

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

September 1, 2022 – August 31, 2026



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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

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

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

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

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

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

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

Where such a dispute is filed:

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

- i. The Central Parties may, on mutual agreement, request the assistance of a mediator.

- ii. Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- iii. Timelines shall be suspended for the period of mediation.

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

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

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H- staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF ELHT in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the board's benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF/FEESO-EW. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF education workers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for OSSTF education workers at the school board.

C10.5 Benefits Committee

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

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB**C11.1 Family Medical Leave or Critical Illness Leave**

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

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

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

g) Administration

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

h) Pension Contributions While on Short-Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: EW LTD Sub-Committee

Whereas there are varying models of Long-Term Disability (LTD) Insurance for OSSTF/FEESO Education Workers among Ontario's publicly funded School Boards with various levels of coverage, premiums, and payors; And whereas the Parties wish to explore a provincial EW LTD plan that could result in efficiencies, the Parties agree:

1. Within thirty (30) days of a central agreement reached through ratification or arbitration award, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:
 - Up to two (2) selected by and representing the Crown;
 - Up to four (4) selected by and representing the CTA/CAE; and
 - Up to six (6) selected by and representing OSSTF/FEESO.
2. The sub-committee shall meet, on a without prejudice basis, to examine the feasibility of establishing an EW LTD insurance plan for OSSTF/FEESO Education Workers, with the goal of establishing efficiencies for the premium payors. The mandate of the committee is to establish if there are potential provincial EW LTD level plan(s) that would establish efficiencies for the premium payors as compared to the current individual plans. The subcommittee will also consider impacts of any changes on existing plans. The EW LTD Sub-Committee shall make a recommendation, by consensus, back to the Central Labour Relations Committee.
3. Any Party to the sub-committee may invite outside experts such as Eckler, OTIP, Manulife or others to provide support to the sub-committee.
4. Starting in the 2024-2025 school year, the sub-committee shall meet at least three (3) times per year during this collective agreement unless by mutual agreement.

5. The sub-committee shall make its recommendations to the Central Labour Relations Committee, no later than August 31, 2026.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

Indigenous employees may use existing short term paid leave:

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Diverse and Inclusive Workforce Committee

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Central Items That Modify Local Terms

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

1. Pregnancy SEB Language:

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

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY
LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short-Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross

pay.

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

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

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

regular gross pay;

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

4. Retirement Gratuities

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

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

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

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

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

5. Long Term Disability (LTD)

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

PART B
TERMS NEGOTIATED LOCALLY
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 10th 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, 2022 and shall continue in full force up to and including August 31, 2026, 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.

The Board agrees to allocate up to one (1) hour during each Board scheduled new staff orientation session so that the Federation can provide an orientation to Union members. The Employer will give the Federation sufficient notice of each such orientation session so that the Union can arrange for a representative to deliver the Union orientation session. Every effort will be made to consult the CEI President in advance for their availability in planning the orientation session. The CEI president will be provided with as much notice as possible for the date scheduled for the orientation session.

- 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 30th, February 28th and August 15th 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 15th with a copy of the assignments forwarded to the Bargaining Unit President and District President.
- i) Timelines can be extended by mutual agreement
- 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 1st.

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.

- L16.09 a) Requests from employees for professional development shall be submitted to their immediate supervisor for approval, prior to registration.
- b) The amount to be reimbursed with respect to the cost of registration and course material where approved, shall be determined by the Supervisor, who will take into consideration whether or not the professional development opportunity is required by the Employer, and whether the specific professional development opportunity will enable the employee to better qualify themselves to perform their current job or to pursue enhanced career opportunities within the Board.
- c) Reimbursements for course registration and material as per 16.10 above will be made by the Board upon approval by the Supervisor and upon proof of payment for the course.

Planning Days

- L16.10 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 School of Community Education (LSCE) and/or designate in consultation with the site Instructor(s). The Board agrees to make every effort to schedule planning time outside of PA days. Prior to any decision being made to place a planning day or portion thereof on a PA day, the Board shall consult with the Federation in advance.

Temporary School Closure

- L16.11 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

- L16.12 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

- L16.13 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

- L16.14 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.

L16.15 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 10th 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
- a) 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.
 - b) Instructors who are laid off shall have the option of:
 - i) being placed on the Occasional Instructor's list;
 - or
 - ii) taking a leave of absence without pay for up to one (1) year in accordance with Article 27.
- 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. It is understood that a right to refuse is only counted where the F.T.E. of the position offered is at least greater than or equal to the F.T.E of the position that the employee was laid off from.
- 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:
- $$\frac{\text{Per Diem Salary (Article 19.01)} \times \text{Daily Hours (maximum 6.0)}}{6.0}$$
- 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:
- $$\frac{\text{Per Diem Salary (Article 19.01)}}{6.0}$$
- 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 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.

