATIONAL ASSISTANTS
(hereinafter referred to as “The Local”)

OF DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

FOR THE PERIOD

September 1, 2022 – August 31, 2026

CONSISTING OF

PART A – TERMS NEGOTIATED CENTRALLY (c)

AND

PART B – TERMS NEGOTIATED LOCALLY (L)

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *School Boards Collective Bargaining Act*, and *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a Central Party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Association (CTA/CAE) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO). The Council of Trustees’ Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:

ACÉPO refers to the Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.

AFOCSC refers to the Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.

OCSTA refers to Ontario Catholic School Trustees’ Association as the designated bargaining agency for every English-language Catholic district school board.

OPSBA refers to the Ontario Public School Boards’ Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

- C3.3 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.4 “Casual Employee” means,
- i. a casual employee within the meaning of the local collective agreement,
 - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
 - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- C3.5 “Term Assignment” means, in relation to an employee,
- i. a term assignment within the meaning of the local collective agreement, or
 - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

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

Where such a dispute is filed:

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

- a) The annual per FTE funding shall be as follows:

- i. September 1, 2022: \$5,712.00
- ii. September 1, 2023: \$5,769.12
- iii. September 1, 2024: \$5,826.82
- iv. September 1, 2025: \$5,885.08
- v. August 31, 2026: \$6,120.48

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

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

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

C10.5 Benefits Committee

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

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

- i. Employees accessing STLD 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 STLD.
- 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 STLD.
- v. When employees use any part of an STLD day they may access their top up bank to top up their salary to 100%.

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

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

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

g) Administration

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

h) Pension Contributions While on Short-Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

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

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

Date of Assessment:
dd mm yyyy

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

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: EW LTD Sub-Committee

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

Indigenous employees may use existing short term paid leave:

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Diverse and Inclusive Workforce Committee

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Central Items That Modify Local Terms

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

1.) Pregnancy SEB Language:

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

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

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

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

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

4. Retirement Gratuities

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

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

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

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

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

5. Long Term Disability (LTD)

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

PART B – TERMS NEGOTIATED LOCALLY (L)

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L-ARTICLE 1 - PURPOSE

- 1.01 This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship with the Board and its employees, to make provisions herein for wages, employee benefits, hours of work and working conditions and to provide an orderly method of settling grievances under this agreement which may arise from time to time.

L-ARTICLE 2 - UNION MEMBERSHIP

- 2.01 All employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and by-laws of the Union.
- 2.02 New employees shall be required to join the Union when they commence employment.
- 2.03 The Board agrees to deduct from every employee such regular monthly union dues as have been levied by the Union and duly advised to the Employer through the Treasurer of the Board.
- 2.04 All sums deducted, together with a record of those from whom deductions have been made, SIN numbers, shall be forwarded to the Provincial Treasurer of the Union not later than the 15th day of the month following.
- 2.05 The employer agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of the Union in June of each year for the up coming year. The Board agrees to remit monies collected under this provision to the local Union office on a monthly basis.
- 2.06 Any monies deducted under 2.03 and 2.05 shall be reflected as a deduction on the employees' T4 slip as permitted by Revenue Canada.
- 2.07 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.
- 2.08 Upon commencement of employment new employees will be advised that a copy of the collective agreement is available on the Board website.

L-ARTICLE 3 - RECOGNITION

- 3.01 The District School Board Ontario North East, (hereinafter referred to as the "Board"), recognizes the Ontario Secondary School Teachers Federation, (hereinafter referred to as the "Union") as the sole bargaining agent of all Educational Assistants employed by the District School Board Ontario North East (Board).

- 3.02 The employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the executive bargaining agent authorized to negotiate on behalf of the Educational Assistants covered by this agreement.
- 3.03 The Board recognizes the right of the Local to receive assistance from the Union, or any other duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this Agreement.
- 3.04 The Board recognizes the right of the employee to be represented by the Union at any meeting when discipline or corrective counselling is being administered.
- 3.05 **Educational Assistant** refers to a person permanently employed by the Board assigned to work under the supervision of a teacher, Principal or a team of teachers. Educational Assistants are members of the Bargaining Unit and have all rights and obligations of the Collective Agreement. Educational Assistants will be paid according to the EA Salary Grid in L-ARTICLE 22 – Salary.
- 3.06 **Temporary Educational Assistant** refers to a person employed by the Board on a temporary basis to replace an Educational Assistant on leave. Temporary positions will be posted if the permanent Educational Assistant is absent for more than three (3) months. Temporary Educational Assistants are members of the Bargaining Unit and have all rights and obligations of the Collective Agreement with the exception of:
L-ARTICLE 8 – Probation,
L-ARTICLE 19 – Leaves (19.02, 19.03, 19.05, 19.06, 19.07, 19.08, 19.10, 19.11, 19.15, 19.16, 19.17),
L-ARTICLE 30 – Seniority,
L-ARTICLE 31 – Recall,
L-ARTICLE 32 – Reinstatement,
L-ARTICLE 33 – Layoff and Placement Procedures, and
L-ARTICLE 35 – Severance Allowance.
Temporary Educational Assistants will be paid according to the EA Salary Grid in L-ARTICLE 22 – Salary.
- Temporary Educational Assistants are considered term employees whose employment ceases on or before June 30 of each year.
- 3.07 **Casual Educational Assistant** refers to a person employed by the Board in a replacement supply capacity as needed to replace an Educational Assistant absence. Supply Educational Assistants are members of the Bargaining Unit and have all rights and obligations of the Collective Agreement with the exception of:
L-ARTICLE 8 – Probation,
L-ARTICLE 19 – Leaves,
L-ARTICLE 20 – Benefits,
L-ARTICLE 21 – Pension Plan,
L-ARTICLE 24 – Job Sharing,
L-ARTICLE 25 – Employee Evaluation,

