

COLLECTIVE AGREEMENT  
between  
LIMESTONE DISTRICT SCHOOL BOARD  
and  
COMMUNITY EDUCATION INSTRUCTORS, DISTRICT 27  
(CEI)  
of the  
ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION

September 1, 2019 – August 31, 2022



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**PART A**  
**TERMS NEGOTIATED CENTRALLY**  
**BETWEEN**  
**COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)**  
**AND**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)**  
**EDUCATION WORKERS**

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

### **C2.2 Amendment of Terms**

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

### **C2.3 Notice to Bargain**

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

### 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.
- iii. The central parties shall each have the following rights:
  - a. To file a dispute as a grievance with the Committee.
  - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - c. To withdraw a grievance.
  - d. To mutually agree to refer a grievance to the local grievance procedure.
  - e. To mutually agree to voluntary mediation.
  - f. To refer a grievance to final and binding arbitration at any time.
- iv. The Crown shall have the following rights:
  - a. To give or withhold approval to any proposed settlement between the central parties.
  - b. To participate in voluntary mediation.
  - c. To intervene in any matter referred to arbitration.
- v. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- vi. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- vii. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

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

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

- a) Where such a dispute is filed:
  - i. The decision of the committee shall be available in both French and English.
  - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

**C5.4 Grievance Shall Include:**

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

**C5.5 Referral to the Committee**

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

**C5.6 Voluntary Mediation**

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

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

- i. Arbitration shall be by a single arbitrator.
- ii. The central parties shall select a mutually agreed upon arbitrator.
- iii. The central parties may refer multiple grievances to a single arbitrator.
- iv. Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- v. The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

### **C6.00 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 work-week, defined as no less than thirty-two (32) hours per week; and
- regularly work at least ten (10) months of the year (including paid vacation).

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

### **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 work days 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 include in a historical appendix LOA #2 (Benefits) of the 2014-17 Agreement on Central Terms.

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**

Funding related to the OSSTF ELHT for the OSSTF/FEESO EW benefit plan will be based on the following:

- a) A reconciliation process based on the financial results for the OSSTF/FEESO-EW benefit plan for the school year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655 per FTE. The reconciliation will adjust the amount per FTE as of September 1, 2022.
- i. The financial results for reconciliation shall be based on the audited financial statements for the year ending August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
  - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the OSSTF/FEESO-EW benefit plan on the OSSTF ELHT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees, optional employee benefit costs and any temporary benefit plan enhancements (including but not limited to any reductions to premium share or premium holiday). The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement.
  - iii. The total cost of the OSSTF/FEESO-EW benefit plan per FTE represents a) ii. divided by the actual average FTE for the 2021-22 school year reported by school boards in the staffing schedule by Employee/Bargaining group for the school year ending August 31, 2022.
- b) The funding amount prior to September 1, 2019 was \$5489/FTE. This funding amounts shall be increased by:
- September 1, 2019: 1%
  - September 1, 2020: 1%
  - September 1, 2021: 1%

Funding shall be made retroactive to September 1, 2019.

- c) Funding changes described in a) and b) are contingent on the OSSTF ELHT agreeing that any plan enhancements (including but not limited to any reductions to premium share or premium holidays) to the OSSTF/FEESO-EW benefit plan shall be temporary for the term of the collective agreement and consistent with the following parameters:
- i. The Claims Fluctuation Reserve shall not decrease below 25% of total OSSTF/FEESO-EW benefit plan costs for the prior year and,

- ii. the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

#### **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.

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

As per LOA #10, 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-vi 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-vi 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-vi below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the

employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

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

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

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

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

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

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

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

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

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

g) **Administration**

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. 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, resources.

### **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.





**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 at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment;
  - c. School closure and/or school consolidation; or
  - d. Funding reductions directly related to services provided by bargaining unit members.
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 central ratification.
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, 2022.

**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 agree to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 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.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**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: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2020-2021, and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

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

- 1) Two (2) Professional Activity days in each of the years outlined above that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a School Board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

The days will be designated by June 15, of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school year. Approval of the SULP is subject to system and operational needs of the Board and school. Approved leave days may not be cancelled or changed by the School Board or the employee. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

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

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;

- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2022.

**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**

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2014-2017 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*.

Issues:

1. Short Term Paid Leaves (number of days)
2. Paid Vacation
3. Paid Holidays (including statutory holidays)
4. Allowances/Premiums (excluding percentage increase)
5. Work Day/Work Week (excluding scheduling)
6. ECE Grid
7. DECE/ECE Preparation Time
8. Professional Judgment and Reporting
9. WSIB Top-Up Benefits
10. Staffing Levels (except as otherwise noted in this agreement)
11. Notification of Potential Risk of Physical Injury - Workplace Violence

**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')**

**Re: Additional Professional Activity (PA) Day**

The parties confirm that there will continue to be seven (7) 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 PA day. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as Sulp days.

**LETTER OF AGREEMENT #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/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 #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/Couronne**

**RE: Online Reporting Tool for Violent Incidents**

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF/FEESO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #9 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the School Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**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: Half Day of Violence Prevention Training**

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and the Joint Health and Safety Committee regarding the topics and scheduling of this half PA day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the material produced by the Provincial Working Group – Health and Safety be used as resource material for this training.

**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: 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.

**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 #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')**

**AND**

**The Crown/Couronne**

**RE: Benefits**

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

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

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

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

**1.0.0 GOVERNANCE**

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

1.2.0 The parties confirm their intention to do the following:

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

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

## **2.0.0 ELIGIBILITY and COVERAGE**

- 2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:
  - 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
  - 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the “Board(s)” benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
  - 2.1.4 No individuals who retire after the Board Participation Date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

## **3.0.0 FUNDING**

### **3.1.0 Start-Up Costs**

- 3.1.1 The Government of Ontario will provide:
  - d. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
  - e. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.
- 3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province’s transfer payment and accountability requirements.

### **3.2.0 On-Going Funding**

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs and casual employee costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.

- ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
  - ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
- i) there is an in-year deficit,
  - ii) the deficit described in i) is not related to plan design changes,
  - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
- If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until

such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.

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

#### **4.0.0 TRANSITION COMMITTEE**

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

#### **5.0.0 PAYMENTS**

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

### **6.0.0 ENROLMENT**

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

### **7.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

### **8.0.0 CLAIMS SUPPORT**

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

### **9.0.0 PRIVACY**

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

### Appendix A – HRIS File

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

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

**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

**PART B**  
**TERMS NEGOTIATED LOCALLY**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**AND**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION DISTRICT 27**  
**COMMUNITY EDUCATION INSTRUCTORS**

**L1**            **PURPOSE**

L1.01            It is the intent of the parties and the purpose of this agreement to establish and maintain effective working relationships by setting forth certain terms and conditions of employment and procedures for settling differences.

**L2**            **RECOGNITION**

L2.01            The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent for all employees of the Limestone District School Board employed as Community Education Instructors (as defined in Article 3.01) who provide educational services and/or training in any course of study for which a valid certificate of qualification or letter of standing as a teacher is not required by law or regulations save and except for the Principal of the Limestone Community Education, persons above the rank of Principal of the Limestone Community Education, the grant writer, and Instructors of International Language and General Interest courses.

L2.02            The Board recognizes the Collective Bargaining Committee of the Community Education Instructors' Bargaining Unit as the official body of the Community Education Instructors in the Limestone Community Education authorized to negotiate on their behalf.

L2.03            The Board recognizes the right of the Bargaining Unit to receive assistance from the Ontario Secondary School Teachers' Federation, or any solicitor, or any other duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.

L2.04            The Union recognizes the right of the Board to authorize any Trustee or School Board organization to which it might be an Instructor or affiliate, or any solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

L2.05            The Board agrees that it will deal solely with the duly authorized agents of the Union/Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Bargaining Unit with a list of its supervisory personnel.

**L3**            **DEFINITIONS**

L3.01    a)    Community Education Instructor (hereinafter referred to as "Instructor") means a person employed to provide instruction and/or assessment (i.e. CLBA - Canadian Language Benchmark Assessment) for English as a Second Language non-credit day/night school programs and in Adult Literacy and Basic Skills (i.e. OALCF - Ontario Adult Literacy Curriculum Framework).

          b)    It is understood that the parties will have regular discussions with respect to new positions, programs or pilots at any time requested by either party.

L3.02            Union means OSSTF District 27 Community Education Instructors' Bargaining Unit and includes those persons described by the certificate granted by the Ontario Labour Relations Board as follows:

All Instructors employed by the Limestone District School Board in the Counties of Frontenac and Lennox and Addington, save and except the Principal of the Limestone Community Education, persons above the rank Principal of the Limestone Community Education and the grant writer.

L3.03 It is hereby mutually agreed that those Instructors instructing in Heritage Language and General Interest courses are excluded from this Agreement.

L3.04 Probationary Instructors are those Instructors who are hired after January 1, 1991, and shall be on probation for seventy-five (75) worked days. A performance evaluation will be completed by the Principal /Vice Principal or Supervisor of the Limestone Community Education before the expiry of the probationary period.

For Instructors working less than five (5) days per week as their regular position, the probationary period will be a total of seventy-five (75) worked days from the date of hire, or until they have worked all scheduled work days in a six (6) month period following the date of hiring, whichever is the lesser.

L3.05 A permanent Instructor/employee is an Instructor who has successfully completed the probationary period and who has entitlement with the Board.

L3.06 A casual occasional Instructor is an Instructor who is hired:

- a) to replace an Instructor who is absent for less than ten (10) consecutive working days, or
- b) as a Term Occasional Instructor to replace an Instructor who is absent for 10 (ten) or more consecutive working days and where the term of the absence does not exceed one year, or
- c) to provide temporary assistance above the normal complement. Such employment shall not exceed one year unless agreed to by the Board Federation committee.

Upon the expiry of the maximum term, if the Instructor on leave does not return to his or her former position and the position is to be continued, it will be advertised and filled as a permanent position in accordance with Article 15.

The parties agree that the Board will contact the District President of OSSTF from the 10<sup>th</sup> consecutive day of an employee's absence.

L3.07 A full-time Instructor shall mean an Instructor who is working 25 or more contract hours per week.

L3.08 Federation, Union or OSSTF shall mean the Ontario Secondary School Teachers' Federation.

L3.09 Bargaining Unit shall mean the Instructors' Bargaining Unit of OSSTF District 27.

L3.10 Board or Employer shall mean the Limestone District School Board.

#### **L4** **EFFECTIVE PERIOD AND RENEWAL**

L4.01 This Agreement shall be effective from September 1, 2019 and shall continue in full force up to and including August 31, 2022, and shall continue automatically thereafter for annual periods unless either party notifies the other, in writing. Notice to Bargain will be in accordance with Article C2.3.

