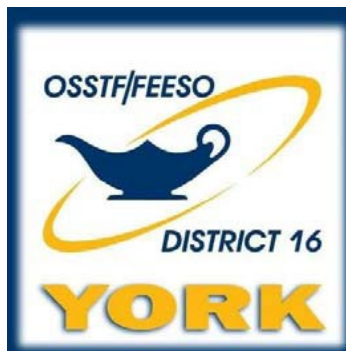


Collective Agreement
between the
York Region District School Board
- and the –
Ontario Secondary School Teachers' Federation
Professional Student Services Personnel
District 16



September 1, 2022 to August 31, 2026

Available online at: <https://bww.yrdsb.ca/boarddocs/Pages/CollectiveAgreements.aspx>

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

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

Where such a dispute is filed:

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

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

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

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

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

C10.5 Benefits Committee

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

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

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

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C12.00 SICK LEAVE

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

a) **Sick Leave Benefit Plan**

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

b) **Sick Leave Days**

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

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

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

d) **Eligibility and Allocation**

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

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

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

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

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

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

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

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

f) Sick Leave and STLDL 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 STLDL 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/STLDL 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 STLDL 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 STLDL.
- 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 STLDL 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

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

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

PHYSICAL (if applicable)

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

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 Team 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 LA – GENERAL

LA.1.0 GENERAL PURPOSE OF THE AGREEMENT

LA.1.1 It is the general purpose of this agreement to establish mutually satisfactory relations between the Employer and Members as it relates to:

Compensation and benefits;

Identified working conditions;

Providing procedures for the prompt and equitable disposition of local grievances without any interference with the operation of the Employer and its schools.

This agreement constitutes the entirety of the agreement between the parties.

Notwithstanding, mid-term amendments agreed to by the parties will be considered part of this collective agreement.

LA.2.0 EFFECTIVE PERIOD

LA.2.1 The terms of this agreement shall be in effect from September 1, 2022 and shall continue in force up to and including August 31, 2026. This agreement shall continue thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate this agreement in accordance with the School Board Collective Bargaining Act and applicable sections of the Ontario Labour Relations Act.

LA.2.2 Notwithstanding the period of notice cited in LA2.1, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, of the desire to negotiate this Agreement, in accordance with the Ontario Labour Relations Act and the School Board Collective Bargaining Act.

LA.2.3 If either party gives notice of its desire to negotiate a renewal of the collective agreement, the parties shall meet within fifteen (15) days from the giving of notice, or within such further period as the parties agree upon, to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act and the School Board Collective Bargaining Act.

LA.2.4 If no new agreement is reached by September 1, 2026, this local agreement shall continue in effect in accordance with the provisions of the *Ontario Labour Relations Act, 1995, Section 86(1)* and the *School Board Collective Bargaining Act*.

LA.2.5 Amendments and/or revisions to this local agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

LA.3.0 RECOGNITION

LA.3.1 The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Employer as full time and part-time Permanent, Temporary, Term Professional Student Services Personnel, including but not limited to Occupational Therapists, Physiotherapists, Psychologists, Psycho-Educational Consultants, and Psychological Associates, School Social Workers, Speech-Language Pathologists, Audiologists, Work Experience and Transition Coordinators and Community and Partnership Developers, save and except supervisors, persons above the rank of Supervisor, students employed during the school vacation period, students employed for the purpose of a cooperative education program and any group of Employees for which a union already holds bargaining rights.

For the purposes of clarity, it is noted that the term "Supervisor" refers to those individuals who exercise managerial functions, or are employed in a confidential capacity within the meaning of Section 1(3) (b) of the Ontario Labour Relations Act.

LA.3.2 The Employer recognizes the negotiating team of the PSSP Bargaining Unit as the group authorized to negotiate locally on behalf of OSSTF.

LA.3.3 The Employer recognizes the right of the provincial Ontario Secondary School Teachers' Federation to represent the said PSSP Bargaining Unit and to negotiate locally on their behalf.

LA.3.4 Either party has the right to authorize legal counsel or an agent designate to represent/or negotiate on its behalf in all matters pertaining to the negotiation and administration of the Agreement.

LA.3.5 The Bargaining Unit will supply the Employer with the names of its officers as requested. Similarly, the Employer will supply the Bargaining Unit with a list of its Supervisory or other personnel with whom the Bargaining Unit may be required to transact business.

LA.3.6 The Employer recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Employer agrees that there shall be no discrimination or harassment based on any reasonable OSSTF business.

LA.3.7 The Employer recognizes its obligation to provide a secure environment to all Employees in accordance with the Employer's Caring and Safe Schools policy and related legislation.

LA.3.8 The Employer recognizes its obligation to provide a secure environment to all Members in accordance with the Employer's Violence Prevention and Intervention policy and procedures.

LA.4.0 DEFINITIONS

- LA.4.1 "Agreement" means this collective agreement.
- LA.4.2 "Bargaining Unit" means OSSTF, Professional Student Services Personnel Bargaining Unit.
- LA.4.3 "Director" means the Director of Education of the York Region District School Board.
- LA.4.4 "Employee" or "Member" means an Employee of the YRDSB within this Bargaining Unit.
- LA.4.5 "Employer" or "Board" means the York Region District School Board.
- LA.4.6 "OSSTF" means the Ontario Secondary School Teachers' Federation.
- LA.4.7 "School year" shall be as defined in the Education Act.

LA.5.0 MANAGEMENT RIGHTS

- LA.5.1 General Management Rights
- LA.5.1.1 Save and except to the extent specifically modified or limited by any provisions of this Agreement, the right and responsibility to manage the business of the Employer and its schools is vested solely and exclusively with the Employer and in accordance with the statutes and regulations of Ontario.
- LA.5.1.2 The Employer agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable, or discriminatory or that is inconsistent with the terms and provisions of this Agreement.
- LA.5.1.3 Subject to the provisions of this agreement Members and OSSTF recognize and accept that it is the sole and exclusive right and obligation of the Employer to manage the affairs of the Employer, including the right to:
- hire, transfer, and promote;
 - demote, suspend, discipline, or dismiss subject to the provisions of LB.5.1;
 - plan and control the programs of the Employer, the number of Members to be employed, the number of cases to be allocated to a program or Member, the assignment of Members, the hours of work, the school/work year and the holidays to be observed and other such responsibilities of the Employer and as are outlined in Acts and Regulations pertaining to education in the Province of Ontario
- LA.5.1.4 Where a meeting involving OSSTF PSSP staff concludes at the end of the working day, by request and subject to approval by the Employer and room availability, OSSTF PSSP may utilize the meeting space after the working day to meet with those staff for the purposes of holding a brief Union general information sharing meeting. The same also applies with respect to OSSTF PSSP wishing to meet prior to a morning meeting at the beginning of the working day.
- LA.5.1.5 The Employer will notify the Bargaining Unit President when a new job description is being created or the job description for a position referenced in Article LA.3.1 will be altered.

LA.6.0 MEMBERSHIP AND FEDERATION FEES

- LA.6.1 All present Employees shall remain members of OSSTF in good standing during the lifetime of this Agreement as a condition of employment, subject to them continuing to hold a position covered by the scope of this agreement. Employees hired subsequent to the ratification of this Agreement shall become Bargaining Unit members as of their first day of work, as a condition of employment, and shall remain Bargaining Unit members in good standing.
- LA.6.1.1 Notwithstanding LA.6.1, the Employer shall not be required to discharge any Employee to whom membership in OSSTF has been denied or terminated.
- LA.6.2 On each pay date on which a Member is paid, the Board shall deduct from each Member the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Employer.
- LA.6.2.1 The OSSTF dues deducted in Article LA.6.2 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, the Employee identification number, annual salary, and the amounts deducted.
- LA.6.2.2 The Employer also agrees to deduct the Bargaining Unit dues from its members on a semiannual basis or as otherwise mutually agreed and to forward these to Bargaining Unit.
- LA.6.2.3 Dues specified by the Bargaining Unit in Article LA.6.2.2 shall be deducted and remitted to the Secretary Treasurer, PSSP Bargaining Unit at 110 Pony Drive, Unit 6, Newmarket, Ontario, L3Y 7B6 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members and the amounts deducted.
- LA.6.2.4 Pursuant to LA.6.2 and LA.6.2.2. OSSTF and the Bargaining Unit must inform the Employer no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.
- LA.6.2.5 OSSTF and/or Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or Bargaining Unit.

LA.7.0 LETTERS OF UNDERSTANDING

- LA.7.1 All appended Letters of Understanding, unless otherwise specified, are incorporated and made part of the Agreement. The parties agree that the letter is removed from the Collective Agreement upon completion of the terms contained within.

LA.8.0 COPIES OF AGREEMENT

- LA.8.1 This Agreement will be posted electronically within sixty (60) days after it is signed.

PART LB LABOUR MANAGEMENT RELATIONSHIP

LB.1.0 NO STOPPAGE OF WORK

LB.1.1 The parties agree that there shall be no strikes or lockouts during the term of this Agreement. The terms “strike” and “lockout” shall be as defined in the current Ontario Labour Relations Act 1995 and in accordance with the School Boards Collective Bargaining Act.

LB.2.0 RELATIONSHIP

LB.2.1 The Employer acknowledges that grievors and/or officers of the Bargaining Unit may be required to leave their regular duties for the purpose of presenting grievances at meetings held with the Employer. Permission for such activities will not be unreasonably withheld and will be granted without loss of pay. OSSTF bargaining unit representatives will not absent themselves from their regular duties unreasonably to deal with grievances or any union matter.