L-ARTICLE 30 – Seniority,
L-ARTICLE 31 – Recall,
L-ARTICLE 32 – Reinstatement,
L-ARTICLE 33 – Layoff and Placement Procedures, and
L-ARTICLE 35 – Severance Allowance.

Supply Educational Assistants shall be paid at the Casual pay rate as per L-ARTICLE 22-Salary.

- 3.08 **Transitional Educational Assistant** refers to a person employed by the Board on a daily basis to support a specific student at a specific school. Transitional Educational Assistants are members of the Bargaining Unit and have all rights and obligations of the Collective Agreement with the exception of:

L-ARTICLE 8 – Probation,
L-ARTICLE 19 – Leaves,
L-ARTICLE 20 – Benefits,
L-ARTICLE 21 – Pension Plan,
L-ARTICLE 24 – Job Sharing,
L-ARTICLE 25 – Employee Evaluation,
L-ARTICLE 30 – Seniority,
L-ARTICLE 31 – Recall,
L-ARTICLE 32 – Reinstatement,
L-ARTICLE 33 – Layoff and Placement Procedures, and
L-ARTICLE 35 – Severance Allowance.

Transitional Educational Assistants shall be paid at the Transitional pay rate as per L-ARTICLE 22-Salary. Should the position exceed a period of 90 working days, the position will be posted as a permanent position.

L-ARTICLE 4 - **MANAGEMENT RIGHTS**

- 4.01 The Union recognizes that it is the function of the Employer to exercise all the regular and customary functions of management including direction of the working forces of the Employer, subject to the terms of this Agreement.
- 4.02 The employer and the bargaining unit agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, and equitable, and consistent within the collective agreement and the prevailing statutes.

L-ARTICLE 5 - **NO DISCRIMINATION**

- 5.01 The Board and the Union agree to abide by the Education Act, the Employment Standards Act, the Ontario Human Rights Code, the Ministry of Labour, and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

L-ARTICLE 6 - CONTRACTUAL COMMUNICATION

- 6.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Director of Education/designate and the Local President of the Union/designate.
- 6.02 The Board agrees to post the current collective agreement on the Board website.
- 6.03 The ESS Bargaining Unit President shall be notified of all postings, transitional Educational Assistants appointments, hiring, lay-offs, re-hiring, reassignments, transfers and terminations of employment, retirements and resignations.
- 6.04 The employer shall provide the ESS Bargaining Unit President a list of all staff including FTE, in all work sites a minimum of once per school year.

L-ARTICLE 7 - POSTING OF VACANT POSITIONS

- 7.01 Positions that become vacant during the school year or a position that is newly established shall first be offered to Educational Assistants on the recall list in order of seniority provided the employee possesses the skill, ability, and qualifications to do the available work.
- 7.02 If the position is not filled (excluding replacement of staff for a period of time less than 6 months) such position shall be offered to part-time Educational Assistants who possess the skill, ability, and qualifications to meet the needs of the student/ program.
- 7.03 When a vacancy occurs or a new position is created the employer shall post a notice of the position within ten (10) working days of becoming vacant, on the board website and in a suitable location at each work location and board office, for a minimum of five (5) working days in order that all employees covered by this agreement will be advised of the position and be able to make written application for same.
- 7.04 During summer months the employer will advertise internal postings on the Board's website.
- 7.05 If requested by the unsuccessful applicant, the immediate supervisor will inform the applicant, the reasons the applicant was not selected and if possible suggest methods of improvement for subsequent job applications.
- 7.06 Any change from a part-time position to a full-time position or the reverse will be considered a new position. The position will be posted and filled according to the collective agreement.
- 7.07 The Board will forward the name and location of the successful candidate to the President of the Bargaining Unit.

L-ARTICLE 8 - PROBATIONARY PERIOD

- 8.01 A newly hired employee shall work a probationary period of 50 working days from the date of last hire. During the probationary period, the employee shall be entitled to all rights and benefits of the collective agreement. After completion of the probationary period, and a satisfactory performance appraisal, seniority shall be effective from the original start date of employment.

L-ARTICLE 9 - GRIEVANCE PROCEDURES

9.01 Definition of Grievance

Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

- 9.02 An employee shall have the right to have present a representative from O.S.S.T.F. to assist the member at any stage of this grievance and arbitration procedure.

- 9.03 A day in the grievance procedure shall mean a working day other than Saturday, Sunday or a recognized holiday or a day falling within the school recess periods.