- L4.02 It is understood and agreed that in the event that a new agreement has not been reached by the date of expiry of the present agreement that all terms and provisions of the present agreement shall continue in force and effect until such time as it is superseded by a new agreement.
- L4.03 This agreement shall form the basis of computing all salaries and other conditions defined herein. Any amendments shall be made only by mutual consent, in writing, of the parties to this agreement.
- L4.04 There shall be no strikes or lock-outs during the term of this agreement.
- L4.05 All Appendices and Letters of Understanding form an integral part of this agreement and are subject to the provisions of Article 13.

**L5 UNION MEMBERSHIP, DUES CHECK-OFF AND MEMBERSHIP LIST**

- L5.01 All Community Education Instructors shall, as a condition of employment, maintain membership in the Union and remain instructors in good standing. All new Community Education Instructors shall, as a condition of employment, join the Union as of the first day of employment and remain union members in good standing.
- L5.02 On each pay date that an Instructor receives a pay cheque, the Employer shall deduct from each Instructor the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and be forwarded in writing to the Employer at least thirty (30) working days prior to the expected date of change.
- L5.03 The OSSTF dues deducted in accordance with Article 5.02 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the names of the Community Education Instructors organized under the headings ESL-Occasional, ESL-Regular, Literacy-Occasional, and Literacy-Regular. Listed with the names shall be the time period for which the dues are remitted, the Instructor's S.I.N., the corresponding amounts deducted for dues, earnings for the period and the annual earnings or hourly rate. A copy will be sent to the District President and Bargaining Unit President.
- L5.04 The Board shall also deduct and remit to the Treasurer of the Community Education Instructors' Bargaining Unit, in the same manner as above, any Bargaining Unit dues and/or local levies owing.
- L5.05 The Board will provide copies of this Agreement to all Bargaining Unit members and the Bargaining Unit will reimburse the Board for one half of the costs of printing.
- L5.06 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability arising out of deductions authorized by the Union.

By ratification of this agreement by members of this Bargaining Unit, they agree that the Board can provide the information outlined in this article and it is not a violation of the Freedom of Information Act.

When new Instructors are hired, they shall be advised that as a condition of employment they agree that information outlined in this article will be provided to the Bargaining Unit. The Union agrees to save the employer harmless with respect to the provision of any and all information disseminated through the use of this article.

**L6**      **UNION RIGHTS**

- L6.01      The Board will provide letters of introduction and welcome from the Board and the Bargaining Unit along with a copy of the Collective Agreement to new Instructors at the time of hire. In addition, each instructor shall receive a copy of the School's Staff Handbook which includes relevant items such as: Health and Safety Procedures, relevant forms and procedures. The document should be tailored to fit the unique needs of the specific location.
- L6.02      Instructors on the Bargaining Unit's negotiating or grievance committee shall suffer no loss of wages when meeting with Management during their regular working hours. Meetings with Management continuing or taking place after regular working hours are not subject to compensation.
- L6.03      The Board shall provide the Bargaining Unit President with a current list of all Permanent Community Education Instructors, their status, their assignments, their work locations and their weekly hours, by September 30<sup>th</sup>, February 28<sup>th</sup> and August 15<sup>th</sup> each school year. A copy of each list shall also be sent to the District President.
- L6.04      The Board shall provide a copy of all Instructor job postings to the Bargaining Unit President and the District President.
- L6.05      The Bargaining Unit shall be allowed to use the employer's premises to conduct Federation business according to the established procedures of booking rooms and other facilities.
- L6.06      The Board shall provide the Bargaining Unit, upon request, with information relating to salaries and benefits.
- L6.07      The Principal/VP or Supervisor of the Limestone Community Education shall provide each Community Education Instructor working in a position deriving from a Third Party Contract with a summary of the specific duties and responsibilities of the position. A copy of each summary shall also be sent to the District President.

**L7**      **MANAGEMENT RIGHTS**

- L7.01      In accordance with and in addition to the Acts and Regulations of the Province of Ontario, the Board has the right to manage its school system and all rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Agreement. Without restricting the rights set out above, the Bargaining Unit recognizes the rights of the Board to:
- i) hire, direct, and classify all Instructors and the right to discipline, suspend, and discharge, for just cause, any Instructor, subject to the right of the Instructor concerned to lodge a grievance in accordance with Article 13;
  - ii) notwithstanding (i) above, the Board will not terminate the employment of a Probationary Instructor in an arbitrary, discriminatory, or bad faith manner.
  - iii) operate and manage its school system in accordance with its obligations and to make and alter, from time to time, rules and regulations to be observed by the Instructors, which rules and regulations shall not be inconsistent with the provisions of this Agreement;
  - iv) to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Limestone Community Education; and
  - v) to establish and approve the hours of school and the school year and other such duties and responsibilities of the

Board as are outlined in the Acts and Regulations pertaining to Education in Ontario.

**L8**      **DISCIPLINE AND DISCHARGE**

- L8.01      No Instructor shall be disciplined or discharged without just cause subject where applicable to Article 7.01 (ii).
- L8.02      The Board recognizes the right of the Federation to represent Instructors in all matters concerning possible discipline and/or discharge.
- L8.03      When a Supervisor calls an Instructor to a disciplinary meeting the Supervisor shall inform the Instructor about the nature of the meeting and the Instructor's right to have OSSTF representation. Reasonable notice shall be given as to the time and place of the meeting.
- L8.04      If such meetings are held during the Instructor's or Federation representative's scheduled work hours, neither shall suffer loss of earnings.
- L8.05      Instructors shall be notified in writing of the grounds for discipline or discharge. A copy shall be forwarded to the Bargaining Unit President and the District President.

**L9**      **BOARD-FEDERATION COMMITTEE FOR INSTRUCTORS**

- L9.01      The Board-Federation Committee will meet on a quarterly basis in the months of September, December, March and the last week of May.
- a) discuss staffing as outlined in Article 14, or
- b) discuss and settle matters that may arise which are either beyond the scope of this Agreement or require changes to this Agreement. The settlement of such matters or changes that are required must be agreed to by the parties.
- L9.02      a) As part of its role, the Board-Federation Committee shall meet after the Board has received information about funding for Literacy programs for the next funding period if possible at least three months prior to the start of the next school year in order to share information with respect to the costing allocations for various components of a program's operating budget, including the allocation for staff salaries, the number of full-time equivalent staff needed and related matters.
- b) ESL programming will be determined based on a continuous review of the enrolment numbers for each class.
- L9.03      The Board-Federation Committee shall have equal representation by both parties and shall normally consist of no more than four (4) persons per party.
- L9.04      Either party can request a meeting outside of the regularly scheduled Board-Federation Committee. It is agreed that when such a request is made, the Committee will make every effort to meet within two (2) weeks of the request during regular instructor work hours when possible.
- L9.05      Any agreements made by the Board-Federation Committee must be in writing and must be ratified by both parties.
- L9.06      The Board shall consult with the Federation in advance of any changes to the system in the areas of wellness or absence management.

**L10**      **NO DISCRIMINATION**

L10.01      The Board and the Bargaining Unit shall not discriminate against Instructors with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities, or sexual orientation.

L10.02      **Discrimination & Harassment in the Workplace**

The Board and the Bargaining Unit shall not discriminate on the grounds of age, creed (religion), sex (including pregnancy and breast feeding), gender identity, family status (such as being in a parent-child relationship), marital status (including the status of being married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), disability (including mental, physical, developmental or learning disabilities), race, ancestry, place of origin, ethnic origin, citizenship, colour, record of offences (criminal conviction for a provincial offense, or for an offense for which a pardon has been received), association of relationship with a person identified by one of the above grounds or perception that one of the above grounds applies, as defined by the Ontario Human Rights Code, as amended.

There shall be no discrimination or harassment practiced by reason of an Instructor's membership or activity in the Federation.

1. The Board believes and is obligated to ensure that all Instructors are entitled to a healthy and safe environment free from harassment or discrimination in the workplace.
2. To this end, all Instructors have a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, Instructors of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
3. The Union may request to review Administrative Procedure AP 411, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.
4. It is recognized that a broader consultative process will be undertaken, which will include the Union.

**L11**      **PERFORMANCE APPRAISAL**

L11.01      Performance Appraisals of Instructors will be completed in accordance with the Board's current Performance Appraisal Support Document or in accordance with any future amended Board Performance appraisal Support Document.

The Board will consult with the federation prior to making any changes to the performance appraisal procedure.

L11.02      An Instructor will be given, at minimum, five (5) working days' notice of the implementation of the performance appraisal. The performance appraisal report shall only include observation data collected by the evaluator during the implementation of the performance appraisal.

L11.03 An Instructor shall receive a copy of the written appraisal and is entitled to make written comments in response to the documentation. Such documentation and comments will be retained as part of the Instructor's personnel file.

The completed performance appraisal shall be made available to the Instructor at the earliest possible opportunity, but no later than ten (10) working days from the date of completion.

L11.04 The Board will notify the Union when an Instructor receives a "needs development" in any category.

L11.05 No Instructor of the bargaining unit shall evaluate or participate in the evaluation of another Instructor of the bargaining unit.

L11.06 Should the performance appraisal indicate that the Instructor's performance is unsatisfactory, specific recommendations for the necessary improvements required to achieve a satisfactory performance shall be provided in an improvement plan.

L11.07 An Instructor shall have the right to OSSTF representation at a meeting to receive the results from the performance appraisal procedure. If the performance appraisal results in a "needs improvement", the Instructor shall have the right to OSSTF representation at all subsequent meetings related to the performance appraisal procedure.

## **L12      PERSONNEL FILES**

L12.01 The only recognized personnel file of an Instructor shall be maintained at the Board Office and shall be available and open to the Instructor for inspection in the presence of the Superintendent of Human Resources or designate. Arrangements to access the file shall be made with the Superintendent of Human Resources or designate at a mutually agreeable time.

L12.02 Instructors personnel files shall be stored in a secure location within Human Resources in a completely confidential manner. Human Resources staff who have access to personnel files have signed an oath of confidentiality are governed by and adhere to the Municipal Freedom of Information and Access to Privacy Act.

L12.03 Upon written request to the Superintendent of Human Resources or designate, the Instructor shall be given an opportunity to review their personnel file at a mutually agreeable time in the presence of the Superintendent of Human Resources or designate, at the Board office.

- i) An Instructor shall be entitled upon request to copies of any materials contained in the Instructor's personnel file.
- ii) Any letter of Counsel (non-disciplinary), letter of reprimand, suspension or other sanction, or any notes related to such shall be removed from the personnel file, at the written request of the Instructor to the Superintendent of Human Resources, two years following the receipt of such letter, suspension or other sanction provided that the Instructor's record/file has been clear of any disciplinary letter for the past two years. Any such letter of Counsel, letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.
- iii) The aforementioned two year sunset clause shall not apply in circumstances wherein an Instructor has received discipline with respect to an issue that may have led to a complaint under the Child and Family Services Act or discipline related to physical, emotional or psychological harm to students or other Instructors of the Board. Such disciplinary record(s) shall remain on the Instructor's personnel file.

