

Collective Agreement

Between

Ontario Public Service Employees Union on
behalf of its Local 514

and

York Region District School Board

DURATION: September 1, 2022 -August 31, 2026



SECTOR 3
5-514-10276-20190831-3

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OCEW – PART A: CENTRAL TERMS

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

C1.1 SEPARATE CENTRAL AND LOCAL TERMS

The collective agreement shall consist of Central Terms and Local Terms.

C1.2 Implementation

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

The parties to the collective agreement are the school board and the bargaining agent. If applicable, Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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 Single Collective Agreement

The Central and Local Terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

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.

C2.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C2.4 Term of Letters of Understanding

All Central Letters of Understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated herein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C2.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, 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.

C2.6 Notice to Bargain

- a. Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- 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 the Local Terms 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) and the Employee Bargaining Agency, the Ontario Council of Educational Workers (OCEW).

The Ontario Council of Educational Workers (OCEW) refers to the designated Employee Bargaining Agency pursuant to subsection 20 (2) of the *Act* for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The OCEW is composed of:

1. COPE Ontario and its Locals 103, 429, 454, 527 and 529.
2. Essex and Kent Counties Skilled Trades Council.
3. Labourers’ International Union of North America, Local 837.
4. Maintenance and Construction Skilled Trades Council.
5. Ontario Public Service Employees Union.
6. Unifor

The Council of Trustees’ Associations (CTA) 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 OCEW is the designated employee bargaining agency. The CTA is composed of:

1. ACÉPO, which refers to l’Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.
2. AFOCSC, which refers to l’Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
3. OCSTA, which refers to the Ontario Catholic School Trustees’ Association as the designated bargaining agency for every English-language Catholic district school board.

4. OPSBA, which 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

C3.6 "School Board" (also referred to as "Board" or "Employer") shall have the same meaning as in the *School Boards Collective Bargaining Act, 2014*.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA and OCEW 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 up to six (6) representatives from OCEW and up to six (6) representatives from the CTA. The parties agree that the Crown may attend meetings.

C4.6 OCEW and CTA 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

- a) 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.
- b) The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Ontario Council of Educational Workers (OCEW).
- c) The “Local Parties” shall be defined as the parties to the collective agreement.
- d) “Days” shall mean regular school days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of four (4) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and six (6) representatives from the OCEW.
- b) The Committee shall meet at the request of one of the Central Parties. The Committee may meet in person, by tele or video conference or in any other manner agreeable to the committee.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the Central Parties.
 - ii. To participate in voluntary mediation
 - iii. To intervene in any matter referred to arbitration.
- e) 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.
- f) 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.
- g) Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.

- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A Central Party shall refer the grievance forthwith to the CDRC 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.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee acting by consensus, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other Central Party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the Central Parties.
- f) All timelines are directory and may be extended by mutual consent of the parties.

C5.5 Voluntary mediation:

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) 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.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator:

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) The Central Parties may refer multiple grievances to a single arbitrator.
- d) 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.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.7 The arbitrator shall have all of the powers provided to arbitrators under the *Labour Relations Act* and under section 43 of the *School Boards Collective Bargaining Act, 2014* and the authority to order a remedy which the arbitrator considers just and reasonable.

C6.00 WORK YEAR

The fulltime work year for all employees employed in EA and ECE job classes shall be a

minimum of 194 work days to correspond with the school year calendar.

C7.00 SPECIALIZED RECRUITMENT AND RETENTION

The following language applies to a particular position that requires a post-secondary training, licensing, and is not funded on a provincial grid. It also includes a position in the information technology sector requiring specialized skills.

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local parties.

C8.00 BENEFITS

The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date". For employees who joined the OCEW Benefits Plan, the Participation Date was June 1, 2018. For employees who joined the Unifor Benefits Plan, the Participate Date was November 1, 2018.