Policy Grievance

The Union or the Board shall have the right to file a grievance against the other based on a difference directly between them arising out of the interpretation or alleged violation of any terms of this agreement. A Policy grievance shall not include any matter which an employee would be personally entitled to grieve. Any grievance by the Board or the union as provided in this paragraph shall be commenced within (ten) working days after the circumstances giving rise to the grievance have occurred when the Board or the Union becomes reasonably aware of the occurrence giving rise to the grievance.

Group Grievance

The Union or the Board shall have the right to file a grievance against the other based on a difference directly between them arising out of the interpretation or alleged violation of any terms of this agreement. A Group grievance shall not include any matter which an employee would be personally entitled to grieve. Any grievance by the Board or the union as provided in this paragraph shall be commenced within (ten) working days after the circumstances giving rise to the grievance have occurred when the Board or the Union becomes reasonably aware of the occurrence giving rise to the grievance.

9.04 Complaint Stage

An employee, with the concurrence of the Bargaining Unit, may, within twenty (20) days of the employee becoming reasonably aware of the occurrence, initiate a written complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

9.05 **Grievance Procedure – Individual**

In the case of a grievance by the Bargaining Unit on behalf of one of its members the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

9.06 **Step 1**

Failing satisfactory settlement as set out on the complaint stage, the Union may, in writing, bring forth the matter within ten (10) working days to the Superintendent of Education with the Human Resources portfolio. The Superintendent of Education with the Human Resources portfolio shall provide a written answer to the Union within ten (10) working days after said meeting.

9.07 **Step 2**

If the reply of the Superintendent of Education with Human Resources responsibilities or designate is unacceptable to the Bargaining Unit, it shall within ten (10) days of the receipt of the reply, so notify the Director of Education or designate who shall, after consultation with the Board, answer the grievance in writing within the ten (10) days.

The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clauses in the Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the Bargaining Unit.

Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, it shall then apply for arbitration within twenty (20) days of the receipt of the reply.

9.08 **Grievance Procedure – Party**

In the case of all other grievances by a party (including those on behalf of a group of employees, all the employees, an individual employee, a retired member or a deceased member), the party making the grievance shall take the following steps in sequence to resolve the matter.

9.09 **Step 1**

The Bargaining Unit shall make a written grievance to the Director of Education or a designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clauses in the Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the party making the grievance.

9.10 **Step 2**

If the reply of the Director of Education or designate is not acceptable to the party making the grievance, that party shall then apply for arbitration within twenty (20) days of the receipt of the reply.

9.11 **Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the Ontario Labour Relations Act. 1985.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to request a Settlement Officer.

Upon written notification of either party to the other party indication that the party no longer agrees to the use of a Settlement Officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

9.12 **Arbitration**

Either party, by mutual consent, may refer the grievance to a single arbitrator, as per the Ontario Labour Relations Act and will provide the other party with the names of three (3) arbitrators. If no agreement can be reached on the appointment of an arbitrator, the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator. Failing to reach mutual consent to refer a grievance to a single arbitrator, the grievance will be referred to a Board of Arbitration.

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement.

There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this agreement.

Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from their regular duties, they shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits.

Each Party shall bear the fee and/or expense of its appointee to the Arbitration Board and any fees and/or expenses of the chairman shall be borne equally by the Parties.

Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. The Bargaining Unit shall pay for the cost of any temporary replacements(s) if necessary.

Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

Time restrictions may be extended if mutually agreed in writing. Failure of one party to comply with the time limits or any agreed upon extension of one party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.

Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

The time limits stipulated in 9.07 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including *August 31* during the current school year.

No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

L-ARTICLE 10 - JUST CAUSE

- 10.01 No member shall be demoted, disciplined, or discharged without just cause.
- 10.02 The parties agree that for probationary, temporary, casual and transitional employees, a lesser standard for discharging employees shall apply. Accordingly, the dismissal of these employees shall not be made the subject of a grievance.
- 10.03 "Discipline" shall mean:
 - (i) a letter of reprimand, or
 - (ii) suspension with or without loss of pay, or
 - (iii) loss of pay
- 10.04 A member subject to disciplinary action, other than a verbal warning, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

L-ARTICLE 11 - BULLETIN BOARDS

- 11.01 The employer shall provide a Bulletin Board for the posting of Union notices thereon. All Union notices posted thereon shall be signed by an Officer of the Union and shall be approved by Management before posting. Such approval shall not unreasonably be withheld.

L-ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.
- 12.02 The Employer shall provide protective equipment and protective clothing to employees who require it to do their job safely. Employees are responsible for utilizing the protective equipment provided if directed to do so by their school administrator or Human Resources.

L-ARTICLE 13 - MEDICAL PROCEDURES

- 13.01 A member shall not be required to administer medication or perform health support services unless these activities are specific requirements included in their assigned duties and for which they have been trained. The Board recognizes its obligation to provide adequate insurance coverage for Educational Assistants.

L-ARTICLE 14 - NO STRIKES OR LOCKOUTS

- 14.01 The Board agrees that there shall be no lockout of any employees and the Local agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

L-ARTICLE 15 - SCHOOL HOLIDAYS

- 15.01 The Employer recognizes the following as paid holidays for all employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

L-ARTICLE 16 - VACATION PAY

16.01 All employees shall be entitled to vacation pay at the employee's regular rate of pay as follows:

Length of continuous service	Gross pay for all hours worked as of June 30
Less than three years	4%
Three to seven years	6%
Seven to fifteen years	8%
Fifteen to twenty-five years	10%
After twenty-five years	12%

16.02 Employees currently enjoying a better entitlement shall continue at their current rate and then follow the new schedule to their next vacation entitlement.