- iv) Notwithstanding the aforementioned, an Instructor may apply to the Superintendent of Human Resources in writing to request removal of such record(s) after two years have lapsed.
- v) The Federation may grieve any disciplinary action taken against an Instructor based on or related to the information that the Instructor is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.
- vi) The Board shall ensure that all records and information (including the annual offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of The Education Act are stored in a secure location and in a confidential manner. Access to such records and information shall be strictly limited to the Instructor, the Superintendent of Human Resources and a limited number of confidential personnel designated by the Superintendent. The delegates shall not be members of this bargaining unit.

**L13      RESOLUTION OF DISPUTES**

L13.01      The following definitions shall apply to this Article:

- (a) A “grievance” shall be defined as a complaint arising from the interpretation, application, administration or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
  - the Instructors’ Bargaining Unit; or
  - the Board
- (c) In this Article “days” shall mean working days, unless otherwise indicated.

L13.02      An Instructor shall have the right to have present a representative from the OSSTF at each stage of the grievance-arbitration procedure.

**L13.03      Complaint Stage**

If an Instructor is unable to resolve a complaint by informal discussion with the Instructor’s Principal /Vice Principal or Supervisor, then the Instructor, with the concurrence of the Instructor’s Bargaining Unit Executive or recognized representative, may initiate a complaint within twenty-five (25) days of the day the cause of the complaint becomes known, or reasonably ought to have been known, with the appropriate Principal /Vice Principal or Supervisor who shall answer the complaint within five (5) days of the receipt of the complaint.

**L13.04      Grievance Procedure - Individual**

In the case of a grievance by the Bargaining Unit on behalf of an Instructor, the following steps may be taken in sequence where informal attempts to resolve the matter with the Principal /Vice Principal or Supervisor have failed.

**Step 1**      If the reply of the Principal /Vice Principal or Supervisor at the complaint stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources or designate, who shall answer the grievance in writing within ten (10) days following the Step 1 grievance meeting.

The grievance shall be in writing and shall contain:

- a) description of how the alleged dispute is in violation of the collective agreement; and
- b) a statement of the facts to support the grievance, including the Articles(s) claimed to have been violated; and
- c) the remedy sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

Step 2 If the reply of the Superintendent of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days of receipt of the reply to the Director of Education or designate who shall answer the grievance in writing within ten (10) days following the Step 2 grievance meeting.

Step 3 If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of receipt of the reply.

#### L13.05 **Grievance Procedure - Party**

In the case of all other grievances by a party, (including those on behalf of a group of Instructors, an individual Instructor where other Instructors are affected, a retired Instructor, or a deceased Instructor), the party making the grievance may take the following steps in sequence to resolve the matter:

Step 1 The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance within ten (10) days following the Step 1 grievance meeting.

The grievance shall be in writing and shall contain:

- a) a description of how the alleged dispute is in violation of the collective agreement; and
- b) a statement of the facts to support the grievance including the Article(s) claimed to have been violated; and
- c) the remedy sought; and
- d) the signature of the duly authorized official of the Party.

Step 2 If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, the party then may apply for arbitration within twenty (20) days of receipt of the reply.

No party grievance may be initiated and processed to arbitration which would be out of time if initiated by an individual instructor.

#### L13.06 **Grievance Mediation**

- (a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- (b) The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party

indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

**L13.07 Arbitration**

- (a) The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance 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 five (5) 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 Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) The parties may agree to a mutually acceptable sole Arbitrator, or upon the request of either party, the parties may mutually agree to an Arbitration Board.
- (c) The Arbitration Board or the Single Arbitrator, as the case may be, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

**L13.08 Cost of Arbitration**

The fees for a single Arbitrator, or the Chair of an Arbitration Board, shall be shared equally by the parties. Each of the parties shall bear the expenses of its own appointee to the Arbitration Board.

L13.09 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of both parties.

L13.10 There shall be no reprisals of any kind taken against any Instructor because of participation in the grievance or arbitration procedure under this agreement.

L13.11 Should the investigation or processing of a grievance require that an involved Instructor or Bargaining Unit representative be released from regular duties, the Instructor shall be released without loss of salary or benefits.

L13.12 (a) Each party will notify the other party of the receipt of a written reply and its intention of further correspondence within the timelines required herein.

(b) If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to be abandoned in the case of the Grievor(s) and to have been moved forward to the next step in the case of the respondent.

(c) This clause does not supercede the powers of the arbitrator under Sec. 48(16) of the Ontario Labour Relations Act, as amended.

**L14      STAFFING**

L14.01      The Board-Federation Committee will provide input with respect to program planning and staffing. The Committee will conduct its work based on the staffing guidelines outlined throughout this Article.

(a) Positions will be staffed according to the following order:

Step 1      By Permanent Instructors, including those returning from leave, according to seniority, entitlement and qualifications.

Step 2      By surplus or laid off Instructors according to seniority, entitlement at time of layoff and qualifications.

Step 3      By qualified Permanent or Part-time Instructors wishing to increase their entitlement according to seniority and qualifications.

Step 4      Through competition by qualified Occasional Instructors and short listed qualified external candidates.

L14.02      No new Instructors may be hired until all Instructors on lay-off and all Instructors who wish to increase their entitlement have been given the opportunity to apply for vacant position(s) in accordance with Articles 15.01 and 15.02.

L14.03 a)    For LBS and ESL, planning for programs to be offered in September and related staffing and initial site decisions will be completed three (3) months in advance if possible, except for programs which operate as a result of contracts with outside parties, in which case, staffing shall be decided at the earliest opportunity. Staffing decisions at this stage involve:

- i) identifying surplus staff, if any
- ii) placing staff in appropriate positions and initial sites
- iii) determining the number and description, if any, of remaining positions to be filled in accordance with Step 4 (Article 14.01).

b) The Principal, or designate, will notify all current staff of their assignments in writing for the upcoming year or session no later than June 15<sup>th</sup> with a copy of the assignments forwarded to the Bargaining Unit President and District President.

c) For LBS & ESL, should the method of funding change during the term of this Agreement that affects staffing, the Board-Federation Committee referred to in Article 9.01 will meet to discuss the matter. Should this occur during the summer months, the parties will meet to discuss the matter by September 1<sup>st</sup>.

L14.04      The Principal, or designate, will notify Human Resources of any surplus staff who may be laid off or any positions not filled by Permanent Instructors or Instructors on layoff which will need to be advertised. Human Resources - Support Staff will send a copy to the Bargaining Unit President and District President.

L14.05      ESL program(s) may be discontinued at the discretion of the Board should the enrolment not be sufficient to warrant running the program(s). For surplus staff, the Board will confirm in writing the Instructor's change in employment status within two (2) weeks of receiving notice from the Principal as outlined in Article 14.03. All corresponding layoffs shall occur in accordance with Article 18.02.

L14.06 a)    The Principal, or designate, will forward the names of all Instructors and the details of their assignments to Human

Resources by August 31st for Literacy and by September 10th for ESL. Human Resources - Support Staff will send a copy to the Bargaining Unit President and District President.

- b) Any Instructors who are newly hired or recalled must sign up at the Board Office with their names forwarded to the Bargaining Unit President and the District President.

L14.07 The Board shall provide the Bargaining Unit with a complete list of all employed Instructors as per Article 6.03 of this Agreement.

L14.08 **Non-Credit ESL Summer School**

- a) The Employer shall solicit interest from the permanent bargaining unit Instructors for Summer School positions by May 31st of the school year. Posting for these positions will occur as soon as possible in June. The following order of priority shall apply for applicants:
  - i) permanent ESL Instructors, THEN
  - ii) occasional instructors will be considered in the competition along with short listed qualified external candidates.

L14.09 **Special Assignment**

Where an Instructor of the Bargaining Unit accepts a "Special Assignment ( i.e. position of added responsibility, Train the Trainer) or assignment in the area of ESL/ LBS, the Employer shall notify the District President and the Bargaining Unit President of the Instructor's name, the date of commencement of duties in the assignment.

Where an Instructor accepts such an assignment and the assignment interrupts their regular position, the Instructor shall have the right of seniority accumulation and right of return to their former position (subject to Article 18 Layoff and Recall) within the bargaining unit, provided the assignment does not exceed twelve (12) months in duration.

Notwithstanding the foregoing, the assignment may be up to an additional twelve (12) months with the agreement of the employer, Bargaining Unit and the Instructor. The Instructor shall be required to continue to pay union dues during such an assignment

**L15** **DISTRIBUTION OF WORK POSTINGS**

**Permanent Community Education Instructors**

- L15.01 a) When a vacancy for a permanent position occurs or a new position is created in the bargaining unit, the Employer shall notify the Federation and post a notice of the position internally to Instructors of the Bargaining Unit on the Board's website for a minimum of five (5) working days. A copy of the posting will also be emailed to all permanent staff, the Bargaining Unit President and the District President on the same day that the vacancy or new position is issued for posting. Working days for this Article are defined as the Employer's normal working days.

Each internal posting will indicate the position, location, required qualifications, hours of work, commencement date (if known) and the deadline date for applications. Each internal posting will clearly indicate that applications shall only be considered from permanent Instructors who are members of the Bargaining Unit.

- L15.02 When selecting from internal applicants, appointments shall be made of the applicant with the required qualifications, and where qualifications are approximately equal between competing Instructors, seniority shall be the determining factor.
- L15.03 Upon request, unsuccessful applicants from the internal competition shall be given an opportunity for a debriefing meeting. Such meeting shall be scheduled at the earliest possible convenience of the parties.
- L15.04 The Employer shall notify the Union in writing, of the names of the interview team and all successful applicants to posted positions, within five (5) days after the appointment has been approved.
- L15.05 In the event that there are no qualified internal applicants, vacancies shall be advertised externally within two (2) weeks after the closing date of the internal posting. It is understood that consideration shall be given to Occasional Community Education Instructors on the Occasional Instructors List prior to the consideration of external applicants.
- L15.06 **Postings for Term Occasional Vacancies**
- When it is known that a Term Occasional vacancy will occur for a continuous period of ten (10) days or more, such vacancy will be posted electronically for a minimum of five (5) working days for Occasional Instructors on the Occasional Instructor list to apply. A copy of the posting will be emailed to the Bargaining Unit President and the District President on the same day that the vacancy is issued for posting.

## **L16      WORKING CONDITIONS**

- L16.01 (a) The probationary period shall be as outlined in Article 3.04 of this Collective Agreement.
- (b) Successful completion of this period will be confirmed in writing by the Instructor's Principal /Vice Principal or Supervisor and forwarded to Human Resources - Support Staff. Letters from Human Resources - Support Staff confirming the successful completion of the period shall be sent to the Instructor, Bargaining Unit President and the District President.
- L16.02 The Board will make every effort to provide each Instructor with reasonable access to classrooms, records, supplies, and all other amenities necessary to performing the duties assigned.
- L16.03 Should class size become an issue for an instructor, the individual instructor and the Manager/Supervisor of the program will meet to discuss the matter. Unresolved issues regarding class size may be referred to the Board/Federation Committee for discussion and appropriate action as agreed to by the parties.
- L16.04 The Board shall reimburse at the Board's current kilometre/mileage rate each Instructor for travel between an assignment for the same Instructor involving two or more job locations within the Board's jurisdiction.
- L16.05 All Permanent and Occasional ESL/LBS Instructors working in LTO positions shall be replaced by an Occasional Instructor on the first day of absence.
- L16.06 Any Instructor required by a supervisor to attend a meeting, orientation or perform an assessment (including fee payer assessment) outside of the regular paid hours shall be paid for that time.