LB.3.0 COMMUNICATIONS

LB.3.1 The Employer will provide the Union President with a quarterly electronic data report of membership information. Data fields will include:

Employee ID

First Name

Last Name

Home Address

Home Phone

Other Phone Number

Hire/Seniority Date

Work Location

Position

Employment Status

Termination

Name Changes

Retirements

Salary

FTE Status

- LB.3.2 The Bargaining Unit shall advise the Employer of the address for the purpose of sending proper notices and official communications.
- LB.3.3 All correspondence from the Bargaining Unit to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Bargaining Unit in writing of the person designated by the Employer and of any changes from time to time.
- LB.3.3.1 All correspondence from the Employer to the Bargaining Unit arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Bargaining Unit. The Bargaining Unit shall advise the Employer in writing of the person designated by the Bargaining Unit and of any changes from time to time.
- LB.3.4 The Board shall provide the Union with the names of any Member who was contracted to provide coverage in an OSSTF-PSSP position on a casual basis for less than twelve (12) consecutive days. This list shall be provided in November, March and June.

LB.4.0 LABOUR – MANAGEMENT CONSULTATIONS

- LB.4.1 The Employer and the Bargaining Unit shall establish and maintain a Labour - Management Committee. The Committee shall have as its members up to three (3) Employer representatives, including the Superintendent of Student Services, and up to three (3) members of the Bargaining Unit, including the Bargaining Unit President. No deduction from the regular pay of the Bargaining Unit members will be made for attendance at such meetings with the Employer held during the Employee's regular work hours.
- LB.4.2 The Labour Management Committee will be available to meet monthly for at least a two hour duration. Both parties may submit agenda items in advance of the meeting; however, when there are no agenda items, upon the mutual agreement of the parties, a scheduled meeting may be cancelled. The Committee shall determine a meeting schedule each year and may hold additional meetings with the mutual agreement of the parties.
- LB.4.3 The purpose of the committee shall be to discuss system issues of concern to either the Employer or the Bargaining Unit including but not limited to issues related to workload and professional development. Individual employee performance or matters that are the subject of a formal grievance under the Grievance Procedures of this Agreement shall not be discussed.

LB.5.0 JUST CAUSE

LB.5.1 No member shall be demoted, suspended, disciplined or dismissed without just cause.

LB.5.2 If the Board requires an Employee to meet with his/her supervisor in order to formally investigate the professional conduct of the Employee or in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the Member that they have the right to have an OSSTF representative present and inform the Bargaining Unit President that the meeting is to take place.

If the Employee elects to have OSSTF representation or if the Bargaining Unit President or designate elects to be present, no discussion of the issues will take place until the Bargaining Unit President or designate is present. Bargaining unit representation will attend in a timely fashion.

LB.5.3 For the purposes of just cause, a lower standard may be applied to probationary Members.

LB.6.0 LOCAL GRIEVANCE AND ARBITRATION PROCEDURE

- LB.6.1 The purpose of this Article is to establish a prompt and equitable procedure for the settlement of local grievances.
- LB.6.2 Definitions:
- LB.6.2.1 A "grievor" shall mean the Employer or Bargaining Unit acting on behalf of a member or a group of members when filing a grievance.
- LB.6.2.2 A "complaint" shall mean a difference in interpretation, application or alleged violation of this agreement.
- LB.6.2.3 A "grievance" shall mean a complaint specified on a written grievance form or a grievance initiated under the provisions of LB.6.10.
- LB.6.3 Members and the Bargaining Unit are required to follow the procedures laid down in these articles in respect of a grievance and/or arbitration and any member or group of members, as the case may be, who appeals directly to any Superintendent or trustee of the Employer shall thereby forfeit all rights under this article.
- LB.6.4 Time limits specified in the Grievance Procedure may be amended by mutual agreement in writing by the parties to the grievance. Where there is no mutual agreement, the timelines remain in effect and binding.
- LB.6.5 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.
- LB.6.5.1 The Employer and OSSTF agree that any step of the grievance procedure, with mutual consent of both parties, may be omitted from the process.
- LB.6.6 Parties to the grievance shall furnish one another with any pertinent information relevant to the grievance in a timely fashion. Notwithstanding the above, the parties reserve the right to present additional information at the Step 2 grievance meeting or at arbitration.
- LB.6.7 A Member who has a complaint shall discuss it with their immediate Supervisor. The Member can elect to be accompanied by the Bargaining Unit President or an officer of the Bargaining Unit. Such complaints shall be brought to the attention of the Supervisor within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the complaint having come or ought to have come to the attention of the member. The Supervisor shall respond verbally or in writing within five (5) instructional days of receiving the complaint. Under exceptional circumstances, where a member does not have an initial discussion with the Supervisor, a Bargaining Unit Representative may engage in informal discussions with a Human Resources Employee Relations Officer on the member's behalf.

LB.6.8 Step 1:

If any of the parties in LB.6.3 are dissatisfied with the answer to the complaint, the Employer or Bargaining Unit may refer such matter on a written grievance form to the Superintendent responsible for Human Resource Services or designate who shall answer the grievance in writing within ten (10) instructional days. The complaint shall constitute a formal grievance at Step 1, and shall be filed within ten (10) instructional days of receipt of the reply of the immediate Supervisor to the complaint. The grievance shall specify the article or articles and subsections of this agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the member and/or OSSTF.

Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Federation Representative, the Superintendent responsible for Human Resource Services or designate and the Supervisor and/or their designate.

LB.6.9 Step 2:

If no settlement is reached at Step 1, the member, representatives of the Bargaining Unit and of the Employer shall meet within fifteen (15) instructional days of receipt of the reply of the Superintendent responsible for Human Resource Services or designate to present the grievance to the grievance panel of two (2) Supervisory Officers appointed by the Superintendent responsible for Human Resource Services or alternative Supervisory Officer. If the grievance is not settled within ten (10) instructional days, it may be referred to arbitration as provided in LB.6.12 - LB.6.18. When the grievance panel meets to make its decision, no member or other OSSTF participant in the discussion shall be present. The supervisory officers involved in the grievance panel shall not have had any primary decision making involvement in the matter. Where the parties mutually agree, Step 2 can be bypassed and referred directly to arbitration.

LB.6.10 Bargaining Unit or the Employer may initiate a grievance relating to the interpretation, application or alleged violation of this agreement, beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the grievance having come or ought to have come to the attention of the Grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under LB.6.12 – LB.6.18 by either the Bargaining Unit in the case of a Bargaining Unit grievance or the Employer in the case of an Employer grievance.

LB.6.11 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, 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.

The timelines 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/ arbitration procedure shall continue from the point at which they were frozen.

- LB.6.12 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any Grievance Procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator.
- LB.6.13 Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, or upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request 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 of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) instructional days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair, within the time limit, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any member affected by it. The decision of the Arbitration Board shall govern. If there is no majority, the decision of the Chair shall rule. The powers of the Arbitration Board shall be as established under the Ontario Labour Relations Act.
- LB.6.14 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as a single arbitrator or as a member of the Arbitration Board unless mutually agreed to by the parties.
- LB.6.15 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties will jointly share the expenses of the single Arbitrator or the Chair of the Arbitration Board, if any.
- LB.6.16.1 The single Arbitrator or Board of Arbitration shall have the authority as outlined in the Labour Relations Act.
- LB.6.16.2 Notwithstanding LB.6.16.1, the single Arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement.
- LB.6.17 Time limits specified in the Arbitration Procedure may be amended by mutual agreement in writing by the parties to the arbitration.
- LB.6.18 Should the investigation by the Employer or the steps in the grievance/arbitration procedure require that an involved member be released from regular duties, the member shall be released without loss of salary or benefits.

LB.7.0 EMPLOYEE PERFORMANCE EVALUATION

- LB.7.1 The current performance evaluation procedure shall not be amended without prior consultation with the Bargaining Unit President.

PART LC CATEGORIES OF EMPLOYEES

LC.1.0 EMPLOYEE AND POSITION CATEGORIES

LC.1.1 "Permanent Employee" is an Employee hired to a permanent assignment.

LC.1.1.1 An Employee is eligible to gain Permanent Employee status only by being the successful applicant for a posted permanent vacant position within the approved complement.

LC.1.1.2 For positions that require registration in a professional college, membership in the appropriate professional college will be required in order to be eligible for Permanent Employee status. Permanent Employees must maintain their membership in good standing. It is a Member's responsibility to notify the Employer of changes in their status with and/or decisions made by their professional college or organization required for employment with the YRDSB.

LC.1.1.3 A permanent assignment may be full-time or part-time. A full-time assignment is five (5) days per week for the work year. A part-time assignment is fewer than five (5) days per week for the work year.

LC.1.2 "Casual Employee" is a casual Member who may be hired for specific short term duties where the Employer has identified the need and the assignment is not for more than twelve (12) consecutive working days.

Where an assignment ends prior to the anticipated conclusion date, no notice of termination is required.

LC.1.3 "Term" is an Employee who may be hired to undertake an assignment including but not limited to specific short-term duties or to replace a Permanent Employee (who is expected to return) for a period of more than eleven (11) consecutive working days. An extension of a term assignment may be offered to the Member in the term assignment in circumstances where there are changes to the Permanent Employee's expected date of return (e.g. extension of a maternity leave).

LC.1.4 A Term assignment may be ended prior to its intended conclusion date with notice in accordance with that provided for under the Employment Standards Act or five (5) days' notice or pay in lieu, whichever is greater. Where the termination is for cause, no notice, severance or pay is required.

PART LD WORKING CONDITIONS

LD.1.0 EMPLOYEE NOTIFICATION

LD.1.1 It shall be the duty of the Member to notify the Employer, specifically Human Resource Services, in writing within fifteen (15) business days of any change of address or telephone number. If a Member should fail to do this, the Employer will not be responsible for failure of a notice to reach such Member, and any notice sent by the Employer by registered mail or courier to the address of the Member which appears on the Employer's Human Resource Services' records shall be conclusively deemed to have been received by the Member.