16.03 Vacation Pay in accordance with Article 16.01 shall be paid on each pay date.

L-ARTICLE 17 - INCLEMENT WEATHER

17.01 When weather conditions make it impossible for an Educational Assistant to reach the employee's workplace, as per the Board Policy there will be no pay deductions or loss of other entitlements under this collective agreement. The expectation is that all employees are aware of, understand and follow the Board's Inclement Weather Policy and related Procedures, which are available on the board website.

L-ARTICLE 18 - PERSONNEL FILES

18.01 Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied, and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup.

18.02 When an employee disputes the accuracy or completeness of any such information, they shall do so in writing and this information shall be added to the file. Subject to written notification, the Board will correct any personal data which reflects the employee's current status.

18.03 Upon written request of the employee to the Superintendent of Education with Human Resources responsibilities, documents contained in an employee's personnel file which are disciplinary in nature, and all supporting documents shall be removed from the file twenty-four (24) months after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the above clause, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in an employee's File.

L-ARTICLE 19 - LEAVES

19.01 For all paid leaves there will be no loss to the employee of salary, benefits or seniority.

19.02 Leave For Union Business

Upon written application to the Board by the Bargaining Unit, the Board through the Director of Education or a designate, will grant up to one (1) full time equivalent Union Leave. Additional Union Leave may be granted by the Director or designate and such granting of leave shall not be unreasonably withheld.

The Bargaining Unit shall reimburse the Board for the cost of any replacement worker used to cover the employee taking Union Leave.

The Board will grant leave for designated member(s) of the Bargaining Unit for Union duties. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Board at the cost of the replacement worker.

Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or cumulative sick leave credits.

The employee(s) on Union Leave shall retain all rights outlined in this Agreement as though he/she/they were working full-time.

Up to three (3) employees required for grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits. The Board shall provide and pay for a temporary employee to replace the said union member(s). Time off shall not be granted at Board expense to prepare for grievance, arbitration, and or grievance mediation.

There shall be no reprisals of any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of union duties.

19.02.1 Subject to Article 31 Recall and Article 33 Layoff and Placement Procedures, at the end of the period of the union leave, the Member shall return to the same position held by the Member immediately prior to the commencement of the leave, if it still exists, or to a comparable position, if it does not.

19.03 Leave for Negotiations

The respective negotiating teams of the parties to this agreement may number up to five (5) persons, excluding persons acting on behalf of or assisting the teams. Employees who are members of the Bargaining Unit's negotiating team shall be treated in all respects during time spent negotiating as if they were actively at work. All costs associated with the release of the negotiating team will be reimbursed by the union.

19.04 **Sick Leave**

As sick leave provisions are covered under the Central Agreement, refer to Article C12.00, page 13 in Part A of this Collective Agreement.

19.05 **Quarantine Leave**

Leave with pay and without deduction from sick leave shall be granted to an employee for a period of quarantine when declared by the medical officer of health.

19.06 **Bereavement Leave**

All Educational Assistants shall be granted up to five (5) days leave without loss of salary or benefits to attend the funeral of a parent, wife, husband, sister, brother, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, step parent, step child and grandchild, son-in-law and daughter-in-law. It is understood that the Board will also follow the Ontario Human Rights Code allowances.

All employees shall be granted up to three (3) days leave without loss of salary or benefits to attend the funeral of an aunt, uncle, niece and nephew. The board may grant a maximum of two (2) additional days travelling time.

19.07 **Compassionate Leave**

Compassionate leave with pay shall be granted to Educational Assistants to a maximum of five (5) days per year, for medical attendance of a serious illness requiring hospitalization or immediate medical attention in the case of immediate family, upon written application to the Superintendent of Education with Human Resources responsibilities. Immediate family shall be defined as spouse, common-law partner, child, step-child, parent, step-parent, sibling, grandparent, grandchild, mother-in-law, father-in-law. Compassionate leave may be granted consecutively with bereavement leave in consultation with the Superintendent of Education with Human Resources responsibilities. The Board reserves the right to request satisfactory proof of illness from a licensed medical practitioner, and should there be a fee, the Board will fully reimburse for the medical documentation.

19.08 **Graduation Leave**

A leave of absence of one (1) day with pay shall be granted for the purpose of attending graduation. This applies to the graduation of the Educational Assistant, child, step-child, spouse or common-law partner from a post-secondary institution.

19.09 **Other Leave**

Request for leave with or without pay for any reason not stated above shall be submitted in writing by the employee concerned and may be granted by the Superintendent of Education with Human Resources responsibilities.

19.10 **Leave of Absence Without Pay**

The Director of Education or designate may grant a leave of absence without salary or loss of seniority, and with the right to retain benefits, for a period of up to one (1) year. Requests for leave shall be made in writing to the Superintendent of Education with Human Resources responsibilities. Such leave shall not unreasonably be withheld.