### **Professional Development and Training**

- L16.07 The number of Professional Activity Days available in the school year shall be in accordance with the Acts and Regulations and equal to the number in the LDSB School Year Calendar that fall within the Instructor's work year. Term Occasional Instructors shall be paid for PA days worked during the period of employment.
- L16.08 (a) Proposed activities for the PA days, shall be determined by the school administration after consultation with the Instructors on or before the first PA Day of the year.
- (b) The Board shall provide information to the Bargaining Unit President about the activities planned for each Professional Activity Day.

### **Planning Days**

- L16.09 A total of one and a half (1.5) planning days per semester shall be scheduled for each Instructor annually. Dates and times will be determined by the Principal/Vice Principal of the Limestone Community Education (LSCE) and/or designate in consultation with the site Instructor(s). The Employer agrees to schedule this planning time outside of PA days as long as the Employer is able to do so without loss of ADE, funding or without incurring replacement costs.

### **Temporary School Closure**

- L16.10 When a school/job location is closed due to climatic or catastrophic conditions, an Instructor shall be paid for the equivalent of the assigned day(s) or fraction thereof.

### **Severe Weather**

- L16.11 In the event of extremely severe weather (i.e. cancellation of bus transportation), or if a public road is not plowed for the day, the Instructor, after consultation with the site administrator, may be directed to report to an alternate site, or report late to their work location when road conditions permit. There shall be no loss of pay for the Instructor. The leave is not deducted from accumulated sick leave.

### **Criminal Records Checks**

- L16.12 When first hired, the Community Education Instructor shall at their own expense supply the Board with a current Criminal Records Check.

The Board shall pay the cost (processing fee only) associated with the permanent Community Education Instructor providing subsequent Criminal Records Checks.

## **Health and Safety**

L16.13 The Board recognizes its obligation to provide a safe working environment for Instructors. The Federation recognizes its obligation to cooperate in maintaining and improving a safe working environment. The parties agree to use their best efforts jointly to achieve these objectives.

The Board shall ensure that first aid and safety (including WHMIS) training programs are normally available to instructors during their regular school hours.

L16.14 Any Instructor required by a supervisor to attend a meeting outside of the regular paid hours shall be paid for that time.

## **L17 SENIORITY, ENTITLEMENT AND INSTRUCTOR LISTS**

- L17.01 a) The names of all Permanent Community Education Instructors shall be placed on the Seniority List.
- b) There shall be separate lists for ESL and Literacy.
- c) These lists shall be prepared and updated by the Board in co-operation with the Bargaining Unit and must be verified by both parties.
- d) Permanent Community Education Instructors shall be placed on the Seniority List in seniority order from the most senior to the most junior.
- L17.02 a) Seniority Lists will be prepared and distributed to Instructors once per year no later than March 31 of each school year.
- b) A Community Education Instructor shall have up to thirty (30) work days following the distribution of the Seniority List to report in writing, any errors to the Superintendent responsible for Support Staff with a copy to the Bargaining Unit President and District President; otherwise, the list will be deemed to be correct.
- L17.03 a) Seniority shall be calculated from the date a Community Education Instructor starts their duties and shall be expressed to the nearest 10<sup>th</sup> based on a ten (10) month program year (September - June). An Instructor teaching a program which extends into July and August will accrue up to a maximum of 1.0 years seniority (10 months) for the entire year.
- b) Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service, but shall not be counted for the purposes of determination for Salary, Vacation and Sick Leave benefits.
- L17.04 For any Community Education Instructor in the employ of the Board after September 1, 1990, seniority shall accrue to each Instructor at the same full-time rate regardless of whether the Instructor is full-time or part-time.

L17.05 In the instances where the seniority of two or more Instructors is the same, the following criteria shall be applied in sequence until a tie is broken:

For LBS i) total years of instructing and teaching experience with adults  
ii) by a lot as conducted by a Superintendent or designate and the District President.

For ESL i) for total years of experience teaching ESL to adult students  
ii) by a lot as conducted by a Superintendent or designate and the District President

L17.06 While on a leave of absence, a Community Education Instructor shall continue to accrue full seniority.

L17.07 A Community Education Instructor's entitlement pertains to the Instructor's workload and shall be defined in terms of:

a) the number of hours of work per day or week expressed as a fraction of a 6 hour day or 30 hour week to the nearest 10th.

L17.08 All Community Education Instructors shall have their entitlement determined and noted on the Seniority List.

a) For Community Education Instructors hired after August 31/99, entitlement shall be based on the terms of the first regular assignment.

b) Community Education Instructors wishing to increase their entitlement must apply for the increase when opportunities become available according to Article 14.

c) Changes in entitlement shall be updated on the Seniority List annually.

## **L18 LAY-OFF AND RECALL**

L18.01 It is agreed that in the event of a lay-off, Instructors will be laid off in reverse order of seniority in the Bargaining Unit. Instructors shall forfeit seniority rights if on lay off for a period longer than twenty-four (24) months or the length of their seniority, whichever is the lesser. Following a twenty-four (24) month period, the Board shall not have any further obligations to an Instructor on lay-off. The Board will inform the Instructor in writing.

L18.02 An Instructor who has been identified as surplus and thereby subject to lay-off, will be notified in writing by the Board within two (2) weeks of Human Resources receiving notice of the layoff from the Principal. Human Resources - Support Staff will send a copy to the Bargaining Unit President and District President.

L18.03 While on lay-off with recall rights, an Instructor's insured benefits shall automatically continue for a period of three (3) months. After three (3) months, the Instructor may choose to continue their benefits through the Board while on lay-off provided that:

- a) the Instructor notifies the Board in writing of their intention to continue such benefits within one (1) month following the start of their lay-off; and
- b) the Instructor pays to the Board the full cost of maintaining these benefits for the period following the first three (3) months on lay-off.

L18.04 Any Instructor who has been laid off in accordance with the provisions of seniority and lay-off, Articles 17 and 18 of this Agreement, shall be eligible for recall for a period of twenty-four (24) months from the effective date of the lay-off.

L18.05 Instructors who are laid off in one department or sector (i.e. ESL or Literacy) may apply for and shall be considered for available positions in the other department or sector prior to consideration of external applicants.

L18.06 No new Instructor will be hired until all persons on lay-off have been given an opportunity for recall in accordance with Article 18.05.

L18.07 All individuals eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone numbers.

L18.08 When a position becomes available, subject to Article 18.05 the Employer shall contact the Instructor being recalled by telephone and offer the position. The Employer shall subsequently confirm the offer in writing. The Instructor shall have five (5) working days to respond in writing (via FAX, E-MAIL, or hand delivered) from the time of the initial offer by telephone.

L18.09 An Instructor on lay-off shall have the right to refuse two (2) recalls. A third refusal by the Instructor shall be considered a termination of employment by the Board.

L18.10 An Instructor who does not respond within five (5) working days to a written job offer as per Article 18.08, shall be considered to have refused the position and the conditions in Article 18.09 shall apply.

L18.11 When an instructor returns to work after a leave, works for a period of two (2) months or less and is granted another leave, the original Occasional Instructor will be given first consideration before a new Occasional Instructor is hired.

**L19 SALARY RATES**

L19.01 An Instructor shall be paid a per diem salary as per Appendix A to this Agreement. (See APPENDIX “A”)

L19.02 a) Literacy Instructors will progress one step on the above scale for each year of service worked with the Board as an Instructor.

b) ESL Instructors shall be paid the single Pay Equity Daily Rate as described in Appendix A.

L19.03 For purposes of interpreting this Article only, a full-time Instructor’s assignment within the Limestone School Community Education shall consist of six (6) contract hours per day.

L19.04 A part-time or occasional Instructor shall be paid a per diem salary calculated as follows:

$$\text{Per Diem Salary (Article 19.01) X } \underline{\text{Daily Hours (maximum 6.0)}} \\ \text{6.0}$$

- L19.05 Occasional Literacy Instructors shall be paid at Year 0 of the salary grid.
- L19.06 Full-time Instructors as defined in Article 3.07 who work other than 30 hours per week shall be paid an hourly rate calculated as follows:
- Per Diem Salary (Article 19.01)  
6.0
- L19.07 An Instructor shall be paid their regular daily salary or fraction thereof (maximum six (6) hours) when attending approved professional activity days.
- L19.08 a) All permanent Instructors will be paid according to the Board's bi-weekly pay schedule for regular employees.
- b) All permanent Instructors shall submit time sheets for casual work.

### **Pay Equity**

- L19.09 The parties agree that full compliance with Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates as outlined in Appendix A (and as adjusted from time to time) reflect full compliance. The Union agrees that all adjustments necessary were paid to Instructors on the effective date of January 1, 1990 and all proportional value adjustments were paid thereafter.

Once each year (in January) the Parties shall meet and review the plan to ensure the plan continues to remain compliant in accordance with Section 7 of the Pay Equity Act. At this meeting the Employer will provide OSSTF with any relevant information with respect to salary, benefits, and /or any other relevant compensation material for the comparator group(s).

### **L20      VACATION**

#### **Literacy Instructors**

- L20.01 All regular full-time and part-time Literacy Instructors shall earn vacation credits at the following rates:
- (a) one and one quarter (1 1/4) days per month during the first four years of continuous service (12 months ' 15 days)
  - (b) one and two thirds (1 2/3) days per month after four years of continuous service (12 months ' 20 days)
  - (c) two and one twelfth (2 1/12) days per month after thirteen years of continuous service (12 months ' 25 days)
  - (d) two and one half (2 1/2 ) days per month after twenty years of continuous service (12 months ' 30 days), effective January 1, 1992.

In accordance with the Employment Standards Act, Literacy Instructors employed on an occasional or casual basis shall be paid vacation pay at 4% of base rate for those employed for fewer than 5 years and 6% of base rate for those employed 5 years or more.