LD.2.0 EMPLOYEE'S FILES

LD.2.1 An Employee will be allowed to review and receive copies of the Employee's personnel file during normal business hours, upon prior written request to the person designated by the Employer. Such review must be made in the presence of a member of the Human Resource Services staff at a time that is mutually arranged between the Human Resource Services staff and the Employee concerned.

LD.2.2 The Employee may be accompanied by an OSSTF representative.

LD.2.3 If the Employee disputes the accuracy or completeness of any such information the Employer shall, where possible within fifteen (15) days from receipt of a request by the Employee stating the alleged inaccuracy, either confirm or amend the information on record.

LD.2.4 For the purposes of Article LD.2.0, an Employee may give written consent for an OSSTF representative to act on the Member's behalf.

LD.2.5 Documents contained in an employee's personnel file which are of a disciplinary nature and all supporting documents shall be kept at the Education Centre. Such documents shall be removed from the file three (3) years, or less at the discretion of the Director or designate, after their date of issue provided that there is no reoccurrence of behaviour requiring additional disciplinary action.

LD.2.6 When documentation is placed in the Employee's file, a copy shall be addressed or copied to the Employee.

LD.2.7 All records of discipline shall be placed into the Employee's personnel file.

LD.3.0 STORAGE OF MEDICAL FILES

LD.3.1 The parties recognize the importance of and requirement to secure and keep confidential registered health service providers' student records (e.g., Psychological files, School Social Work files, Speech-Language Pathology files, Occupational Therapy files, Physiotherapy files).

LD.4.0 DECLARATION OF SURPLUS, JOB POSTINGS, TRANSFERS AND VACANCIES

LD.4.1 DECLARATION OF SURPLUS

LD.4.1.1 Employees will be informed in writing by June 21st of any potential changes to their assignments for the upcoming school year recognizing that this is subject to change.

LD.4.1.2 Declaration of surplus to geographic caseload assignment area or specified team assignments:

When there is more than one Member in a position within a specified team assignment or geographic caseload area and where there is a declaration of surplus the Employer will first consider the NOI (Notice of Interest) of individuals within the assignment or geographic area (as per LD.4.2.3). If the surplus still remains, the least senior Member within the position will be declared surplus. This is subject to the remaining Member(s) having the necessary or specialized skills, training, qualifications, ability, experience and knowledge to perform the required work.

LD.4.1.3 If after the application of the surplus process, no vacancies exist, Layoff provisions of Article LE.4.0 will apply.

LD.4.2 JOB POSTINGS

LD.4.2.1 At a minimum, job posting(s) will include the nature of the position/role, any specialized skills if required, qualifications and education, whether the position is permanent or term, FTE status, anticipated commencement date, deadline for applications and salary. Postings will indicate preferences for specialized skills or experience where appropriate. Each vacancy will be posted internally for a period of four (4) business days.

LD.4.2.2 All applications for posted vacancies shall be made using the Employer approved application process.

LD.4.2.3 Permanent Employees (not including probationary Employees) will have an opportunity to file a NOI to be considered for alternative geographic assignments, areas of focus and or percentage changes to FTE status. During the posting period the Employer will first consider Members who have submitted a NOI.

LD.4.2.4 Employees may keep a continually updated NOI for consideration.

LD.4.3 WORK LOCATION TRANSFERS

- LD.4.3.1 A permanent vacancy occurs where a position has become permanently or through the addition of permanent complement.
- LD.4.3.2 Subject to a satisfactory file review by the Employer, requested changes to alternative geographic assignments or FTE status indicated on a NOI will be filled by seniority.
- LD.4.3.3 Permanent vacancies in assignments that require specialized skills or experience will be filled in the following manner:
- i) Such opportunities will be communicated to allow employees to update their NOI prior to NOI consideration.
 - ii) Qualified applicants will be interviewed for the position as a part of the application process.
 - iii) When determining the successful applicant, the Employer will consider skill, knowledge, ability, qualifications and training and subject to a file review satisfactory to the Employer. Where relatively equal (within 10%), seniority will be the determining factor.
- LD.4.3.4 If after following the steps in LD.4.3.2 and LD.4.3.3, vacancies remain, the Employer will consider applicants in the following order:
- (i) qualified Members on layoff will be offered the position(s) in accordance with articles LE.4.0 and LE.5.0 (Layoff and Recall)
 - (ii) qualified term Members that apply.
- LD.4.3.5 If no internal Member fills the vacancy, according to the foregoing, the Employer may post the vacancy externally.
- LD.4.3.6 Within five working days after the vacancy has been filled, the unsuccessful applicants will be notified.
- LD.4.3.7 A successful internal applicant shall normally commence filling the permanent vacancy at the beginning of the school year, or such other time due to operational needs as the Employer may decide in consultation with the Member.
- LD.4.3.8 A Member must complete a minimum of three (3) years in an assignment before becoming eligible for the work location transfer process. Nothing in the provision precludes a Member and the Employer from agreeing to a shorter term.

LD.4.4 FILLING TERM ASSIGNMENT VACANCIES

LD.4.4.1 A term vacancy occurs when a position is temporarily vacant or a specific term assignment becomes available. Such vacancies will be posted when they are anticipated to be at least four months in duration.

LD.4.4.2 Term vacancies in LD.4.4.1 will be posted as per LD.4.2.1.

LD.4.4.3 Qualified applicants eligible to apply will be interviewed for the position as a part of the application process.

LD.4.4.4 Where student support would not be unduly disrupted, a permanent Member may be considered for term positions as identified in LD.4.4.1 when the term position is in an area of focus that differs from that of the Member's regular assignment.

LD.4.4.5 If after following the steps in LD.4.4.3 and LD.4.4.4, vacancies remain, the Employer will consider applicants in the following order:

- i) Members on layoff that may be qualified will be offered the position(s) in accordance with articles LE.4.0 and LE.5.0 (Layoff and Recall)
- ii) qualified term Members that apply.
- iii) If no internal Member fills the vacancy, according to the foregoing, the Employer may post the vacancy externally.

Acceptance of a term assignment will have no impact on a Member's recall rights.

LD.4.4.6 Notwithstanding LD.4.4.5 ii, term Members must be within 30 days of the completion of the current assignment to be considered. This may be waived by the Superintendent of Human Resources or designate.

LD.4.4.7 Where a member fills a specific term position for greater than four (4) consecutive school years, the **Employer** shall review whether the position can become permanent. Where the decision is made to keep the position as a term, the reasons for such decision will be shared with the Union.

LD.4.5 FILLING ASSIGNMENTS OUTSIDE THE NORMAL DAILY HOURS OF WORK

LD.4.5.1 An assignment outside of the normal daily hours of work is work;

- i) covered by the scope of this agreement in Article LA.3.1 as per their professional designation;
- ii) available for a defined period during the school year after or before the regular scheduled work day; or for a defined period during the summer months;

Such work shall be available to members first before the application of LE.3.1.

LD.4.5.2 Assignments outside of the normal daily hours of work shall be posted in accordance with Article LD.4.2.1.

For assignments that become available due to additional funding that's been given by the Ministry of Education or other funding sources after June 21st, the assignments shall be filled by appointment based on an opportunity list that is established through a call for a Notice of Interest submission by the members. The call for submission of the Notice of Interest shall be made no later than June 1st.

LD.4.5.3 Permanent employees will be given first consideration for an assignment outside of the normal daily hours of work.

These will be filled in the following manner:

- i) Qualified applicants may be interviewed for the position as a part of the application process.
- ii) When determining the successful applicant, the Employer will consider skill, knowledge, ability, qualifications and training and subject to a file review satisfactory to the Employer. Where relatively equal (within 10%), seniority will be the determining factor.

LD.4.5.4 If after following LD.4.5.2, any assignments outside the regular hours of work remain, the Employer will consider applicants in the following order:

- i) Members on layoff that are qualified will be offered the position(s) in accordance with articles LE.4.0 and LE.5.0 (Layoff and Recall)
- ii) qualified term employees that apply.

Acceptance of an assignment outside the normal daily hours of work will have no impact on a member's recall rights.

LD.4.5.6 If no member fills the vacancy, according to the foregoing, the Employer may post the vacancy externally.

LD.4.5.7 For assignments outside of the normal daily hours of work that are paid based on an hourly rate, the successful candidate shall be paid at no less than their hourly rate based on their existing salary.

Where such work is compensated as a standard fee for service (inclusive of mileage), the fee will be set by the Employer and clearly communicated to the member, before an agreement to do the work.

The lump sum amount will be based on no less than the member's hourly rate for estimated hourly service.

LD.4.5.8 Work location for assignments outside of the normal daily hours of work shall be:

If assigned to one school, fifty-one percent of the time or more, your work location will be that school and mileage will be calculated based on that location.

Otherwise, mileage will be based on the school area administrative office.

LD.4.5.9 Members who use their vehicles in the course of carrying out assignments outside of the normal hours of work, the calculation of mileage shall be as per LH.9.1.

LD.4.5.10 Access to case work shall be assigned based on seniority and expression of interest.

LD.5.0 WORKLOAD

LD.5.1 In usual circumstances, Members shall not be required to perform any duties normally and regularly performed by members of other bargaining units or other non-unionized personnel, except to the extent that such duties are included as part of the Members' regular positions or for the purpose of carrying out of their responsibilities.

LD.5.2 No Member shall be required to perform work deemed by Employer exclusively managerial functions/duties, normally and regularly performed by management, except as otherwise outlined in this collective agreement.

LD.5.3 Where the number of Members in the Bargaining Unit is decreased, in accordance with the layoff procedure set out in Article LE.4.0 or for any other reason, service delivery will be prioritized in consultation with the Supervisor.