19.11 **Jury or Witness Duty**

Leave of absence shall be granted without deduction of salary, experience, seniority and benefits when an employee is required to serve on a jury or as a subpoenaed witness in any proceeding to which the employee is not a party, nor charged with an offence. Documented proof of subpoena may be requested.

19.12 **Pregnancy Leave and SEB Plans**

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

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 they have applied for and are 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.

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.

Seniority and experience continue to accrue during Pregnancy leave.

Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.

19.13 **Parental Leave**

The employer will grant a Parental Leave of absence without pay to an employee on permanent staff as per the terms of the Employment Standards Act. An employee on parental leave shall continue to accumulate seniority. On return from parental leave subject to surplus procedures the employee will be placed in their former position, if the position is continuing.

19.14 **Adoption Leave**

Adoption leave shall be granted in accordance with the mandatory provisions of the Ontario Employment Standards Act. An employee on adoption leave shall continue to accumulate seniority. On return from adoption leave, subject to surplus procedures the employee will be placed in their former position, if the position is continuing.

19.15 **Examination Leave**

Leave of absence of up to one (1) day with pay may be granted to an employee by their immediate supervisor, to write an examination written to improve professional or academic qualifications, if such a course is related to the job.

19.16 **Personal Leave**

All permanent non-probationary employees shall be entitled to three (3) personal leave days with pay to be taken during the contract year, upon the request of the employee. The request shall be made at least two (2) days before the leave. Probationary employees will be allocated three (3) personal leave days upon successful completion of probation.

Indigenous employees may access the existing personal leave days referenced in 19.16, to:

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

19.17 **Attendance Incentive Plan**

The Board and the Union recognize the importance of reporting to work on a regular and predictable basis. Effective September 1, 2010 an employee will be eligible for one additional Personal Leave day after September 1st of each year, providing the employee has used five (5) or less sick days during the previous school year, ending June 30th.

Employees who have a disability as defined by the Human Rights Code that is certified by a licensed medical practitioner will be evaluated on a case by case basis. The employee shall provide, from the licensed medical practitioner the reasonable number of sick days per school year to accommodate their disability. The Board will establish the number of sick days required to earn an additional Personal Leave day based on the information received from the licensed medical practitioner. In any case once this information is provided to the employer, the number of required sick days to earn to the Personal Leave Day, will be increased for the employee with the disability. It is understood that employees who fail to provide the medical information will forfeit their right to an additional Personal Leave Day.

L-ARTICLE 20 - BENEFITS

As benefits are covered under the Central Agreement, refer to Article C10.00, page 9 in Part A of this Collective Agreement.

L-ARTICLE 21 - PENSION PLAN

- 21.01 The Ontario Municipal Employee's Retirement System (OMERS) shall be the recognized Pension Plan for members of this Bargaining Unit.
- 21.02 A member who holds certification as a teacher shall become and remain a member of the Ontario Teacher's Pension Plan (T.P.P.) and remain a member in good standing with the Ontario College of Teachers.
- 21.03 The employer shall maintain pension plans with OMERS and TPP to which employees of this bargaining unit belonged prior to the signing of this agreement.
- 21.04 Members who are part-time shall be given the option of joining the OMERS Basic Pension Plan consistent with the provisions of the Ontario Pension Benefits Act and OMERS.
- 21.05 OMERS is mandatory for any members who are in a full-time 1.0 FTE position.
- 21.06 The Board shall make the appropriate deductions from the employee's pay and submit to OMERS the necessary employee and employer pension contributions as required.

L-ARTICLE 22 - SALARY

- 22.01 Rates of pay effective September 1, 2022 to August 31, 2026:

EA Salary Grids

<i>Effective September 1, 2022</i>			<i>\$1/hr Increase</i>
Steps	Unqualified/ Casual/ Transitional	EA Certificate or Diploma in Related Field	2 year Diploma - EA/ECE/ DSW
1	20.90	22.76	24.75
2		24.07	26.15
3		25.31	27.55

<i>Effective September 1, 2023</i>			<i>\$1/hr Increase</i>
Steps	Unqualified/ Casual/ Transitional	EA Certificate or Diploma in Related Field	2 year Diploma - EA/ECE/ DSW
1	21.90	23.76	25.75
2		25.07	27.15
3		26.31	28.55

<i>Effective upon signing of Collective Agreement</i>			
Steps	Casual/Transitional	Permanent/Temporary (no 2-yr diploma EA/ECE/DSW)	Permanent/Temporary (with 2-yr diploma EA/ECE/DSW)
1	21.90	23.76 (Probationary & Temporary)	25.75 (Probationary & Temporary)
2		26.31 (Non-Probationary)	28.55 (Non-Probationary)

Effective September 1, 2024

\$1/hr Increase

Steps	Casual/Transitional	Permanent/Temporary (no 2-yr diploma EA/ECE/DSW)	Permanent/Temporary (with 2-yr diploma EA/ECE/DSW)
1	22.90	24.76 (Probationary & Temporary)	26.75 (Probationary & Temporary)
2		27.31 (Non-Probationary)	29.55 (Non-Probationary)

Effective September 1, 2025

\$1/hr Increase

Steps	Casual/Transitional	Permanent/Temporary (no 2-yr diploma EA/ECE/DSW)	Permanent/Temporary (with 2-yr diploma EA/ECE/DSW)
1	23.90	25.76 (Probationary & Temporary)	27.75 (Probationary & Temporary)
2		28.31 (Non-Probationary)	30.55 (Non-Probationary)

L-ARTICLE 23 - WORKING CONDITIONS

23.01 Hours of Work

The normal hours of work for full time employees shall be six and one half (6.5) hours (up to seven (7) hours based on student's special needs).