It is understood that Indigenous employees may use existing Personal Leave:

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

- 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 (includes both married and unmarried couples) child, stepchild, foster child, and five (5) days leave of absence with pay in the event of the death of their parent, sibling, partner's parent, partner's child, partner's sibling, grandparent, grandchild, ward or guardian, parent's siblings, sibling's children, step-parent/guardian or foster parent. 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 = $\frac{\text{Daily Rate}}{6} \times \# \text{ hours worked per week}$

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.

Return to Work

L25.09 The Employer agrees that the Federation will be consulted with respect to any return-to-work plans in relation to members returning on modified work or accommodation arrangement and that such participation will be from the initial stages through to the conclusion. An employee has the right to union representation at any meeting where a return-to-work/accommodation program is being discussed. The Employer will inform the employee of their right to Union Representation.

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 1st 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 including employment within the Limestone District School Board and leave for Federal, Provincial and Municipal Elections, so long as the total period of the leave including renewal(s) normally does not exceed two (2) years.
 - c) It is understood that requests for leave of absence without pay for Federal, Provincial and Municipal Elections includes requests to seek nomination and to be a candidate.
 - d) Notwithstanding the aforementioned, an Instructor who has been elected to Federal, Provincial or Municipal office, shall not be approved for leave without pay beyond two terms in office.
- L27.02 A Community Education Instructor requesting approval for a leave of absence without pay 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 1st 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 without pay should be submitted, whenever possible, at least (two) 2 months in advance of the effective date.
- L27.04 Requests for leaves of absence without pay 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 without pay, 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 10th 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 31st 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 30th 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 term 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" Community Education Instructors, OSSTF District 27

September 1, 2021 to September 1, 2025 Grids

Classification	Grid Step	Effective Date	Base Rate	Paid Holidays - Note 1	Benefits - Note 1	Daily Rate
Literacy Instructors	Year 0	Wednesday, September 1, 2021	262.40	13.55	-	275.95
Literacy Instructors	Year 0	Wednesday, September 1, 2021	273.56	14.14		287.70
Literacy Instructors	Year 0	Thursday, September 1, 2022	279.56	14.45		294.01
Literacy Instructors	Year 0	Friday, September 1, 2023	285.56	14.76		300.32
Literacy Instructors	Year 0	Sunday, September 1, 2024	291.56	15.07		306.63
Literacy Instructors	Year 0	Monday, September 1, 2025	297.56	15.38		312.94
			-	-		
Literacy Instructors	Year 1	Wednesday, September 1, 2021	269.32	13.96	-	283.28
Literacy Instructors	Year 1	Wednesday, September 1, 2021	280.77	14.51		295.28
Literacy Instructors	Year 1	Thursday, September 1, 2022	286.77	14.82		301.59
Literacy Instructors	Year 1	Friday, September 1, 2023	292.77	15.13		307.90
Literacy Instructors	Year 1	Sunday, September 1, 2024	298.77	15.44		314.21
Literacy Instructors	Year 1	Monday, September 1, 2025	304.77	15.75		320.52
Literacy Instructors	Year 2	Wednesday, September 1, 2021	276.24	14.28	-	290.52
Literacy Instructors	Year 2	Wednesday, September 1, 2021	287.98	14.88		302.86
Literacy Instructors	Year 2	Thursday, September 1, 2022	293.98	15.19		309.17
Literacy Instructors	Year 2	Friday, September 1, 2023	299.98	15.50		315.48
Literacy Instructors	Year 2	Sunday, September 1, 2024	305.98	15.81		321.79
Literacy Instructors	Year 2	Monday, September 1, 2025	311.98	16.12		328.10
ESL Instructors	Year 2	Wednesday, September 1, 2021	239.09	13.52	19.62	272.23
ESL Instructors	Year 2	Wednesday, September 1, 2021	249.26	14.08	20.47	283.81
ESL Instructors	Year 2	Thursday, September 1, 2022	255.26	14.42	20.96	290.64
ESL Instructors	Year 2	Friday, September 1, 2023	261.26	14.76	21.46	297.48
ESL Instructors	Year 2	Sunday, September 1, 2024	267.26	15.10	21.95	304.31
ESL Instructors	Year 2	Monday, September 1, 2025	273.26	15.44	22.44	311.14

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

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

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

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 it corporate seal, attested by its proper officers in that behalf:

THE LIMESTONE DISTRICT SCHOOL BOARD

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 _____ day of _____, 2024, 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