LD.6.0 EMPLOYEE SECURITY

LD.6.1 Liability Insurance Coverage for Employees

LD.6.1.1 The Employer confirms that it maintains liability insurance to cover Members in the performance of duties and responsibilities as directed by their Supervisor and in line with Employer Policies and Procedures.

LD.7.0 HEALTH AND SAFETY

LD.7.1 The Employer recognizes its obligation to provide a safe and healthy environment for Members and to carry out all duties and obligations under the Occupational and Health and Safety Act and its accompanying Regulations.

LD.7.2 The Joint Health and Safety Committee shall be established in accordance with the Act and shall include representation from the Bargaining Unit.

LD.7.3 The Employer shall provide the Bargaining Unit President and/or designate(s) access to all relevant Health and Safety information.

LD.7.4 The Employer shall ensure that when Workplace Violence training is provided, that it be provided during the regular work day.

LD.8.0 PROFESSIONAL DEVELOPMENT

- LD.8.1 The Employer and the Bargaining Unit share a desire to improve professional standards by providing Employees, where operationally feasible, with the opportunity to participate in seminars, workshops, short courses or similar programs to keep up-to-date with knowledge and skill in their respective fields. The Employer further recognizes that many of the Employees of the Bargaining Unit are members of professional colleges and are therefore required to update their knowledge and skills on a regular basis through participation in professional development.
- LD.8.2 An individual Member may, with the approval of the appropriate supervisory officer or designate, attend relevant professional development sessions. A Member who attends such a session shall be deemed to be on duty with no loss of pay, benefits or seniority.
- LD.8.3 An Employee invited to present a formal address at a conference and/or to give a course related to their field of employment, may, at the discretion of the Employer, be granted leave with pay for that purpose.
- LD.8.4.1 The level of financial support for PD activities outlined in Article LD.8.0 shall be \$10,000.00 per school year.
- LD.8.4.2 Professional Development activities and allocation of PD funds shall be discussed at the Labour Management Committee.
- LD.8.4.3 Nothing herein precludes the additional presentation of workshops or seminars of interest to specific groups within the Bargaining Unit.

LD.9.0 CODE OF ETHICS

- LD.9.1 The Employer recognizes that certain Members in LA.3.1 are required to hold membership in their respective Ontario Professional College/Regulatory Body. The Employer recognizes that a Member, when acting in this capacity, has an obligation to abide by the Act and accompanying regulations governing his or her profession. It is also recognized that Members must abide by Employer policies and practices and are governed by the Education Act and other provincial legislation.

LD.10.0 ATTENDANCE MANAGEMENT

- LD.10.1 Prior to the implementation of an Attendance Management policy, rules, and/or process the Employer shall first provide an opportunity to the Bargaining Unit to comment on such policy, rules, and/or process.
- LD.10.2 The Employer and the Bargaining Unit agree to meet at least once per year to review the design and implementation of the Employer's Employee Attendance Support Process (EASP) or any other attendance management Policy, Program or Process.
- LD.10.3 In the event that the employer wishes to meet with an employee for the purposes of discussing the employee's attendance, the employer shall notify the employee and remind the Member of their right to union representation.

LD10.4 An Member shall have the right to OSSTF representation at any meeting which is part of an attendance management system or any meeting where the employee's attendance history is to be discussed.

It is the Member's responsibility to inform their manager of their desire to have union representation in that meeting and to arrange the representation with union.

LD.11.0 SYSTEM OPPORTUNITY

LD.11.1 "System Opportunity" shall mean an opportunity to participate in a system wide need including but not limited to a committee, project, system trainer, and workshop presenter.

LD.11.2 The Employer will make system opportunities available by email to applicable Members.

LD.11.3 The Coordinating Superintendent of Student Services and/or designate shall assign available system opportunities to employees in a reasonable and equitable manner. Decisions regarding such assignments shall take into consideration factors including, but not limited to, experience and skill set. Consideration will also be given to expressions of interests from Members, as well as Members who have not participated in recent system opportunities.

LD.12.0 WORK SPACE REQUIREMENTS IN SCHOOLS

LD.12.1 A Memo will be sent out by the Superintendent of Student Services at the beginning of each school year outlining recommendations for work space in each school for bargaining unit Members, for the purposes of carrying out confidential job related duties. Such recommendations to be jointly developed by the Superintendent of Student Services and the Bargaining Unit President or designate. If the recommendations cannot be implemented and a solution is not forthcoming after consultation between the Principal/Vice-Principal and the Member, then the bargaining unit Member will inform their Manager and the Bargaining Unit.

PART LE – SENIORITY, LAYOFF, RECALL AND JOB SECURITY

LE.1.0 SENIORITY

LE.1.1 By March 1st of each year, the Employer shall provide the Union President with two lists of all Bargaining Unit members employed by the Employer as of January 1 of the same year in order of their acquired seniority. One shall be for all permanent Bargaining Unit Employees and one shall be for term employees as defined in LC.1.3.

LE.1.2 Where a Term employee is successful in obtaining a permanent position, the Member will be placed on the permanent seniority list after the successful completion of the probationary period in that permanent position.

LE.1.3 For part-time and full-time Members hired before November 18, 2015, seniority shall be the length of continuous service with the Employer from the first day worked after being hired. For Members hired on or after November 18, 2015, after the successful completion of the probationary period, seniority shall be the date of hire with the Employer as a permanent Bargaining Unit member.

- LE.1.4 Term Members' seniority is considered the initial date of hire as a Term Member. Seniority is accrued based on the time on the Term list.
- LE.1.5 For the purpose of maintaining seniority on the respective lists, any approved leaves of absence including school breaks will not constitute a break in seniority.
- LE.1.6 Each seniority list shall be ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- LE.1.7 Separate seniority lists shall be established for each position as outlined in Article LH.11.2. For the purpose of Articles LE.4.0 and LE.5.0 (Layoff and Recall), the seniority list for registered psychologists / psychological associates will be combined.
- LE.1.8 The seniority list(s) shall be posted on the Employer's Intranet no later than March 15 of each school year.
- LE.1.9 Errors in the calculation of a member's seniority shall be brought to the attention of the Employer by the member within thirty (30) work days or the list shall be deemed correct.
- LE.1.10 In the event that a tie in rank ordering occurs the Member number shall be the tie breaker with the lower number reflecting the higher seniority.
- LE.1.11 If a Member is transferred to a position outside of the Bargaining Unit, seniority rights acquired to the date of leaving the unit shall be retained up to a period of up to twelve (12) consecutive months.
- Seniority within the bargaining unit will be lost if an employee transfers outside the bargaining unit for a period of greater than twelve (12) consecutive months. This can be extended with the agreement of the parties.
- LE.1.12 The seniority rights of a Member shall cease and the Member's employment shall be deemed to be terminated for any one of the following reasons:
- (a) the Member resigns;
 - (b) the Member retires;
 - (c) the Member is dismissed;
 - (d) the Member is laid off for a period of longer than twenty-four (24) consecutive months;
 - (e) the Member refuses recall other than specified in Article LD.4.0 or failure to report to the Employer within the time specified in a recall notice or failure to report for work on the date specified in a recall notice.
 - (f) additionally, for term employees, where there is a period in excess of 24 months where no work is offered or accepted.

LE.1.13 Probationary Employees:

All newly hired Member shall serve a probationary period of six (6) months of continuous employment with the Employer. After completion of the probationary period, seniority shall be effective from the original date of hire and the appointment shall be permanent.

A casual employee or term member who is successful in obtaining a permanent position will be subject to an additional probationary period as outlined above and seniority will be as defined in article LE.1.0.

LE.2.0 JOB SECURITY

LE.2.1 Prior to utilizing the Layoff procedure laid out in LE.4.0, the Employer may consider the following options:

- inviting retirements;
- accepting voluntary resignations;
- consider applications for leaves of absence without pay and without benefits from interested members;

LE.3.0 CONTRACTING OUT

LE.3.1 The parties recognize that the Employer has the right to contract out. There will be no reduction in the total number of Members in the bargaining unit or reduction of hours of work or work week as a result of contracting out.

LE.4.0 LAYOFF

LE.4.1 For the purpose of this Article, a lay-off shall mean a permanent or temporary reduction in the hours of work and/or the number of positions within a department. The provisions of this Article shall not apply in cases of normal school breaks. When staffing reduction is required, layoff of Members will be in the reverse order of seniority, within the position requiring reduction, provided the remaining Members have the necessary training, qualifications, skills and ability to perform the required work. In the event of layoff, the Employer shall endeavor to provide as much notice as possible.

Exceptions to the application of seniority may be made with the mutual agreement of the Employer and the Bargaining Unit.

LE.4.2 Laid off Members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being laid off, with the member paying the full cost of premiums annually in advance for up to a maximum of two (2) years after being declared redundant. If the Member is recalled, the pre-paid premiums will be refunded on a pro-rated basis.

LE.5.0 RECALL

- LE.5.1 The Employer shall establish and maintain a recall list of all Bargaining Unit Members declared on lay-off and eligible for recall.
- LE.5.2 Members who are laid off in accordance with article LE.4.1 will be retained on the seniority list and continue to accrue seniority for a period of up to two (2) years. During that period, the Member will be subject to recall to the position from which the Members were laid off in order of seniority.
- Exceptions to the application of seniority may be made with the mutual agreement of the Employer and the Bargaining Unit.
- LE.5.3 No external hiring into a job shall take place until positions have been offered to eligible and qualified Members on lay-off.
- LE.5.4 A Member who is on lay off shall be given first opportunity, in bargaining unit seniority order, for temporary work within the Members position for which the Members have the required qualifications, skills, knowledge, ability, experience and training.
- LE.5.5 An Employee who is on a lay off and who accepts temporary or casual work will do so without prejudice to the member Member's recall rights.