The normal hours of work for part time employees shall be three (3) hours and fifteen (15) minutes. This includes a paid fifteen (15) minute break.

23.02 Overtime

Overtime shall be authorized by the appropriate Superintendent. Unauthorized overtime shall not be recognized by the Board. Accumulated overtime will be taken as time off at a later date based upon one and one-half (1 1/2) hours off for each hour of overtime accumulated, or paid on the basis of one and one-half (1 1/2) times the member's regular rate. Where an employee elects to take time off, time taken shall be at a mutually agreed time. Overtime applies in the following situations:

- a) all work performed in excess of the seven (7) working hours in any one day or the thirty-five (35) hours in one week.
- b) all work performed on a Saturday or Sunday.
- c) notwithstanding the above, all work performed on a statutory holiday shall be at double time.

23.03 Breaks

All full time employees will be permitted a paid break of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon as well as an unpaid thirty (30) minute lunch break. All part-time employees will be permitted a paid break of fifteen (15) minutes during their assignment.

It is understood that breaks are paid and therefore employees are required to remain on site. Employees may leave the worksite during their unpaid lunch.

Recognizing that school needs may require combining paid breaks with lunch breaks, it is understood that employees may only leave the worksite during the unpaid portion.

23.04 **Lunch Period**

Employees covered by this agreement shall be entitled to a minimum unpaid lunch period of one-half hour (1/2) during which they shall be free from any responsibility or duties.

23.05 **Reassignment during Examination Days**

It is understood that during secondary school examination days Educational Assistants may be reassigned to an elementary school within the community, on a temporary basis, based on need.

L-ARTICLE 24 - JOB SHARING

- 24.01 A request by two (2) individual employees to participate in a job sharing plan will be given consideration by Human Resources. Employees working on a job sharing basis would be subject to the terms and conditions of part-time employees as outlined in various sections of this agreement.

L-ARTICLE 25 - EMPLOYEE EVALUATION

- 25.01 Any Educational Assistant formally evaluated shall be evaluated as per Board Policy in a fair and equitable manner and shall receive a copy of the evaluation in a timely manner.
- 25.02 By September 30th of each school year, those employees who are in their appraisal year, will be notified. Failure to provide notification will delay the evaluation process for one year.

L-ARTICLE 26 - TRAVEL ALLOWANCE

- 26.01 All employees travelling on authorized Board business shall be reimbursed for mileage and other related expenses as per the Board Policy.

L-ARTICLE 27 - CONTRACTING OUT

- 27.01 No member of the Union shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the placement of an Educational Assistant student or the use of a Co-op student. The parties agree that Educational Assistant students and or Co-op students are placed for a learning experience and not to replace a member of the Bargaining Unit.

L-ARTICLE 28 - EMPLOYER REQUIRED COURSES

- 28.01 When the employer requests that an employee take in service training to assist in providing program needs to students, the employer will pay for the training, materials and all related costs including travel and lodging in accordance with Board Policy.

L-ARTICLE 29 - RECORD OF EMPLOYMENT

- 29.01 The Record of Employment for Educational Assistants will be issued as required by the Employment Insurance Act. They will be issued electronically directly to Service Canada.

L-ARTICLE 30 - SENIORITY

- 30.01 Seniority is defined as the length of continuous service in the employment of the Board or predecessor Board, calculated from the date of last hire, as an Educational Assistant.

Seniority shall operate on a bargaining unit wide basis.

In any layoff or recall the most senior employee will be given preference provided they have the skill, ability and qualifications to perform the available work competently.

In determining skill, ability and qualification, the Special Education Administrator shall be entitled to consider the special needs of the child and the temperament, physical capabilities and suitability of the employee applicant for that child as priorities.

The Board shall maintain a seniority list showing the date upon which each employee's unbroken service commenced. An up-to-date list shall be sent to the Union and posted on all bulletin boards by May 15th of each year.

Provided that if no objection is filed within twenty (20) working days of posting, the list shall be deemed to be correct and shall not be subject to grievance or change without written consent between the Board and the Union.

- 30.02 An employee shall be struck from the seniority list and their employment terminated if they:

1. are discharged for just cause and are not reinstated;
2. resign or quit;
3. are absent from work without contact with the employer for four (4) days or more;
4. are laid off for a period of (24) twenty-four consecutive months.

- 30.03 In compiling the seniority list, all ties shall be broken based on the following criteria in order:

1. date/time of hire once accepted;
2. total experience with the Board as an Educational Assistant;
3. hours worked as an Educational Assistant;
4. apply these steps one (1) through three (3) after signing date for seniority reasons.