- L20.02 Days of vacation credit shall be accumulated in the proportion that the number of hours worked per day bears to 6.0 hours for fractional or part-time assignments.
- L20.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- L20.04 Vacation shall be granted on the basis of seniority within departments.
- L20.05 An Instructor is entitled to vacation credits under Article 20.01 in respect of a month or part thereof in which they are at work, or on leave with pay, or on pregnancy/short term parental leave.
- L20.06 An Instructor is not entitled to vacation credits under Article 20.01 in respect of a whole month in which they are absent from duty for any reason other than paid vacation or leave of absence with pay.
- L20.07 An Instructor shall be credited with their vacation for a school year at the commencement of each school year.
- L20.08 In the event that the Literacy Program is extended through July and August, the parties agree to meet and negotiate provisions for the scheduling of vacation time. Further, in the event that Literacy Instructors are scheduled to work during July and August, the vacation credits earned may be banked or paid out with the last scheduled salary payment for this work period.
- L20.09 On commencing employment, an Instructor shall be credited with pro-rated vacation for the balance of the school year, but shall not be permitted to take vacation until they have completed six (6) months of employment, except for Instructors covered under Article 20.15
- L20.10 Where an Instructor leaves the Board's employ prior to the completion of six (6) months of employment, they are entitled to vacation pay at the rate of four (4%) per cent of the salary paid during the period of employment.
- L20.11 An Instructor who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date they cease to be an Instructor and any salary payments paid for unearned vacation used up to that time shall be recovered by the employer from any monies owing the Instructor.
- L20.12 Where a Literacy Instructor has completed twenty-five (25) years of service, there shall be added on that occasion only, five days of vacation to their accumulated vacation entitlement.
- L20.13 In the calendar year in which an Instructor retires and provided they work until August 31 of that year (June 30 for 10 month Instructors) they shall receive full vacation rates calculated as though they had worked the full calendar year.
- L20.14 Instructors who normally work less than 12 months per year shall have their actual vacation entitlements prorated. For the purposes of progressing through the vacation schedule in 20.01, ten month Instructors shall be credited with twelve months service.
- L20.15 The Union agrees that Literacy Instructors shall not take vacation on any instructional days during the school year. Literacy Instructors who normally do not work during the Christmas Break and the Winter Break will be required to take part or all of their vacation entitlement during the Christmas and Mid-Winter Breaks with any remaining days to be taken immediately prior to their summer lay-off. The Instructor shall have vacation credits remaining

paid out on the first pay in May. It is understood that once vacation credits are paid out in May, further vacation will not be approved until the following school year.

### **ESL Instructors**

- L20.16 ESL Instructors shall be paid vacation pay at the following rates:
- a) 4% x pay equity base rate for each day worked during the first year of continuous service;
  - b) 6% x pay equity base rate for each day worked after one (one) year of continuous service;
  - c) 8% x pay equity base rate for each day worked after four (4) years of continuous service;
  - d) 10% x pay equity base rate for each day worked after thirteen (13) years of continuous service;
  - e) 12% x pay equity base rate for each day worked after twenty (20) years of continuous service.
- L20.17 For the purpose of progressing through the vacation schedule in 20.16, ten month Instructors shall be credited with twelve months' service.

### **L21 BENEFITS**

- L21.01 a) Each Literacy Instructor shall have the option of receiving \$8.00 per day in lieu of insured benefits or choosing the Semi-Private Health Care, Extended Health Care, Dental Plan, Vision Plan, and Group Life Insurance, subject to the provisions outlined in Appendix C of the Community Education Instructors' collective agreement.
- a) With the implementation of ELHT, 21.01 a) no longer applies.
  - c) For those who have been grandfathered and have not chosen to access the ELHT, the Daily Rate for ESL Instructors includes payment in lieu of insured benefits
  - d) Refer to the MOA: Access to provincial Benefits Plan for more information
- L21.02 Benefits shall be maintained in full during the summer layoff period for 10 month Instructors, with the Board continuing to pay its share of premium costs.
- L21.03 Instructors who are on Pregnancy Leave, Short Term Parental Leave, Short Term Sick Leave are entitled to receive full benefits, with the Board continuing to pay its share of premium costs, during such leaves.
- L21.04 Instructors who fall into any of the following categories have the option to extend their benefits subject to the terms and conditions in the Articles listed below.
- i) On Sick Leave and benefits have been exhausted Article 25.05
  - ii) On a Leave of Absence Without Pay Article 27.07
  - iii) On an extended Pregnancy/Parental Leave Article 23.6.5
  - iv) On Lay Off Article 18.03

- L21.05 As authorized by the individual Instructor, the Board will deduct from the Instructor's pay the full premium for the Long Term Disability Group Insurance Plan available through OTIP and as selected by the Instructor.

## **L22 LEAVES OF ABSENCE - WITH PAY**

### **All Instructors**

- L22.01 a) The Board shall permit an Instructor (or Instructors) designated by the Federation to be released from normal duties as an Instructor for conducting Federation business to a maximum of 20 worked days per year. Such leaves shall be with regular pay (prorated to Instructor's regular time), benefits and accumulation of credits for seniority, experience and vacation as would otherwise be earned by the Instructor. Reimbursement for such leaves shall be as follows:
- i) For meetings called by the Board during a Federation Instructor's scheduled work hours, the cost of replacing the Instructor will be the Board's responsibility. This includes Board/Federation meetings referenced in Article 9.01.
  - ii) For release time required to attend to Union business and/or to attend meetings or conferences arranged by the Federation, the cost of replacing the Instructor will be the Federation's responsibility.
- b) At the request of the Federation, the Board shall permit up to one (1) Instructors (or equivalent), designated by the Federation, to act as Instructors on Federation leave. The Instructors shall be released from their professional duties on a full-time or part-time basis, without loss of salary, Instructor benefits (including applicable pension contributions), and seniority. In all respects, the CEI Instructor will remain full-time (or part-time if applicable) with the Board. The Federation shall reimburse the Board for the cost of salaries and benefits of the Instructors taking the Federation Leave.

The costs to the Board associated with the Federation release shall be the total costs (salary + benefits) associated with the CEI Instructor who replaces the Instructor on Federation Leave.

Each Instructor on Federation Leave shall receive the salary (including allowances) and benefits that they would normally receive if they had not gone on leave.

### **Personal Leave & Family Leave**

- L22.02 According to Central agreement (Letter of Agreement #9), there will be a maximum each school year of 5 days combined for Personal and Family Leave. Personal and Family leaves cannot be accumulated.
- L22.03 Personal leave with pay, may be granted for reasons which are unavoidable or extraordinary. Such leave shall be granted at the discretion of the Principal /Vice Principal or Supervisor of the Limestone Community Education, in consultation with the Board's designated supervisory officer.
- L22.04 Family leave, with pay may be granted in the case of a family emergency, or the serious illness of a family member. Such leave may be granted at the discretion of the Principal /Vice Principal or Supervisor of the Limestone Community Education in consultation with the Board's designated supervisory officer.

## **Parenting Leave**

L22.05 Parenting Leave with pay, to a total of five (5) days per year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Superintendent of Human Resources or designate and shall not be deducted from sick leave. It is understood that Instructors who take pregnancy leave are not eligible for this leave.

## **Bereavement Leave**

L22.06 a) An Instructor shall be allowed up to ten (10) days leave of absence with pay in the event of the death of their spouse, son or daughter and five (5) days' leave of absence with pay in the event of the death of their mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian, aunt, uncle, niece or nephew. This leave is not available to Instructors on days outside of the regular work year as defined by the Board.

b) An Instructor shall be allowed up to two (2) days leave of absence with pay in the event of the death and to attend the funeral of a close personal friend. This leave is not available to Instructors on days outside of the regular work year as defined by the Board.

## **Jury Duty**

L22.07 Leave of absence without loss of seniority shall be granted to an Instructor who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such an Instructor the Instructor's regular salary provided the Instructor presents proof of service to the Board. The Instructor shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the Instructor receives as a juror or as a witness. Such leave is not deducted from accumulated sick leave.

## **Quarantine**

L22.08 Leave with pay shall be granted, subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of their duties an Instructor is quarantined or otherwise prevented by the medical health authorities from attending to their duties.

## **Temporary School Closure**

L22.09 When a school/job location is closed due to climatic or catastrophic conditions, an Instructor shall be paid for the equivalent of the assigned day(s) or fraction thereof.

## **Severe Weather**

L22.10 In the event of extremely severe weather (i.e. cancellation of bus transportation), or if a public road is not plowed for the day, the Instructor, after consultation with the site administrator, may be directed to report to an alternate site, or report late to their work location when road conditions permit. There shall be no loss of pay for the Instructor. The leave is not deducted from accumulated sick leave.

**L23 PREGNANCY AND PARENTAL LEAVE**

**L23.01 Pregnancy Leave**

The terms of this leave were changed with the implementation of the Central Agreement.

L23.1.1 “Pregnancy Leave” means leave taken for purposes related to giving birth and/or recovering therefrom.

“Casual Instructor” means, an Instructor who is not regularly scheduled to work

“Term Assignment” means, in relation to an Instructor,

- 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

Casual Instructors are not entitled to pregnancy leave benefits.

L23.1.2 All requests for pregnancy leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by a note from an authorized medical professional that provides the estimated due date.

L23.1.3.1 The Board shall provide for regular and long-term occasional Instructors and Instructors hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits.

L23.1.3.2 The Instructor who is eligible for such leave shall receive 100% of salary for not less than six (6) weeks of pregnancy leave less any amount received under the Employment Insurance Act during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). NOTE: The provisions of this clause have been amended from the terms of the Central Agreement with the consent of all parties to reflect the additional "top up" provided in Article L23.1.4 below.

L23.1.4 For the remaining eleven (11) weeks of the seventeen (17) week pregnancy leave period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the Instructor’s weekly employment insurance benefits and sixty (60%) of the regular weekly teaching rate, calculated as

For ESL Weekly Salary =  $\frac{\text{Daily Rate} \times \# \text{ hours worked per week}}{6}$

For Literacy Weekly Salary =  $\frac{\text{Biweekly pay (as per Article 19.06)}}{2}$

It is agreed that the one week waiting period, if applicable, is included in this 11-week period.

L23.1.5 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- L23.1.6 The Instructor 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.
- L23.1.7 Instructors not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- L23.1.8 For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- L23.1.9 Instructors hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L23.1.2 above, with the length of the SEB benefit limited by the term of the assignment.
- L23.1.10 Instructors on daily casual occasional assignments are not entitled to pregnancy leave benefits.
- L23.1.11 If an Instructor begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L23.1.12 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L23.1.13 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.
- L23.1.14 Notwithstanding L23.1.8 and L23.1.13, eligible regular Instructors shall receive the pregnancy leave benefits herein for the entire eight (8) week or seventeen (17) week period, as eligible, throughout the course of the entire calendar year regardless of whether the Instructor would otherwise be required to work during the eight (8) / seventeen (17) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Instructor in accordance with the Board's payroll procedure.

**L23.2 Sick Leave**

- L23.2.1 Instructors who require longer than an eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- L23.2.2 Article L23.2.1 does not limit an Instructor's entitlement to medically supported sick leave prior to the commencement of Pregnancy Leave.

**L23.3 Parental Leave**

- L23.3.1 All requests for parental leave by those other than the birth mother must be submitted in writing to the Superintendent of Human Resources, or designate, at least two (2) weeks in advance, where possible, and include the anticipated start and end date for the leave. Requests must be accompanied by documentation supporting proof of birth.