PART LF LEAVES OF ABSENCE

LF.1.0 LEAVES OF ABSENCE WITH PAY

- LF.1.1 A combined maximum of five paid days per year is available for a leave of absence for the following reasons:
- LF.1.1.1 the severe illness or death of an immediate family member (or equivalent) such as parent/guardian, spouse/partner, child or sibling (maximum 5 days total per school year),
 - LF.1.1.2 writing examinations (maximum 1 day per exam),
 - LF.1.1.3 convocation from a post-secondary institution of Member, spouse, child, or grandchild (maximum 1 day per occasion),
 - LF.1.1.4 moving of the primary residence of Member (maximum 1 day per school year)
 - LF.1.1.5 funeral other than provided for in LF.1.1.1 (maximum 1 day per occasion)
 - LF.1.1.6 observance of a religious holy day where the tenets of the faith requires the Member to be absent from work (maximum two (2) days per school year).
 - LF.1.1.7 up to five (5) days for First Nations Inuit and Metis (FNMI) employees for the purposes of: voting in elections as indicated by self-governing FNMI authority where the employee's

working hours do not otherwise provide three consecutive hours free from work and/or attendance at Indigenous cultural/ceremonial event.

- LF.1.1.8 birth or adoption of Member's child (maximum 5 consecutive days) where the Member is not accessing maternity leave or adoption leave (time is to be taken upon the release of the child into the care/custody or control of the Member).
- LF.1.1.9 An absence from work, other than already identified in article LF.1 which constitutes an exceptional circumstance, may be approved at the discretion of the Superintendent in consultation with Human Resource Services.

LF.2.0 ADDITIONAL PAID LEAVES

- LF.2.1 There shall be no deduction from either pay or from those leaves listed in Article LF.1 of a Member absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any legal proceeding to which the Member is not a party or one of the persons charged, or a matter arising from an Member's external professional practice, provided that the Member provides a copy of the summons or subpoena and pays the Employer any fee exclusive of travelling allowance and living expenses that the Member receives as a juror or as a witness.
- LF.2.2 There shall be no deduction from either pay or from those leaves listed in LF.1 of a Member absent from duty by reason of:
 - (i) quarantine, providing the Member is not the person who is ill;
 - (ii) attendance at conferences and conventions as approved within Employer policy;
 - (iii) participation in professional development programs within the policy of the Employer and approved by the Superintendent of Education;
 - (iv) observance of a religious holy day for a sincerely held religious belief (maximum three (3) days per school year). Such days will be used prior to those in LF.1.1.6.

LF.3.0 WORKPLACE SAFETY AND INSURANCE BOARD

- LF.3.1 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the Employer shall pay full salary. Payments by the Workplace Safety Insurance Board shall be made to the school board.
- LF.3.2 The top-up amount shall be paid for a maximum of four years and six months.

LF.4.0 LEAVES OF ABSENCE

Legislative Leave Conditions

- LF.4.1 Legislative leaves are job protected leaves that are provided for by legislation. The terms, conditions and eligibility for the leave are defined by the Ontario Employment Standards Act (ESA). Such leaves include Pregnancy, Parental, Family Medical and Critically Ill Child Care leaves. Members accessing these leaves must provide to the Employer such evidence as necessary to prove entitlement under the ESA.

- LF.4.2 A Member shall notify the supervisor in line with the provisions of the ESA and as soon as possible of the requirement for a leave. In the case of pregnancy and/or parental leave, the Member will provide notification within three months of the expected due date or in the case of adoption, within three months of the date the child is expected to come into the parent's care.
- LF.4.3 A Member on a Legislative leave will have their position, case load area and FTE guaranteed subject to other terms and conditions of this collective agreement including Articles LE.4.0 and LE.5.0 (Layoff and Recall). Seniority will continue to accrue during such leaves and upon return, and where applicable, Members will receive any pay increment or part thereof to which the Member would have been eligible, had it not been but for the leave.
- LF.4.4 Where a Member 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 Member must agree to provide for payment for the Member's share of the benefit premiums in line with Employer procedures.
- LF.4.5 Notwithstanding LF.6.3.8 in Pregnancy Leave SEB, a Member who is eligible for Employment Insurance (E.I.) is not eligible for benefits under the Employer's sick leave and short term leave and disability plan.

LF.5.0 LEGISLATIVE LEAVES

- LF.5.1 Legislative leaves will be granted pursuant to the Ontario ESA in effect at the time the leave is requested. The terms, conditions and eligibility for the leave are defined by the Ontario Employment Standards Act.

LF.6.0 SUPPLEMENTARY EMPLOYMENT BENEFITS PLAN (SEB PLAN) FOR LEGISLATIVE LEAVES

- LF.6.1 (i) SEB plans supplement employment insurance (E.I.) benefits received by Members from Service Canada for specific legislative leaves: Pregnancy, Family Medical and Critically Ill Child leaves and are conditional upon eligibility to the applicable leave as defined by the Ontario Employment Standards Act.
- (ii) An application for SEB must be made by the Member on a form to be provided by the Employer. The Member must provide the Employer with proof that the Member has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, to be eligible for SEB.
- (iii) A SEB payment will not be made if the Member accesses the sick leave provisions.
- (iv) The Member applying for SEB shall sign an agreement with the Employer indicating:
- a) that the Member will return to work (prior to submitting any resignation) and remain in the service of the Employer for a period of two months after returning from the applicable leave; and;
 - b) that should the Member not comply with (a) above, the Member shall reimburse to the Employer any monies paid to the Member under this SEB Plan.

LF.6.2 PREGNANCY LEAVE SEB PLAN

- LF.6.2.1 The Employer shall provide for permanent Members and Members in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. The Member 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 Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Member receives from E.I. and her regular gross pay.
- LF.6.2.2 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- LF.6.2.3 Employees in term assignments shall be entitled to the benefits outlined in LF.6.2.1 above, with the length of the SEB benefit limited by the term of the assignment.
- LF.6.2.4 Casual Employees are not entitled to pregnancy leave benefits.
- LF.6.2.5 The Member must provide the Employer 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.
- LF.6.2.6 Permanent Members and Members in term assignments 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.
- LF.6.2.7 Where any part of the eight (8) weeks 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.
- LF.6.2.8 Permanent Members and Members in term assignments who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- LF.6.2.9 If a Member begins pregnancy leave while on an approved leave from the Employer, the above maternity benefits provisions apply.
- LF.6.2.10 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- LF.6.2.11 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.
- LF.6.2.12 A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible Members. The Member 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 Member receives from E.I. and their regular gross pay.

LF.6.2.13 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

LF.6.3 Where a Member who is eligible for the Pregnancy SEB Plan, identified under Part A and Article LC.9.0, the Employer will issue the following top-up payments subject to receiving the appropriate supporting documentation:

- Week 1: 100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
- Week 2-8: The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
- Week 9-10: After the 8 weeks of top-up, the Employer will pay the equivalent of one (1) week of the EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week

Should there be further changes to the EI waiting period, the Parties agree to meet to discuss changes that will result in a cost neutral approach to administering the pregnancy and parental SEBs where the Employer pay out and the amount the Member receives for the SEB would be the same as the Member would have paid out or received prior to the EI changes.

LF.7.0 NON-LEGISLATIVE LEAVES

LF.7.1 Non-Legislative leaves are leaves for which the terms and conditions are not provided for through legislation. Such leaves are subject to prior approval by the Employer. Non-legislative leaves include infant/child care leave as well as short and long term (discretionary) leaves.

LF.7.2 A Member contemplating taking a non-legislative leave(s) shall notify the Employer of the requested date the leave is to begin and the anticipated date of return to active employment by submitting a leave request in line with the Employer's approved leave process.

LF.7.3 To be eligible for a non-legislative discretionary leave, including infant/child care leave, a Member must have been employed in a permanent position with the Employer for a period of two (2) years of continuous service. For the purpose of this Article, time absent due to a legislative leave does not constitute a break of continuous service. Members who do not meet the two year continuous service qualification may apply in advance so long as the qualification would be met on or before the start of the leave.

LF.7.4 A Member on non-legislative leave shall not be paid Member benefits during the period of leave. Such Member may retain membership in any plan to which the Member was registered by paying full premiums applicable where this is within the terms of the insurer.

LF.7.5 Upon return from leave and subject to other terms in this Agreement, the Member shall be offered employment in the same position and case load area, if available. The Member shall return to duty with the same FTE status unless a different FTE status is agreed to by the Member and the Employer. If no position exists, then the Member will be considered for vacant positions for which the Members are qualified in another caseload area or, in the absence of a vacant position, articles LE.4.0 and LE.5.0 (Layoff and Recall) of this collective agreement will apply.

LF.8.0 INFANT/CHILD CARE LEAVE

LF.8.1 INFANT/CHILD CARE LEAVE is defined as a non-legislated unpaid leave of absence to provide a period of time immediately following pregnancy/parental leave to take care of a newborn or newly adopted child. Infant/Child Care Leave must commence immediately following the last day of Pregnancy/Parental Leave.

- (i) The total sum of pregnancy, parental and infant/child care leave granted shall not exceed two (2) years.
- (ii) The application for Infant/Child Care leave for eligible Members may be completed at the same time as the application for Pregnancy/Parental leave, but in no case less than sixty (60) days prior to the expiration of Pregnancy/Parental Leave. The application for Infant/Child Care Leave must include the requested expiration date of the leave.
- (iii) A leave of absence granted because of Infant/Child Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave will be allocated.
- (iv) A Member returning from Infant/Child Care Leave shall receive Sick Leave Benefits allocated in line with the Sick Leave and STLDP programs and will have seniority maintained.
- (v) A position held by a Member going on Infant/Child Care Leave shall be filled on a temporary basis in accordance with LD.4.4.
- (vi) Where a Member's Infant/Child Care Leave or a combined Pregnancy/Parental/Child Care Leave ends on (a) December 31 or (b) August 31 the Member shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.