L-ARTICLE 31 - RECALL

- 31.01 Employees who are laid-off shall have recall rights to available positions for a period of twenty-four (24) consecutive months. Recall to available positions shall be offered in order of seniority. An employee shall have the right to refuse an offer of recall. The employee shall not forfeit any rights of recall under this article for such refusal. If two (2) employees have the same date of hire, full time employees shall be considered more senior than part-time employees.
- 31.02 During the period that an employee is on the recall list, they shall maintain their seniority rights at the time they are placed on the recall list.
- 31.03 It shall be the responsibility of an employee or individual on layoff to keep the Board advised, in writing, of their current phone number. The Board shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by Board email. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received on the third day after it has been sent by the Board.
- 31.04 When vacancies or new positions become available the most senior Educational Assistant on the recall list shall have the choice of positions if there are more than one, provided the employee possesses the skill, ability, and qualifications to meet the needs of the student/program.
- 31.05 An employee on layoff who is called back to work on temporary assignment shall receive their previous rate of pay prior to layoff provided the assignment is within the previous job classification group.

The Board shall confer with the Union to explain the reason for the proposed layoff and discuss alternatives as soon as possible.

L-ARTICLE 32 - REINSTATEMENT

- 32.01 Employees who have changed positions under the surplus procedures shall have the right to be placed in their former entity if such position becomes available within one (1) year of the employee being placed in another position. The return to a former position shall take place at the end of the current school year.

L-ARTICLE 33 - LAYOFF AND PLACEMENT PROCEDURES

- 33.01 It is understood that, unless notified by the Board, an Educational Assistant(s) will return to the school they left in June on the first day of pupil attendance in September. There are circumstances affecting work placement that include, but are not limited to, a student changing school, a change in program, a change to accommodate a child's new or special need, or a change in funding. An Educational Assistant may be notified by June 30th but no later than August 1, if their job has become redundant or if there is to be a change in school assignment. It is understood that if circumstances regarding

school and/or a particular student have changed during the school year, the employer may place an Educational Assistant within the same entity and in accordance with the provisions of this Article. Educational Assistants shall be assigned within their entity.

- 33.02 In the event that circumstances have changed, Educational Assistant(s) who were working in June, but have not been placed, may exercise “bumping rights”.
- 33.03 In the event that there are not enough positions available in September for all Educational Assistants working in June, the unplaced person(s) may exercise “bumping rights” into the most junior equivalent position if available, or if not available, the most junior part-time position. The laid off employee must exercise bumping rights within five (5) working days from notification of layoff. The employee may decide to remain on the recall list, rather than take the entity, zone or regional bump.
- 33.04 Educational Assistants who are not currently working full time or are on the twenty-four (24) month recall list will be given priority for supply work respectively.
- 33.05 If one position becomes redundant in an entity, the most junior Educational Assistant in the entity will be declared redundant. Should this employee be senior to other Educational Assistants, “bumping rights” will be exercised.
- 33.06 Seniority and bumping rights shall be exercised in an entity, zone, and regional basis. Employees shall be entitled to bump the most junior employee in their own entity initially.
- 33.07 An entity shall be defined as:
1. Hearst
 2. Kapuskasing/Smooth Rock
 3. Cochrane/ Iroquois Falls/ Matheson*
 4. Timmins
 5. Kirkland Lake/Englehart
 6. Englehart/Kerns/Elk Lake
 7. New Liskeard/Temagami/Kerns **

* for the purposes of article 33.07, movement can take place between Iroquois Falls and Cochrane and Iroquois Falls and Matheson; no movement will take place between Cochrane and Matheson.

** for the purpose of article 33.07, no movement will take place between Temagami and Kerns.

- 33.08 An unplaced Educational Assistant shall also have the right to bump the least senior employee on a zone basis if the entity bumping continues to result in unemployment. The zone shall be out of the jurisdiction of the following predecessor boards:
1. Hearst Board of Education
 2. Kapuskasing, Smooth Rock Board of Education
 3. Cochrane, Iroquois Falls, Matheson Bd. of Education

4. Timmins Board of Education
5. Kirkland Lake Board of Education
6. Timiskaming Board of Education

33.09 An unplaced Educational Assistant shall also have the right to bump the least senior employee on a regional basis if the entity and zone bumping continues to result in unemployment.

The regions shall be:

1. Northern Region (Zones 1,2, and 3)
2. Central Region (Zone 4)
3. Southern Region (Zones 5 and 6)

33.10 Once all Educational Assistants who were working in the previous school year are placed and/or have had the opportunity to exercise the “bumping rights”, any positions which become available will be considered “new” positions.

33.11 Educational Assistants may request a voluntary exchange or transfer to another position or school by mutual consent within the system for the following school year by applying in writing by March 31st to Human Resources. Copies of the request are to be forwarded to the principals of both the present and possible future locations, and president of Bargaining Unit.

33.12 Any request for a reduced assignment will be made by request to the Regional Superintendent, in writing, by March 31st.

33.13 If no employee currently working or on the seniority list will accept a vacancy which comes open, then the Board shall be entitled to hire a person without seniority.

L-ARTICLE 34 - PROFESSIONAL ACTIVITY DAYS

34.01 An employee shall be paid for the Professional Activity Days and shall be required to participate in the scheduled professional activity sessions.

L-ARTICLE 35 - SEVERANCE ALLOWANCE

35.01 The Board shall pay to any member of the Bargaining Unit who is declared redundant and leaves the employ of the employer a severance allowance calculated as follows: Four percent (4%) of the member’s annual salary for each year of continuous employment with the Employer or predecessor employer, up to a maximum of twenty percent (20%).