Parental leave shall be granted to a regular Instructor as follows:

- a) Parental leave shall be for up to sixty-one (61) weeks if the Instructor has also taken a pregnancy leave or up to sixty-three (63) weeks if the Instructor has not taken pregnancy leave.
- b) The parental leave of an Instructor who has taken pregnancy leave shall begin immediately when the pregnancy leave ends.
- c) Parental leave may begin no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- d) Instructor who wishes to end parental leave earlier than expected may do so if the Instructor provides Human Resources with at least four (4) weeks written notice before the desired date of return.

L23.3.2 In the case of Parental Leave, a regular Instructor shall receive one weeks' payment equivalent to sixty (60%) percent of the weekly teaching wage during the defined waiting period, if applicable, followed by up to sixteen (16) weeks payment equivalent to the difference between the weekly rate of Employment Insurance benefits and sixty (60%) percent of the weekly teaching rate, calculated as

For ESL Weekly Salary =  $\frac{\text{Daily Rate} \times \# \text{ hours worked per week}}{6}$

For Literacy Weekly Salary = Biweekly pay (as per Article 19.06 )

L23.3.3 Instructors disentitled or disqualified from receiving E.I. parental leave benefits are ineligible for SEB top up provisions.

#### **L23.4 Adoption Leave**

L23.4.1 An Instructor who intends to adopt shall advise the Board as soon as possible, including the anticipated date that they will assume guardianship of the child. The Board recognizes that in some cases, the Instructor may need to commence leave immediately when the child becomes available.

L23.4.2 All requests for adoption leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by supporting proof of adoption.

L23.4.3 Parental leave shall be available to an Instructor who adopts a child, in accordance with Articles L23.3.1 and L23.3.2.

L23.4.4 Leave shall be available to an Instructor should their presence be required in the home for pre-adoptive purposes.

#### **L23.5 Provisions Applicable to Both Pregnancy and Parental Leave**

L23.5.1 An Instructor on Pregnancy and/or Parental Leave shall continue to be entitled to the following:

- a) Accumulation of credit for experience, sick leave, and seniority;

- b) The Board will continue its share of the applicable benefit premiums subscribed to by the Instructor prior to the commencement of the leave provided the Instructor pays for their share of the applicable benefit premiums;
- c) Where an Instructor becomes eligible for an annual increment during the period of pregnancy/parental leave, SEB top-up payments shall be adjusted accordingly; and,
- d) An Instructor on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article L14.

**L23.6 Extension & Return from Leave**

- L23.6.1 Further to the provision in the Ontario Employment Standards Act, as amended, the Instructor may take extended pregnancy/parental leave, which shall not be longer than two years inclusive of the leave taken in this Article. Seniority shall accumulate for the period of the extended leave.
- L23.6.2 The Board shall be given two weeks' notice of the day upon which the Instructor intends to commence the extended leave of absence. Such notice shall be given unless there are reasons that are unavoidable or extraordinary.
- L23.6.3 The Instructor shall confirm their intention to return or not return from the Extended Parental Leave by notifying the Board in writing not later than 1 April for September of the following school year and 15 November for the second semester of the same school year.
- L23.6.4 After the completion of this extended pregnancy/parental leave, the Board shall place that Instructor in the Instructor's former worksite, subject to the staffing procedures in Article L14 of this agreement.
- L23.6.5 Instructors on Extended Pregnancy/Parental Leave may retain membership in the Board's benefit plans as subscribed to by the Instructor prior to commencing the leave provided the Instructor pays monthly the applicable benefit premiums associated with continuing coverage and subject to the provisions of the insurance carriers.
- L23.6.6 All leaves granted under Article L23 shall be based on the Instructor's full-time entitlement and shall be continuous in nature.

**L24 FAMILY MEDICAL LEAVE**

- L24.01 Family Medical leave shall be granted in accordance with the Employment Standards Act as amended. (Please refer to C11.1).
- L24.02 A request for Family Medical Leave shall be made in writing through the Principal /Vice Principal or Supervisor of the Limestone School of Community Education and Superintendent of Human Resources. The request shall also include the dates on which the Instructor intends to leave and return to active employment.

The Instructor will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.

L24.03 The Employer will provide a Supplemental Unemployment Benefit plan for:

- a) The two (2) week waiting period during which time the Instructor will receive payments equivalent to 60% of salary and allowances that would have been received had the Instructor not been on leave; and
- b) up to six (6) additional weeks' payment equivalent to the difference between the Employment Insurance Benefits the Instructor is eligible to receive and 60% of the salary and allowance that would have been received had the Instructor not been on leave.
- c) Instructors disentitled or disqualified from receiving E.I. benefits are ineligible for SUB.
- d) The Instructor must provide the Board with the proof that they are receiving E.I. benefits before SUB is payable.
- e) Instructors do not have a right to SUB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- f) No supplemental benefit will be paid under this plan for a week which falls outside the Instructor's normal work year.

**L25      SICK LEAVE (Effective July 1, 1997)**

L25.01 (a) Sick leave means the period of time an Instructor is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Safety Insurance Board Act. A deduction shall be made from sick leave of all normal working days (exclusive of holidays Christmas Break, March Break, and Summer Break periods where applicable) absent for sick leave as defined herein.

(b) Absence on account of illness for less than half a work day shall not be deducted. Absence for half a work day or more, but less than a full work day, shall be deducted as one-half (1/2) day. However, the parties agree that where an Instructor is participating in a return to work arrangement, their hours not worked shall be deducted from their sick leave by the hour. Should the Instructor's sick leave be exhausted, hours not worked shall be without pay.

L25.02 a) All regular full-time Instructors and part-time Instructors on continuous employment longer than three (3) months, shall be eligible for benefits. For the purposes of clarity, the probationary period for a newly hired Instructor in a regular position is counted as part of this initial 3 month waiting period for eligibility of benefits.

b) 25.02 a) above does not apply following the implementation of ELHT.

c) Payment for days of sick leave shall be prorated in accordance with Article 19.04 of the collective agreement for fractions or part-time assignments.

L25.03 Any absence of three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual leave which is to be charged as sick leave, must be supported by a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, stating that the Instructor was unable to perform their duties and indicating the probable duration of illness.

L25.04 In all cases of prolonged illness, a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying to the illness of the Instructor, may be required monthly before any payment for short term sick leave is made.

The Employer may, at any time, request an Instructor to submit a certificate of health signed by an appropriate licensed medical practitioner, approved and paid for by the Employer.

L25.05 When an Instructor has exhausted benefits under the Short-Term Sick Leave Plan, they will cease to receive any salary payments and they shall cease to be entitled to any insured benefits and shall be removed from the Group Life Insurance Plan. The Group Life Insurance Plan may be continued if the Instructor is entitled to a disability waiver of premiums under the terms of the Group Life Insurance Policy. The Instructor shall receive any vacation pay due him/her at the time they cease to receive any salary payments.

The Board agrees that an Instructor affected by 25.08 may continue to carry over insured benefits, i.e. Semi-Private Health Care. Extended Health Care (including Vision) and Dental Plan, through the Board at the Instructor's cost for a period up to six months provided they meet the following requirements:

- (a) They notify the Board immediately of their intention to carry the plans; and
- (b) They provide the Board with the money needed to cover the cost prior to the regular billing date.

L25.06 An Instructor, with seniority, who has been removed from payroll for a period not exceeding six (6) months because of an illness or injury, will be reinstated in their former position with no loss of seniority, provided that upon their return to work they provide an acceptable physical examination report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that they are physically capable of performing the duties of that position. An Instructor with seniority who has been removed from payroll for a period longer than six (6) months due to illness or injury may be re-employed under the following conditions:

- a) If the Instructor maintained a satisfactory record with the Employer prior to such illness or injury.
- b) If a vacancy exists for which the Instructor is reasonably qualified.
- c) If the Instructor provides an acceptable physical examination report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that they are physically capable of performing the full duties of that position.

An Instructor who has been unable to perform their duties due to illness or injury for a period exceeding two (2) consecutive years will not be considered for re-employment under this Article.

L25.07 Should the Employer be concerned that an Instructor is abusing their sick leave privileges, the Employer may notify the Instructor in writing of their concerns toward their sick leave record with a copy to the Bargaining Unit President and District President. Should the Employer be concerned that as a result of the above letter there has been no improvement or they are still not satisfied, then they may send the Instructor a letter requiring that to be eligible for future sick leave payment they must have a medical certificate signed by an appropriate licensed medical practitioner, approved and paid by the Employer.

## **WSIB**

L25.08 It is agreed that, when an Instructor is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:

- a) The Instructor shall receive benefits equivalent to 85% of their regular net pay
- b) there shall be no deduction of sick leave credits from the Instructor.

It is understood that Instructor benefits shall not be provided by the Board beyond the one year requirement as stipulated in Section 25 of the Workplace Safety & Insurance Act.

Instructors, whose WSIB claim extends beyond one year, who wish to maintain their Instructor benefits while in receipt of WSIB must remit to the Board the full cost of the monthly premiums.

**L26      X/Y LEAVE PLAN      (Self-Funded Leave)**

- L26.00 All provisions of the Self-funded Leave Plan shall comply with the Canadian Income Tax Act.
- L26.01 This plan is available to permanent Instructors who wish to take a leave of absence, with pay, by spreading “x” years salary over a “y” year period. “X” shall be less than “y” and “y” must not be less than three (3) years or exceed seven (7) years. The self-funded leave must be taken in the “y” year of the plan.
- L26.02 The Instructor shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effect on an Instructor’s pension provisions and income tax implications.
- L26.03 Applications shall be submitted to the Superintendent of Human Resources by April 1<sup>st</sup> to begin the program the following September.
- L26.04 The Union shall be notified of those applications that have been approved.
- L26.05 The granting of such a leave shall be governed by the following criteria:
  - a) the Instructor has been a continuous permanent Instructor with the Board for a period of at least two (2) years;
  - b) the Instructor is unlikely to be declared surplus during the term of the plan;
  - c) the Instructor must declare that, except in the case of unforeseen extenuating circumstances, they intend to serve the Board to the end of the completion of the plan;
  - d) the potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
  - e) such other criteria as considered by the Staff Review Committee to be appropriate in the individual circumstances.
- L26.06 All leaves recommended by the Staff Review committee shall be forwarded to the Board for their subsequent consideration. Denial by the Board shall not be considered a violation of this Agreement.
- L26.07 In the “y” years of the plan, the Instructor will be paid a fraction of their salary equal to x/y. The remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by the Board to help finance the year of the leave. Interest on the amount will be paid annually to the Instructor. The amount of salary withheld by the Board shall be deposited in a “trust account” for each individual at the time of regular salary payments; such “trust account” will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution’s regular “bonus” savings account.
- L26.08 A ledger reference of each individual Instructor’s contribution shall be maintained by the Board. A statement of each Instructor’s account will be issued at the end of each school year.