LF.9.0 DISCRETIONARY LEAVES

LF.9.1 At the discretion of the Employer, a Member may be granted a leave of absence without pay, without benefits, and without loss of seniority of up to (1) one year if approved by the Director or his/her designate. A Member requesting such a leave must follow the approved process and submit the request before March 1 for the following school year. In no case shall a leave request be submitted less than 30 calendar days prior to the requested leave. In the event of an emergency or unforeseen critical event, these timelines may be waived.

LF.9.2 A Member who has been granted an unpaid leave which ends in August of any year shall notify the Employer prior to March 1 of that year whether the Member intends to return to employment with the Employer in the following September.

LF.10.0 FEDERATION LEAVES

- LF.10.1 The Employer agrees to release from duties one person designated by the Federation as PSSP Bargaining Unit President. Such time release shall be for up to five (5) days per month, with the first two (2) days per month paid by the Employer. The President shall provide at least 48 hours' notice to their Supervisor in advance of any day(s) that they intend to be released.
- LF.10.1.1 The Employer agrees that the Bargaining Unit President will receive their full salary including any applicable allowances at the time of the leave and all other rights and privileges under this Collective Agreement.
- LF.10.1.2 The workload of the Bargaining Unit President shall be prioritized and reduced proportionate to the Federation Leave provided in article LF.10.1. This will be done in consultation with the Supervisor.
- LF.10.2 At the request of the Bargaining Unit, the Employer shall excuse from duties up to five (5) members of the Bargaining unit designated as negotiators for the Bargaining unit. The Employer shall release these representatives for direct negotiation meetings with the Employer, up to a maximum of thirty (30) school days per bargaining cycle with pay and experience
- LF.10.3 The Employer shall excuse from duties, on an occasional basis, such additional members of the Bargaining Unit as are necessary to carry out the administration of this Agreement or for Bargaining Unit business. Such release shall be limited to a maximum of thirty (30) days per school year, to be reimbursed by the bargaining unit to the Employer. The first fifteen (15) days shall not require approval by the Employer but the second fifteen (15) days shall be approved by the Superintendent of Student Services. Approval is subject to operational impact but shall not be unduly denied.
- LF.10.4.1 A member elected to a full-time position with Provincial OSSTF or union organization with which OSSTF is affiliated shall be granted leave of absence without pay or benefits for the total duration of office held but not to exceed two years. Additional requests for leave for the total duration of office held, provided the member notifies the Employer by April 1st of each school year of the need for the leave, shall not be unreasonably denied.
- LF.10.4.2 A member appointed to a full-time position with Provincial OSSTF or union organization with which OSSTF is affiliated, shall be granted leave of absence without pay or benefits for any period of time during which the member holds the position on a non-permanent basis for a period not to exceed two years. Additional requests for leave on a year-by-year basis provided the member notifies the Employer by April 1st of each school year of the need for the leave shall not be unreasonably denied.
- LF.10.4.3 Following the member's return to duty, the member shall be guaranteed the same casework area and position, provide the leave is for two years or less. Exceptions to this may be mutually agreed to by both parties.

LF.10.4.4 If the leave is for more than two (2) years, the employee shall be offered employment in the same position if available, and at the same FTE status unless agreed to differently by the parties. In the absence of a vacant position, articles LE.4.0 - Layoff and LE.5.0 - Recall of this collective agreement will apply.

LF.10.5 Members of the Bargaining Unit Executive who are providing representation for Members in accordance with LB.5.2 or members who are representing the Bargaining Unit on joint committees with the Employer shall be treated in all respects during such time as if the Member were actively at work. Any such meetings will not be deducted from the total number of days outlined in or LF.10.3

LF.11.0 SICK LEAVE

LF.11.1 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for Members who may have repeated absences from work, that are charged to sick leave, the Employer may require a medical certificate for any further absences.

LF.11.2 A Member must inform their Supervisor of each absence prior to the absence as soon as possible but no later than the beginning of the scheduled work day. The Member will provide the reason for the absence, the expected duration when known, and the relevant article in the collective agreement.

LF.12.0 DISABILITY MANAGEMENT

LF.12.1 The Employer and the Union recognize their legal obligations with respect to the accommodation of Members who may be temporarily or permanently disabled. The parties will consult on program changes to the Disability Management Program Guidelines.

LF.12.2 A Member has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The Employer shall notify the Member of this right.

LF.12.3 The Employer, Bargaining Unit, and the Member shall cooperatively develop a modified return to work and/or accommodation program.

PART LG EMPLOYEE BENEFITS

LG.1.0 Refer to the Letter of Agreement re: Benefits

LG.2.0 PENSION

LG.2.1 The pension plans presently in force shall continue in accordance with the provisions of the Ontario Municipal Employees Retirement Savings Plan (OMERS) and Ontario Teachers' Pension Plans (OTPP) and participation will be mandatory for all Permanent Employees with any required Employee contributions, if applicable, being deducted through bi-weekly payroll deduction.

LG.2.2 Employees who are not Permanent Employees and who are eligible to enroll in the Ontario Municipal Employees Retirement System (OMERS) shall be given the opportunity to do so annually, subject to the requirements set out in the Pension Benefits Act.

PART LH SALARY

LH.1.0 METHOD OF PAYMENT

LH.1.1 Members shall be paid bi-weekly by direct deposit to a chartered bank or credit union of the Member's choice.

LH.1.2 Wages shall be paid in accordance with the rate determined in Part LH based on the salary grids shown in Article LH.11.0 in equal gross amounts, every two weeks during the work year outlined in LH.11.3.

LH.1.3 Term Employees shall have the balance of monies owed to them paid out at the end of their contract.

LH.2.0 PLACEMENT ON GRID

LH.2.1 For newly-hired Permanent Employees who have not been previously employed by the board and Term Employees, previous direct and related experience prior to employment with the Employer shall be recognized for purposes of placement on the salary grid in accordance with the guidelines developed by the Employer.

- (i) each year of direct experience in an equivalent position within a school Employer setting or in a position providing the same type of service to school age children and youth as those provided by Members working at the York Region District School Board will be credited as one year of experience step on the salary grid;
- (ii) other related professional experience within the profession's scope of practice will be credited at a rate of one year for each two years of related experience as one step on the salary grid;
- (iii) the maximum credit that may be given for related experience is five (5) years.

- LH.2.2 Experience for new hires is the sum of direct and related experience rounded up or down to the closest full year.
- LH.2.3 Past professional experience submitted by the Member for the purpose of establishing placement on the grid is subject to satisfactory verification by the Employer. Members will be responsible for providing Human Resource Services with the details of experience within 30 working days of their appointment to their role. No experience submitted past that cut-off will be considered. This timeline may be extended where the Member can demonstrate difficulties obtaining supporting documentation. Experience will be provided in a format designated by the Employer and supporting documentation acceptable to the Employer will be required.
- LH.2.4 For newly-hired Permanent Employees who were previously employed as Term Employees, the calculation of step placement will not result in a lower step placement than the one assigned during the Employee's last temporary contract in the same position. The calculation will also take into account experience gained since the Employee's last step placement review. Members moving from a psycho-educational consultant to a psychologist or psychological associate position will be placed on the new salary grid at the step the Members had attained on the former grid.
- LH.2.5 Within 30 days of notification of placement on the grid, Members may request a review of their placement if they have reason to believe they were improperly placed.
- LH.2.6 For Members who accept positions due to internal postings, and for whom no review of relevant professional experiences was completed with respect to credit for advancement on the grid, a review of experience under the same provisions as Article LH.2.1 above shall be done.
- LH.2.7 No Member shall receive more than one-years' experience for work per school year. Experience shall be calculated as follows:
 - LH.2.7.1 For the purpose of defining one year's experience, for positions less than 12 months, 10 months will constitute one year. For 12-month positions, 12 months will constitute one year.

LH.3.0 INCREMENTS

- LH.3.1 Except as set out in Article LH.1.2, Permanent Members not at their maximum step shall be moved increments on September 1st of each year.
- LH.3.2 Casual employees are paid at Step 0 of the grid for the applicable position. In the event a casual assignment is extended and exceeds eleven (11) days, for the 12th day and forward, their rate will be based on LH.2.1
- LH.3.3 Permanent employees in summer term assignments shall be paid an hourly rate based on their existing salary.

LH.4.0 HOURS OF WORK

LH.4.1 A Member's daily salary will be calculated on the basis of seven (7) hours, Monday to Friday inclusive.

LH.4.2 The normal expectation for Members is a thirty-five (35) hour work week and the normal daily hours of work would be between 8:00am to 5:00pm. Members will be provided with a one-hour unpaid lunch break. Where mutually agreed by the parties a one half (1/2) hour lunch break may be approved.

Reasonable and flexible changes may be considered with the mutual agreement of the Employee and the Employer. Time spent travelling between work locations during the work day for the purpose of board business shall be considered time worked.

LH.4.3 The scheduling of a part-time assignment shall be determined by the Superintendent or Designate.

LH.5.0 LIEU TIME

LH.5.1 Should a Supervisor request an Employee to work beyond the normal scheduled work day to attend or participate in activities directly associated with an Employee's regular work which are outside his/her regular daily work hours the Employee shall be entitled to equivalent time off (lieu time) at a time mutually agreeable to the Supervisor and the Employee.

LH.5.2 Unless mutually agreed to by the Supervisor and the Employee, lieu time must be taken within the school year.

LH.5.3 Lieu time accumulated during the summer months must be taken within the following school year.

LH.5.4 Requests to use previously accrued lieu time shall be submitted to the appropriate Supervisor no less than five (5) working days prior to the date(s) of the anticipated absence. Supervisors will confirm that the date(s) are mutually agreeable no later than four (4) working days after submission of request.