35.02 A member who is redundant to the needs of the system shall remain on the recall list until September 30th. At that time the member may decide to remain on the recall list or choose to accept a severance pay. If the member selects severance pay, the payment will be made on or before October 15th of the same year.

- 35.03 Once a member has accepted the severance allowance, the employer has no further employment obligations and the member's employment is deemed to be terminated.

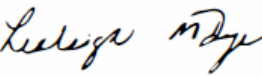
L-ARTICLE 36 - TERM OF AGREEMENT

- 36.01 This Agreement shall become effective and remain in full force from September 1, 2022 until August 31, 2026 and shall continue automatically thereafter for annual periods of one year unless either party gives notice as provided for in article number 36.02.
- 36.02 Either party desiring to continue, change or terminate this Agreement must notify the other in writing not sooner than ninety (90) days prior to the expiration date. If notice is given, as provided for herein, the parties shall meet within thirty (30) days from the giving of notice.
- 36.03 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, in writing and duly signed by each.

THIS AGREEMENT SIGNED THIS 30 DAY OF May 2024.

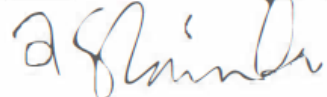
On behalf of
DSB Ontario North East

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 Digitally signed by Lesleigh Dye
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On behalf of
the Educational Assistants

Lynn Charron Digitally signed by Lynn Charron
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L-APPENDIX A

COCHRANE-IROQUOIS FALLS, BLACK RIVER-MATHESON BOARD OF EDUCATION

Gratuity Plan

Where entitled pursuant to the Collective Agreement, an employee shall receive a retirement gratuity upon retiring at the age of 65, or a gratuity upon leaving the Board in good standing after eight (8) or more years of continuous service based on the following:

- (a) An employee leaving the Board in good standing is one who has not been discharged for cause or resigned without proper notification to the Board.
- (b) The Cochrane-Iroquois Falls, Black River-Matheson Board of Education shall pay up to one half (1/2) year's salary (average salary over the prior six (6) months at time of retirement) to an employee who has accumulated two hundred (200) days and has been employed for a maximum of twenty-five (25) years.
- (c) The number of years' service required for maximum retirement gratuity shall be twenty-five (25) years.
- (d) If an employee has been in the service of the Board for over eight (8) years and under twenty-five (25), gratuity shall be proportionate; e.g. If an employee was with the Board for fifteen (15) years and had two hundred (200) days accumulated, he would receive 15/25 of his average six (6) months salary at time of leaving employ.
- (e) The following formula shall be used to calculate the amount of the gratuity:

$$G = \frac{N}{T} \times \frac{S}{1} \times \frac{V}{M}$$

Where G = the amount of gratuity

N = the number of days of sick leave credit accumulated

P = the maximum possible accumulation (200 days)

S = the average salary last six months at retirement

V = the number of years of service with the Board

M = the number of years of service required for maximum retirement gratuity.

In the event of death of any employee, either before or after retirement but before receiving the benefits herein provided, such benefits shall be paid or transferred to the beneficiary, and failing designation in writing of a beneficiary by the employee it shall be paid to the estate.

- e.g.
- Employee with 15 years' service retiring in good standing.
 - Average six months' salary at time of retirement - \$3,000.
 - Sick Leave Credits – 200 days.

$$\frac{200}{200} \times \frac{3000}{1} \times \frac{15}{25} = \$1,800$$

- (f) An employee entitled to a gratuity as calculated above shall be paid the amount of the gratuity as calculated above (G) or eighteen thousand dollars (\$18,000.00) whichever is less.

Accumulated Sick Leave

- 33. Permanent employees who have been employed by the Board a minimum of seven (7) years at time of retirement and are at age sixty (60) or over and who have not, at any time, while in the employ of the Board, participated in the OMERS Pension Plan, will receive one-half of their accumulated sick leave as a retirement gratuity at time of retirement. Payment will be made as a lump sum or over three (3) years at the permanent employee's option with the maximum total payment being \$2,000.

L-LETTER OF AGREEMENT Re: Pay Equity

LETTER OF AGREEMENT

Between

District School Board Ontario North East
(hereinafter referred to as the "Board")

And

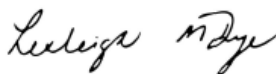
The Ontario Secondary School Teachers' Federation -District 1, EA Bargaining Unit
(hereinafter referred to as the "Bargaining Unit")

RE: PAY EQUITY

The Board and the Bargaining Unit agree to establish a joint committee to meet no later than October 31, 2024, for a review of Pay Equity and to jointly develop Rules of Procedure for the joint maintenance process. Any extension to this timeline shall only be made by mutual agreement.

Members of the Bargaining Unit joint committee shall be released to attend joint meetings in order to establish or maintain the Pay Equity Plan. Such release time shall not be considered as Bargaining Unit Leave.

Signed this 30th day of May, 2024.



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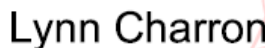
For the Board



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For the Board

For the Board



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For OSSTF



For OSSTF

For OSSTF