- L26.09 In the leave year (the “y” year) of the plan the Instructor shall receive an amount equal to the accumulated amount in the Instructor’s account as of the last banking day of the month at least one month preceding the month in which the leave commences.
- This amount shall be paid to the Instructor during the leave in equal installments.
- Any residual amount in the Instructor’s account shall be paid to the Instructor in the Instructor’s final pay of the leave period.
- L26.10 During all years that the individual Instructor is participating in the self-funded leave plan, all Instructor benefits, excepting Pension or O.M.E.R.S. shall be maintained according to the Collective Agreement at a level as if the Instructor was being paid at their normal regular salary.
- L26.11 The Instructor’s benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the Instructor was being paid at their normal regular salary.
- L26.12 On return from leave, an Instructor shall be assigned to a position similar to that held prior to going on leave. If such a position no longer exists, the placement of the Instructor shall be determined by applying the appropriate sections of the Collective Agreement. Notwithstanding the above, the Instructor may agree to accept an alternate placement, mutually agreed upon by the employer and the Instructor.
- L26.13 An Instructor participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year’s seniority.
- L26.14 Sick leave credits and vacation credits shall not accumulate during the year spent on leave.
- L26.15 Pension deductions are to be continued during all years that the Instructor is participating.
- L26.16 An Instructor may withdraw from the plan at any time prior to taking their leave of absence provided that they have applied to the Staff Review Committee for withdrawal. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the Instructor immediately upon notification of their desire to leave the plan.
- L26.17 Should an Instructor die while participating in the plan any balance in the Instructor’s account at the time of death shall be paid to the Instructor’s estate. Any amount due to the Board shall be an obligation of the Instructor’s estate and binding upon the Instructor’s heirs, executors or administrators.
- L26.18 All Instructors wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- L26.19 Income tax shall be deducted on the actual amounts received by the Instructor during each of the “y” years of the plan, subject to the income tax regulations in effect at that time.
- L26.20 During the self-funded leave year, the Instructor may engage in such plans of education and employment as they choose, except that they may not be employed as an Instructor of The Limestone District School Board.
- L26.21 The financial aspects of this Article shall be administered by the Superintendent of Business Services.

**L27**      **LEAVE OF ABSENCE - WITHOUT PAY**

- L27.01 a) Leave of absence without pay may be granted by the Board to all permanent Community Education Instructors, as defined in Article 3.05, for a period which shall normally not exceed one (1) year upon written request by the Instructor through the Principal/Vice-Principal or Supervisor of the Limestone Community Education to the Superintendent of Human Resources. All requests for leave without pay must state the requested start and end date of the leave.
- b) The Community Education Instructor may request a renewal of the leave for reasons relating to the Instructor's professional growth and/or employment within the Limestone District School Board so long as the total period of the leave including renewal(s) does not exceed two (2) years.
- L27.02 A Community Education Instructor requesting approval for a leave of absence will establish a definite return to work date. A subsequent request to return to work at an earlier date will require at least six (6) weeks' notice if possible before being considered. Notice must be given by April 1<sup>st</sup> where the requested return to work date is to be September. All requests must be sent to the Principal /Vice Principal or Supervisor with a copy to the Superintendent of Human Resources.
- L27.03 Application to commence or renew a leave of absence should be submitted, whenever possible, at least (two) 2 months in advance of the effective date.
- L27.04 Requests for leaves of absence and the Board's subsequent response shall be in writing with copies given to the Principal, Bargaining Unit President and the District President.
- L27.05 Time spent on leave of absence without pay shall not count as recognized experience for salary purposes.
- L27.06 While on leave of absence, a Community Education Instructor shall continue to accrue full seniority.
- L27.07 If a Community Education Instructor chooses to maintain their benefits through the Board during the leave period, the Instructor must:
- i) notify the Board prior to the commencement of the leave or renewal period of their intention to carry the benefit plans; and
- ii) provide the Board with the money needed to cover the cost prior to the regular billing date.
- L27.08 Upon return from leave, the Community Education Instructor shall be placed in the position held prior to the leave if it still exists, or in a comparable position if it does not, subject to Articles 14.
- L27.09 a) All Occasional Community Education Instructors on the Occasional Community Education Instructors' List may, with one (1) month's written notification, request to have their name voluntarily removed from the Occasional Instructors' List for a period up to and including one (1) school year. A request for such leave must be made to the Superintendent of Human Resources.
- b) The Board will grant the request.
- c) The Occasional Community Education Instructor's name shall, upon written notification from the Instructor, be returned to the next Occasional Instructors' List that is released. It is understood that this will not occur in instances where the Board has just cause not to do so (Article VIII).

**L28      CASUAL OCCASIONAL COMMUNITY EDUCATION INSTRUCTORS**

L28.01      A casual occasional instructor is an instructor who is hired:

- a) to replace an instructor who is absent for less than ten (10) consecutive working days, or
- b) as a term occasional Instructor to replace an Instructor who is absent for 10 (ten) or more consecutive working days and where the term of the absence does not exceed one year, or
- c) to provide temporary assistance above the normal complement. Such employment shall not exceed one year unless agreed to by the Board Federation committee.

Upon the expiry of the maximum term, if the Instructor on leave does not return to his or her former position and the position is to be continued, it will be advertised and filed as a permanent position in accordance with Article 15.

The parties agree that the Board will contact the District President of OSSTF from the 10<sup>th</sup> consecutive day of an Instructor's absence.

L28.02      The names of all casual occasional Community Education Instructors will be placed on casual occasional Community Education Instructor Lists (ESL & Literacy).

By October 31<sup>st</sup> or sooner if possible, the Board will prepare casual occasional Community Education Instructors' Lists (ESL & Literacy) containing the names, telephone numbers, and worksites that the Occasional Instructors are available for. Copies of the Occasional Lists (including any updated lists) will be sent to the Bargaining Unit President and District President.

L28.03      Retired or resigning permanent Instructors may be added to the casual occasional Community Education Instructor List at any time within one year of leaving employment.

L28.04      A casual occasional Community Education Instructor shall notify the Board, in writing, of any change of address, telephone number, or other particulars required by the Board to maintain the List in an up-to date manner.

L28.05      The Board shall canvass all casual occasional Community Education Instructors on the occasional lists by June 30<sup>th</sup> of each school year, with respect to their employment intentions for the following school year.

L28.06 (a) When it is determined by the Board that a replacement is necessary, the occasional work shall be distributed among all casual occasional Community Education Instructors on the list in a fair and equitable manner.

- (b) When it is determined by the Board that a replacement is necessary due to a partial day absence, priority shall be given to part-time Permanent Instructors within the building where the absence occurs.

When it is determined by the Board that a replacement is necessary, the occasional work shall be distributed among all casual occasional Community Education Instructors on the list in a fair and equitable manner.

L28.07      A casual occasional Community Education Instructor who obtains a regular position immediately after having completed an assignment or a series of assignments as an casual occasional Community Education Instructor, shall be credited for the time as an casual occasional Community Education Instructor for seniority and experience up to a maximum of one (1) year.

- L28.08 In the event of the early dismissal of students resulting from emergency conditions, a casual occasional Community Education Instructor shall be paid for the remainder of the assignment.
- L28.09 Should a P.A. day fall during a term assignment, the casual occasional Community Education Instructor shall attend and be paid for that day.
- L28.10 Occasional Literacy Instructors shall be paid at Year 0 of the salary grid.

APPENDIX "A"  
SALARY SCHEDULES Amended 15-Sep-20

**LITERACY INSTRUCTORS**

<u>EFFECTIVE</u>	<u>BASE RATE</u>	<u>PAID HOLIDAYS</u>	<u>BENEFITS</u>	<u>DAILY RATE</u>
<b>YEAR 0</b>				
September 1, 2011	\$241.12	\$12.46		\$253.58
September 1, 2016 1%	\$243.53	\$12.58		\$256.11
February 3, 2017 0.5%	\$244.75	\$12.64		\$257.39
September 1, 2017 1.5%	\$248.42	\$12.83		\$261.25
September 1, 2018 1%	\$250.90	\$12.96		\$263.86
February 1, 2019 1%	\$253.41	\$13.09		\$266.50
August 31, 2019 0.5%	\$254.68	\$13.16		\$267.84
September 1, 2019 1.0%	\$257.23	\$13.29		\$270.52
September 1, 2020 1.0%	\$259.80	\$13.42		\$273.22
September 1, 2021 1.0%	\$262.40	\$13.55		\$275.95
<b>YEAR 1</b>				
September 1, 2011	\$247.48	\$12.82		\$260.30
September 1, 2016 1%	\$249.95	\$12.95		\$262.90
February 3, 2017 0.5%	\$251.20	\$13.01		\$264.21
September 1, 2017 1.5%	\$254.97	\$13.21		\$268.18
September 1, 2018 1%	\$257.52	\$13.34		\$270.86
February 1, 2019 1%	\$260.10	\$13.47		\$273.57
August 31, 2019 0.5%	\$261.40	\$13.54		\$274.94
September 1, 2019 1.0%	\$264.01	\$13.68		\$277.69
September 1, 2020 1.0%	\$266.65	\$13.82		\$280.47
September 1, 2021 1.0%	\$269.32	\$13.96		\$283.28
<b>YEAR 2</b>				
September 1, 2011	\$253.84	\$13.15		\$266.99
September 1, 2016 1%	\$256.38	\$13.28		\$269.66
February 3, 2017 0.5%	\$257.66	\$13.35		\$271.01
September 1, 2017 1.5%	\$261.52	\$13.55		\$275.07
September 1, 2018 1%	\$264.14	\$13.69		\$277.83
February 1, 2019 1%	\$266.78	\$13.83		\$280.61
August 31, 2019 0.5%	\$268.11	\$13.90		\$282.01
September 1, 2019 1.0%	\$270.79	\$14.04		\$284.83
September 1, 2020 1.0%	\$273.50	\$14.18		\$287.68
September 1, 2021 1.0%	\$276.24	\$14.32		\$290.56

**ESL INSTRUCTORS**

September 1, 2011	\$219.70	\$12.43	\$18.03	\$250.16
September 1, 2016 1%	\$221.90	\$12.55	\$18.21	\$252.66
February 3, 2017 0.5%	\$223.01	\$12.61	\$18.30	\$253.92
September 1, 2017 1.5%	\$226.35	\$12.80	\$18.58	\$257.73
September 1, 2018 1%	\$228.62	\$12.93	\$18.76	\$260.31
February 1, 2019 1%	\$230.90	\$13.06	\$18.95	\$262.91
August 31, 2019 0.5%	\$232.06	\$13.13	\$19.03	\$264.22
September 1, 2019 1.0%	\$234.38	\$13.26	\$19.22	\$266.86
September 1, 2020 1.0%	\$236.72	\$13.39	\$19.42	\$269.53
September 1, 2021 1.0%	\$239.09	\$13.52	\$19.62	\$272.23

The parties agree that full compliance with Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates as outlined in Appendix A reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and all proportional value adjustments were paid thereafter.