LH.6.0 THE WORK YEAR

LH.6.1 The school year shall be the school year as established by the Employer and consistent with the Education Act statutes and regulations. Dependent on the classification, the work year may not reflect the school year.

LH.6.2 Psychological Services staff shall be at work for the first two weeks of the summer recess period for the purpose of completing work related to the prior school year. Reasonable and flexible changes to this schedule may be considered with the mutual agreement of the Member and the Employer. Requests for any additional duties shall be by way of an assignment outside of normal work hours (LD.4.5).

LH.6.3 The Employer shall issue a Record of Employment in line with Service Canada regulations.

LH.7.0 VACATION AND PAID HOLIDAYS

LH.7.1 For 12 month Members, salaries paid under this Agreement and listed in Article LH shall include vacation pay where applicable, and holiday pay for the following holidays: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day;

For 10 and 10.5 month Members’ salaries paid under this Agreement and listed in Article LH shall include vacation pay where applicable, and holiday pay for the following holidays: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day (for 10.5 month only) Thanksgiving Day, Christmas Day, Boxing Day.

LH.7.2 Vacation entitlement is based on accrued continuous service from July 1st to June 30th each year. A full-time member holding a 12 month position shall receive vacation with pay in accordance with the chart below. Vacation for a member who works less than full-time shall have their vacation entitlement pro-rated.

Length of Continuous Service as of June 30th in each year	Vacation Pay Entitlement
Less than one year	3 weeks prorated
Less than 8 years	3 weeks
8 years but less than 16 years	4 weeks
16 years or more	5 weeks

LH.8.0 FLOAT DAYS

LH.8.1 Community and Partnership Developers shall receive two (2) float days per calendar year to be taken at a time mutually agreed upon between the Supervisor and the Member. A new Member must have passed his/her probationary period to receive float days. New CPDs hired after June 1st will be eligible to one (1) float day in the calendar year in which they were hired.

LH.8.2 All other Members covered by this Collective Agreement shall receive one (1) float day per calendar year to be taken at a time mutually agreed upon between the Supervisor and the Member. A new Member must have passed his/her probationary period to receive the float day. New Members hired after June 1st will be eligible to one half (.5) float day in the calendar year which they were hired.

LH.8.3 Float days must be used prior to the end of the calendar year.

LH.8.4 Requests to use a float day shall be submitted to the appropriate Supervisor no less than five (5) working days prior to the date(s) of the anticipated absence. Supervisors will confirm that the date is mutually agreeable no later than four (4) working days after submission of request.

LH.9.0 TRAVEL AND USE OF EMPLOYEE’S VEHICLE

LH.9.1 The calculation of mileage shall be as per board policy.

LH.10.0 CELL PHONE ALLOWANCE

LH.10.1 Cell phone allowances shall be determined in line with Board procedure.

LH.11.0 SALARY GRID

LH.11.1 Part-time Members' salaries shall be prorated based on the appropriate salary grids in Article LH.11 and Appendix B.

LH.11.2 Members meeting the below criteria will be paid as follows:

- Psychologist - Registered (PhD) - PS1
- Psychologist / Psychological Associate - Registered (M.A.) - PS2
- Speech-Language Pathologist - PS3
- Audiologist – PS3
- Physiotherapist/Occupational Therapist - PS3
- School Social Worker MSW/BSW- PS3
- Psycho-Educational Consultant - Non-Registered - PS4
- Work Experience Transition Coordinator - PS5
- Community and Partnership Developers - PS6

LH.11.3 The following salary grids are calculated on a 10-month work year and are inclusive of vacation pay where applicable:

- PS3
- PS5

The following salary grids are calculated on a 10.5-month work year and are inclusive of vacation pay where applicable:

- PS1
- PS2
- PS4

The following salary grids are calculated on a 12-month work year and are inclusive of vacation entitlement as outlined in Article LH.7.2:

- PS6

LH.11.4

Effective September 1, 2022 - Increase Grids by \$1.00 per hour

Step	PS1	PS2	PS3	PS4	PS5	PS6
0	90,712	86,285	73,317	73,387	67,255	64,591
1	93,426	88,999	76,914	76,331	68,712	67,644
2	96,140	91,716	80,511	79,279	71,634	70,697
3	98,853	94,427	84,109	82,224	73,095	73,749
4	101,566	97,143	87,707	85,171	74,554	
5	104,282	99,858	91,305	88,118	76,015	
6	106,996	102,571	94,901	91,065	77,477	
7	109,710	105,285	98,499	94,009	78,936	
8	112,424	107,999	102,098	96,957	81,885	
9	115,326	110,714	105,693	99,906	83,185	

Effective September 1, 2023 - Increase Grids by \$1.00 per hour

Step	PS1	PS2	PS3	PS4	PS5	PS6
0	92,280	87,853	74,815	74,955	68,753	66,411
1	94,994	90,567	78,412	77,899	70,210	69,464
2	97,708	93,284	82,009	80,847	73,132	72,517
3	100,421	95,995	85,607	83,792	74,593	75,569
4	103,134	98,711	89,205	86,739	76,052	
5	105,850	101,426	92,803	89,686	77,513	
6	108,564	104,139	96,399	92,633	78,975	
7	111,278	106,853	99,997	95,577	80,434	
8	113,992	109,567	103,596	98,525	83,383	
9	116,894	112,282	107,191	101,474	84,683	

Effective September 1, 2024 - Increase Grids by \$1.00 per hour

Step	PS1	PS2	PS3	PS4	PS5	PS6
0	93,848	89,421	76,313	76,523	70,251	68,231
1	96,562	92,135	79,910	79,467	71,708	71,284
2	99,276	94,852	83,507	82,415	74,630	74,337
3	101,989	97,563	87,105	85,360	76,091	77,389
4	104,702	100,279	90,703	88,307	77,550	
5	107,418	102,994	94,301	91,254	79,011	
6	110,132	105,707	97,897	94,201	80,473	
7	112,846	108,421	101,495	97,145	81,932	
8	115,560	111,135	105,094	100,093	84,881	
9	118,462	113,850	108,689	103,042	86,181	

Effective September 1, 2025 - Increase Grids by \$1.00 per hour

Step	PS1	PS2	PS3	PS4	PS5	PS6
0	95,416	90,989	77,811	78,091	71,749	70,051
1	98,130	93,703	81,408	81,035	73,206	73,104
2	100,844	96,420	85,005	83,983	76,128	76,157
3	103,557	99,131	88,603	86,928	77,589	79,209
4	106,270	101,847	92,201	89,875	79,048	
5	108,986	104,562	95,799	92,822	80,509	
6	111,700	107,275	99,395	95,769	81,971	
7	114,414	109,989	102,993	98,713	83,430	
8	117,128	112,703	106,592	101,661	86,379	
9	120,030	115,418	110,187	104,610	87,679	

LH.12.0 PAY EQUITY

- LH.12.1 Within sixty (60) business days of ratification of a local collective agreement, the Bargaining Unit and the Employer will meet to discuss Terms of Reference for the achievement of a Pay Equity Plan. Any extension to this timeline shall only be by mutual agreement. This plan will include the process for data collection and the selection of a gender neutral comparison system.
- LH.12.2 Within sixty (60) days of ratification of this agreement, the parties shall meet to establish a joint process for the maintenance of pay equity including Rules of Procedure for maintenance. Any extension to this timeline shall only be by mutual agreement.

Appendix A – page 1

Appendix B - Salary Grid for the Following Job Classes Hired Prior to February 7th, 2017

Salary Grid for Psychologists - Registered (PhD)
E02C

	Salary as of August 31, 2016	Salary as of September 1, 2016
Step		
0	84,081	84922
1	86,457	87322
2	88,832	89720
3	91,209	92121
4	93,583	94519
5	95,957	96917
6	98,335	99318
7	100,710	101717
8	103,085	104116
9	105,462	106517

Psycho-Educational Consultants
E01C

	Salary as of August 31, 2016	Salary as of September 1, 2016
Step		
0	67800	68478
1	70272	70975
2	72745	73472
3	75218	75970
4	77691	78468
5	80164	80966
6	82635	83461
7	85109	85960
8	87581	88457
9	90052	90953

Salary Grid for School Social Workers (MSW)
D01G

	Salary as of August 31, 2016	Salary as of September 1, 2016
Step		
0	52757	53285
1	56979	57549
2	61196	61808
3	65420	66074
4	69646	70342
5	73856	74595
6	78083	78864
7	82303	83126
8	86528	87393
9	90744	91651
10	94968	95918

Psychological Associates
E02B

	Salary as of August 31, 2016	Salary as of September 1, 2016
Step		
0	78364	79148
1	80751	81559
2	83136	83967
3	85522	86377
4	87906	88785
5	90293	91196
6	92677	93604
7	95063	96014
8	97447	98421
9	99833	100831

Psycho-Educational Consultants
E01D

Step	Salary as of August 31, 2016	Salary as of September 1, 2016
0	75066	75817
1	77531	78306
2	79996	80796
3	82461	83286
4	84928	85777
5	87391	88265
6	89856	90755
7	92323	93246
8	94786	95734
9	97254	98227

Letter of Understanding #1

Between

The York Region District School Board (“the Board”)

And

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 –
Professional Support Services Personnel (“PSSP”)

Re: Job Security

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as at date of ratification. As of date of ratification, the parties agree that the overall protected complement is 141.5 FTE.
2. Effective as of the date of ratification, the Employer undertakes to maintain its protected complement, except in cases of:
 - a. A catastrophic event or circumstance;
 - b. An unforeseeable event or circumstance;
 - c. Declining enrolment;
 - d. Funding reductions directly related to services provided by bargaining unit members;
 - e. School closure and/or school consolidation;
 - f. Changes in government policies and/or directives 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, the Employer may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, after the date of ratification.
5. This Letter of Agreement expires on August 30, 2026.

Letter of Understanding # 2

Between

The York Region District School Board (“the Board”)

And

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 –
Professional Support Services Personnel (“PSSP”)

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.

This letter expires on August 31, 2026.

Letter of Understanding # 3

Between

The York Region District School Board (“the Board”)

And

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 –

Professional Support Services Personnel (“PSSP”)

RE: Placement on Salary Grids

Effective the date of ratification:

1. Placement on the salary grid in LH.11.4 will be determined for all members. Members currently in categories EO2A (new PS2), EO1A (new PS4), EO1B (new PS4), Work Experience Coordinators (new PS5), B2 (new PS6), D01F (new PS3) and Speech-Language Pathologists (new PS3) will be placed on the salary grid at the step closest to, but no less than their current rate of pay and will continue to progress through the grid where applicable.
2. Members currently in categories EO2C (new PS1), EO2B (new PS2), EO1C (new PS4), EO1D (new PS4) and D01G (new PS3) will be placed on the salary grid in Appendix B in their current rate of pay and will continue to progress through the grid where applicable.
3. Members referred to in paragraph 2 who progress to the maximum step on that grid will not receive any further increases until a newly negotiated grid exceeds the salary they are receiving.
4. Physiotherapists and Occupational Therapists will work seven (7) hours each day and will have their salaries increased accordingly. They will be placed on the salary grid in LH.11.6 and will continue to progress through the grid where applicable. For clarity, the proration of the current salary shall not exceed the maximum step on the salary grid.
5. Members hired after ratification will be placed on the appropriate step on the salary grid in LH.11.0 based on the calculation in Article LH.2.0. For further clarity, members in category PS1 and School Social Workers (MSW) will be placed on the salary grid in LH.11.6 and not in Appendix B.
6. For members hired prior to ratification, where a Member is approved to change salary categories because of receiving additional qualifications, such Member shall receive a salary adjustment effective on the date when proof of the new qualifications is received and verified by the Employer.

Letter of Understanding # 4

Between

The York Region District School Board (“the Board”)

And

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 – Professional
Support Services Personnel (“PSSP”)

Re: Retirement Gratuities

As per the Putting Students First Act, 2012 (PSFA), the parties agree that for eligible staff (those hired prior to August 31, 2012 who meet the qualifying criteria), any retirement gratuity is frozen at the amount accumulated as of August 31, 2012.

The parties also agree that the criteria for eligibility and calculation of such retirement gratuities have been agreed to in a separate agreement, (“Letter of Understanding-Eligibility and Calculations of Retirement Gratuities”) and that any disputes arising out of the Letter of Understanding-Eligibility and Calculations of Retirement Gratuities are grievable and arbitrable under this collective agreement.

Letter of Understanding # 5

Between
The York Region District School Board (“the Board”)
And
The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 – Professional Support
Services Personnel (“PSSP”)

Re: CPD Hours of Work

It is understood that, due to the nature of their work, CPDs may be requested by their Supervisor to work beyond the normal scheduled work day to attend or participate in activities directly associated with a Members' regular work. It is also understood that such requests may occur more frequently than other PSSP Job Classes.

Articles L.H.4.2 and L.H.5.0 continue to apply as it relates to mutually agreed upon flexible time and the accumulation of lieu time.

This Letter of Agreement expires on August 30, 2026

Letter of Intent #1

Between

The York Region District School Board (“the Board”)

And

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 – Professional
Support Services Personnel (“PSSP”)

Re: Temporary/Casual Employees

The Employer shall provide the Union with the names of any employee who was contracted to provide coverage in an OSSTF-PSSP position on a casual basis for less than twelve (12) consecutive days. This list shall be provided in November, March and June.

This letter of intent expires on August 30, 2026

Letter of Intent #2

Between

The York Region District School Board (“the Board”)

And

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 – Professional
Support Services Personnel (“PSSP”)

Re: Psychoeducational Consultants

1. General

2. Psychologist/Psychological Associate positions may be filled on a short-term basis with individuals who are in the process of completing the registration requirements of the College of Psychology. A non-registered member filling a Psychologist/Psychological Associate vacancy shall be classified as a Psychoeducational Consultant.
3. Psychoeducational Consultants shall be covered by all terms of the Collective Agreement, with the exception of Articles LF7.0-LF9.0, which may be granted at the discretion of the Employer.
4. The supervision of the Psychoeducational Consultant will be the responsibility of staff who are not employees of the OSSTF PSSP bargaining unit.
5. The contract term of a Psychoeducational Consultant position shall be for seventy (70) months, subject to an extension of an additional twelve (12) months as described below (“Term”).

2.0 Permanent Employment Status

1. Notwithstanding article L.C.1.1.2, in order to be considered for permanent employment status, a Psychoeducational Consultant must satisfy the licensing requirements and register with the College of Psychology, and provide the Employer with documentation confirming such, within seventy (70) months from the date of hire (calculated based on a 10.5 month work year). An extension of up to twelve (12) months may be granted subject to mutual agreement between OSSTF PSSP and the Employer. Such extension may be considered when the registration process is delayed due to exceptional circumstances.
2. An employee who satisfies the requirements under this Letter of Intent shall have their title changed from Psychoeducational Consultant to Psychologist/Psychological Associate, and will become a permanent member subject to the terms and conditions of the Collective Agreement.
3. Notwithstanding article L.E.1.13, seniority as a permanent Bargaining Unit member shall be calculated as the date of hire with the Employer as a Psychoeducational Consultant. The remaining terms of Article L.E.1.13 shall be deemed to have been met.

3.0 Non-Satisfaction of Requirements

1. An employee who does not satisfy the requirements under this Letter of Intent shall, at the conclusion of the Term, conclude their assignment as a Psychoeducational Consultant and cease to be employed by the Board with no further entitlements owing under this Collective Agreement or by law.

Letter of Intent #3

Between

The York Region District School Board (“the Board”)

And

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 – Professional Support

Services Personnel (“PSSP”)

Re: Hybrid Work for PSSP Members

While maintaining our priority of service excellence in support of our students and schools, the Employer recognizes that PSSP members perform a percentage of tasks that can be done outside of YRDSB worksite(s).

In recognition of the professionalism and varied demands of PSSP members, the Employer agrees to provide members with opportunities to Hybrid Work in alignment with the (YRDSB) Hybrid Working Model Update (Board Memo - April 6, 2023) and the guidelines outlined below:

- 10 (ten) maximum Hybrid Workdays for PSSP members to a maximum of 1 day per month with no carry over from month to month or days being taken consecutively;
- Additionally, 5 (five) PA days where members can Hybrid Work, which will include, in alignment with both Board and Ministry approved calendars:
 - Compliance Day Training, typically the first PA Day of the school year;
 - the last PA Day of the school year; and
 - 3 (three) additional PA days
- Hybrid Workday requests can be made in half (3.5 hours) or full day (7 hours) increments (with the exception of the approved full day PA days);
- Hybrid Workdays will not be granted prior to a long weekend, or school calendar holiday, unless mutually agreed to by the member and immediate Supervisor;
- Members will reflect approved Hybrid Workdays in their Outlook Calendar that has been shared with their immediate Supervisor;
- Meetings/services will not be declined or rescheduled to facilitate Hybrid Workdays;
- Commuting is not work time - travel time (outside of a lunch hour) will need to be added to a member’s workday;
- All the conditions outlined in the YRDSB Hybrid Working Model Guidelines apply;

- Members will continue to support professional learning on PA days that they are not approved for a Hybrid Workday;
- Ongoing monitoring and reviewing of metrics, data and Board partnerships or contractual obligations will continue as per Management/Supervisor duties.

Process for Making a Pre-Approved Hybrid Workday Request

- Request should be made in writing (email) for Hybrid Workday; preferably a minimum of 4 (four) days prior to day being requested;
- Supervisor will respond, within 2 (two) days, in writing with approval and will indicate if a Hybrid Workday is approved (approval shall not be unreasonably denied);
- Please use email subject line: “Request for Hybrid Workday” and mark as a priority request.

Staff should assume that all urgent or emergency requests will supersede pre-approved Hybrid Workdays and Supervisor may call the members in for on-site request(s).

The Bargaining Unit will be informed prior to any changes to April 6, 2023, memo-YRDSB Hybrid Working Model guidelines.

Expires August 30, 2026

Letter of Intent #4

Between

The York Region District School Board (“the Board”)

and

The Ontario Secondary School Teachers’ Federation (“OSSTF”), District 16 – Professional Support

Services Personnel (“PSSP”)

Re: Memo Work Space

A Memo letter will be sent out by the Superintendent of Student Services at the beginning of each school year outlining recommendations for work space in each school for bargaining unit Members, for the purposes of carrying out confidential job related duties. Such recommendations to be jointly developed by the Superintendent of Student Services and the Bargaining Unit President or designate. If the recommendations cannot be implemented and a solution is not forthcoming after consultation between the Principal/Vice-Principal and the Member, then the bargaining unit Member will inform their Manager and the Bargaining Unit.

Collective Agreement

Between

York Region District School Board

And

Ontario Secondary School Teachers' Federation

Professional Student Services Personnel

District 16

For September 1, 2022 to August 31, 2026

The attached agreement has been negotiated by a joint committee of the Negotiating Committee of the Ontario Secondary School Teachers' Federation Professional Student Services Personnel District 16 and the Negotiating Committee of the York Region District School Board. The terms of the Agreement shall be from September 1, 2022 to August 31, 2026.

For PSSP District 16,

Andrea Visconti

Andrea Visconti,
Chief Negotiator

Charlotte Thompson

Charlotte Thompson,
President, PSSP District 16

For the Board,

Wendy Howes

Wendy Howes,
Coordinating Superintendent, Student Services
& Well-Being

Rosemarie Cameron

Rosemarie Cameron,
Senior Manager, Human Resource Services