APPENDIX B

PREGNANCY/PARENTAL ADOPTION LEAVE APPLICATION FORM
Community Education Instructors' Bargaining Unit

Date of Application:
NAME: TELEPHONE NO.:
HOME ADDRESS:
POSITION:
SIN # Year of Service with LDSB:
Date Leave to Commence: Date Leave to End:

IN CASE OF PREGNANCY: (where applicable)

Medical Certificate Included? YES NO
Expected Date of Delivery

IN CASE OF PARENTAL LEAVE: (where applicable)

1. The Applicant is the Natural Mother YES NO
2. The Applicant is Spouse of the Natural Mother YES NO
3. Is the Leave to be Shared? YES NO
If so, indicate split in weeks

IN CASE OF ADOPTION: (where applicable)

Is Proof of Receiving Child Included? YES NO

HAVE YOU APPLIED FOR E.I. BENEFITS? YES NO

TO BE COMPLETED BY THE BOARD

NORMAL WEEKLY EARNINGS: (26)
From all sources, before deductions Contract Salary x 5
181
BOARD SUPPLEMENTARY: 60% Weekly Teaching Wage
Minus\*
SUPPLEMENT: (32)
\*Weekly benefit of E.I.C.

I hereby agree to work and remain in the service of the Board for a period of at least four months after the date of return to work:

SIGNATURE:

It is the responsibility of the applicant to familiarize herself/himself with Article 23 of the Collective Agreement.
PLEASE FORWARD THIS FORM TO: Human Resources Services, L.D.S.B

**LETTER OF UNDERSTANDING  
BETWEEN  
LIMESTONE DISTRICT SCHOOL BOARD  
AND  
OSSTF, DISTRICT 27  
COMMUNITY EDUCATION INSTRUCTORS' BARGAINING UNIT**

It is agreed between the Parties that exclusively for the purpose of professional development through a Faculty of Education an Instructor who:

- 1) holds a valid teaching certificate
- 2) is offering a program of instruction where the content parallels regular day school programming
- 3) and subject to the professional judgement of the appropriate supervisory officer;

shall have the work done described as teaching experience.

ON BEHALF OF LIMESTONE DISTRICT  
SCHOOL BOARD

ON BEHALF OF OSSTF DISTRICT 27

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\_\_\_\_\_  
  
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Signed this \_\_\_\_ day of \_\_\_\_\_, 2009

**LETTER OF UNDERSTANDING  
BETWEEN  
LIMESTONE DISTRICT SCHOOL BOARD  
AND  
OSSTF, DISTRICT 27  
COMMUNITY EDUCATION INSTRUCTORS' BARGAINING UNIT**

This letter hereby confirms the Board's commitment to provide an evaluation of an Instructor' in class delivery of service where an Instructor has Teacher qualifications and is in the actual process of applying for a teaching position. This evaluation is initiated at the request of the Instructor. Depending upon availability, the evaluation may be conducted by either the Principal, Vice-Principal, or Assistant Vice-Principal of the Limestone Community Education.

It has been agreed to by the parties that the evaluation provided, as described above, will not in any way whatsoever circumvent or replace any component of the overall regular Performance Appraisal process of an Instructor.

ON BEHALF OF LIMESTONE DISTRICT  
SCHOOL BOARD

ON BEHALF OF OSSTF DISTRICT 27

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Signed this \_\_\_\_ day of \_\_\_\_\_, 2009

**LETTER OF UNDERSTANDING**

**BETWEEN**

**LIMESTONE DISTRICT SCHOOL BOARD  
AND**

**OSSTF, DISTRICT 27  
COMMUNITY EDUCATION INSTRUCTORS' BARGAINING UNIT**

**RE: Appendix 11: Continuing Education and International Languages Funding enhancements for peace and progress in education Memorandum 2008:B10 from Nancy Naylor and Dominic Giroux**

The following amounts are available for the Instructor Bargaining Unit to improve working conditions for education support workers delivering such programs as locally negotiated:

2009-2010 \$4,984.00  
2010-2011 \$5,119.00  
2011-2012 \$5,213.00

The enhancement funds shall be used to provide planning time for the Instructor Bargaining Unit in order to provide time for preparation of instructional plans and materials, meetings with colleagues in order to collaborate on best practices, personal professional development, meetings with the principal or designate and other such opportunities as will enhance the pedagogical practices of Instructors.

For clarity, the funds available each year shall be divided by the average daily rate (average salary of Literacy and ESL) for that current school year. The resulting number of days shall be distributed to the Bargaining Unit members on a pro-rated basis.

Example:

Sept. 2008 average daily rate of \$236.00 and available enhancement funds of 4,984.00 would result in 21 days of planning time for the Bargaining Unit.

The Parties shall meet in a Board-Federation meeting by June 2009 in order to finalize calculations regarding the number of planning days and the pro-ration of such to the applicable Bargaining Unit members.

It is understood that the planning time as outlined in article 21.07 is in addition to the above-noted planning time.

ON BEHALF OF LIMESTONE DISTRICT  
SCHOOL BOARD

ON BEHALF OF OSSTF DISTRICT 27

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Signed this \_\_\_\_ day of \_\_\_\_\_, 2009

**Letter of Understanding**  
BETWEEN  
**The Limestone District School Board**  
(hereinafter the Employer)  
and  
**Ontario Secondary School Teachers' Federation, District 27**  
**Community Education Instructors' Bargaining Unit**  
(hereinafter the Federation)

The parties agree to meet to discuss the scheduling of Instructors and to make possible recommendations for the 2016/17 school year by April 1, 2016. It is understood that the discussions will be tied to regular Board/Fed meeting(s) and will include representation of the Continuing Education management team.

This will confirm the agreement reached between the parties.

Signed this \_\_\_\_\_ day of January 2016

Agreed: \_\_\_\_\_ Agreed: \_\_\_\_\_  
OSSTF District 27 Limestone District School Board

Agreed: \_\_\_\_\_ Agreed: \_\_\_\_\_  
OSSTF District 27 Limestone District School Board

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**AND**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION, DISTRICT 27**  
**COMMUNITY EDUCATION INSTRUCTORS' BARGAINING UNIT**

**RE: Access to Provincial Benefits Plan**

The parties agree to the following provisions, without precedent and without prejudice, surrounding the access to the OSSTF Provincial Benefits Plan by the Instructors of OSSTF Limestone District 27 Instructors' Bargaining Unit:

**Literacy**

1. That the current Literacy and Basic Skills (LBS) Instructors have the option of taking the ELHT benefits or to be paid in lieu of benefits. Each of the LBS Instructors have chosen to take the benefits. They will no longer have the option of being paid in lieu of benefits.
2. That any new LBS Instructor hires will be included in the ELHT benefits plan unless they decline benefits, in which case they will not have access to being paid in lieu of benefits.

**ESL**

3. That, up to April 1, 2017, the current English as a Second Language (ESL) Instructors did not have access to Board-funded benefits and that the ESL Instructors have been paid in lieu of benefits.
4. The ESL Instructors' Bargaining Unit Executive decided on April 5, 2017 that their ESL Instructor Members will have access to benefits through the ELHT. This decision is understood to be binding on each ESL Instructor and that any future hires will be invited to join the benefits plan. These new hires will not have the option to be paid in lieu of benefits.
5. The Instructors' Bargaining Unit decision to access the ELHT Benefits impacts the current permanent ESL Instructors in the following ways.
  - 5.1 Only the current permanent ESL Instructors will have the option of accessing the ELHT Benefits or being paid a payment in lieu benefits. With each change in entitlement or life event, an ESL Instructor who has chosen payment in lieu will be able to opt into the benefit plan.
  - 5.2 Any current Permanent ESL Instructor who chooses to continue with a payment in lieu of benefits may have the option to access benefits, and therefore no longer be paid in lieu of benefits, in June for the subsequent school and benefits year.
  - 5.3 Once a current permanent Instructor opts into the benefits plan, they will no longer be paid in lieu of benefits, even if they opt out of the plan in the future.
6. When current ESL Instructor opts for pay-in-lieu instead of the ELHT Benefit plan, the Board will not report their name on Appendix H.

- 7, Occasional Literacy Instructors and Occasional ESL Instructors will continue to be paid in lieu of benefits unless the employee meets the criteria for benefits as described in Article C10 of Part A of this agreement and subsequently chooses to take the benefits instead of the pay in lieu.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Agreed: \_\_\_\_\_ Agreed: \_\_\_\_\_  
OSSTF District 27 Limestone District School Board

Agreed: \_\_\_\_\_ Agreed: \_\_\_\_\_  
OSSTF District 27 Limestone District School Board

IN WITNESS whereof The Limestone District School Board has hereunto affixed its corporate seal, attested by its proper officers in that behalf:

THE LIMESTONE DISTRICT SCHOOL BOARD



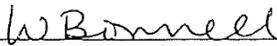
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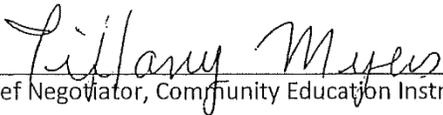
\_\_\_\_\_

IN WITNESS whereof the Ontario Secondary School Teachers' Federation has executed this Agreement attested by the signature of the authorized representative:

COMMUNITY EDUCATION INSTRUCTORS' BARGAINING UNIT, DISTRICT 27, OSSTF



\_\_\_\_\_  
President, Community Education Instructors' Bargaining Unit, District 27, OSSTF



\_\_\_\_\_  
Chief Negotiator, Community Education Instructors' Bargaining Unit, District 27, OSSTF

Signed this 3 day of June, 2021, at Kingston, Ontario

**LETTER OF UNDERSTANDING**  
Between  
**LIMESTONE DISTRICT SCHOOL BOARD**  
And  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
Representing  
**OSSTF, DISTRICT 27, COMMUNITY EDUCATION INSTRUCTORS'**

**Future Statutory Leave of Absence Provisions**

Where a statutory leave of absence is passed into law under the Employment Standards Act, 2000 S.O. 2000 after the signing of this agreement, it is understood that the Board will review the leave and determine its qualification for Supplemental Employment Benefits (SEB), in accordance with C11.0 Statutory Leaves of Absence/SEB.

It is further understood that the Board will consult with Union prior to making its determination above.

\_\_\_\_\_  
Limestone District Board

\_\_\_\_\_  
CEI, OSSTF District 27

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
Between  
**LIMESTONE DISTRICT SCHOOL BOARD**  
And  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
Representing  
**OSSTF, DISTRICT 27, COMMUNITY EDUCATION INSTRUCTORS'**

**Appendix H**

The Board agrees to provide the Bargaining Unit President and the District President with the FTE reported on Appendix H by November 15 and May 15 of each calendar year.

The Board agrees to discuss the numbers above and how they calculate the FTE at the Board/Fed meeting following the reporting dates above.

\_\_\_\_\_  
Limestone District Board

\_\_\_\_\_  
CEI, OSSTF District 27

\_\_\_\_\_  
Date