C8.1 Eligibility and Coverage

- a) The OECTA ELHT will maintain eligibility for OCEW and Unifor represented employees who are currently eligible for benefits, and any newly eligible employee covered by the local terms of the applicable collective agreement ("OCEW represented employees").
- b) Retirees who were previously represented by OCEW or Unifor, who were, and still are members of a board benefit plan as at the participation date are eligible to receive benefits through the ELHT with funding based on prior arrangements. Retirees will be eligible to transition from Board run benefits plans into segregated plans administered by the OECTA ELHT, subject to a Board's right to opt out, in accordance with Letter of Agreement #14.
- c) No individuals who retire after the Participation Date are eligible for benefits.
- d) Notwithstanding b) and c):
 - i. applicable Windsor Essex Catholic District School Boards' Unifor employees and retirees will be administered in accordance with the Minutes of Settlement signed by Unifor and the Crown on November 17, 2016;
 - ii. applicable Greater Essex County District School Boards' Skilled Trades employees and retirees will be administered in accordance with the Minutes of Settlement signed by the school board, the members of the Skilled Trades Council, and the Crown on February 7, 2019; and

- iii. Nothing in this agreement shall be construed as altering the fundamental obligations assumed by any party to the Minutes of Settlement referenced in i. or ii above.

C8.2 Funding

Funding related to the ELHT Benefit Plan(s) will be based on the following:

- a) Funding to the current OCEW rate (\$5,655.44 per FTE) and Unifor rate (\$5,696.68) are as follows:

Date	Percent increase	OCEW Rate	Unifor Rate
September 1, 2022	1%	\$5712.00	\$5753.65
September 1, 2023	1%	\$5769.12	\$5811.19
September 1, 2024	1%	\$5826.82	\$5869.30
September 1, 2025	1%	\$5885.08	\$5927.99
August 31, 2026	4%	\$6120.48	\$6165.11

C8.3 Cost Sharing

- a) The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the ELHT, maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- b) Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C8.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will 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 benefits contributions will 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 board to the OECTA ELHT’s administrator based on estimates FTE shall 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 OECTA ELHT in a lump sum on a board by board basis.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OECTA ELHT, the dispute shall be resolved between the board and the local union represented by OCEW. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.
- e) For the purposes of section 7.3(b) of the OECTA ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OCEW will reimburse the school board for benefits contributions made by a school board to the OECTA ELHT during a period of strike or lockout resulting in OCEW 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 OCEW 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 OCEW education workers at the school board.

C8.5 Pay in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.
- b) For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.
- c) New hires after the Participation Date who are eligible for benefits through the OECTA ELHT are not eligible for pay in lieu of benefits.

C8.6 Privacy

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

C8.7 Benefits Committee

A benefits committee comprised of the employee representatives and the employer representative, including the Crown, will convene upon request to address all matters that may arise in the delivery of the OCEW benefits plan.

C9.00 STATUTORY LEAVES OF ABSENCE/SEB

C9.1 Family Medical Leave or Critical Illness Leave

- i. Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- ii. The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- iii. 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.
- iv. Seniority and experience continue to accrue during such leave(s).
- v. 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.
- vi. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with C9.2, 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.

C9.2 Supplemental Employment Benefits (SEB)

- i. 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.
- ii. 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.

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

C10.00 SICK LEAVE

C10.1 Sick Leave/Short Term Leave and Disability Plan – Employees (excluding casual and term employees)

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 emergencies. Appointments shall be scheduled outside of working hours, where possible.

b) Sick Leave Days

Subject to paragraphs C10.1 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 C10.1 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 C10.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C10.1 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 C10.1(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 his/her full FTE without absence due to illness.
- iv. For the purpose of iii) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that

had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

- v. 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 his/her 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, but will instead be deducted from the new allocation once provided. 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.
- vi. Where any employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an unused sick/short term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- vii. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

f) 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%.

g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment

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

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

h) Administration

- i. The Board may require and the employee shall provide medical confirmation of illness or injury to substantiate access to sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- v. The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

i) Proof of Illness

1. A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is required to be provided by the Employee for absences of five (5) consecutive working days or longer.
2. Where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Benefit Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion

will occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

3. In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

j) 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:

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.

If the Employee/Plan Member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease. The Employee/Plan Member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an Employee/Plan Member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

C11.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an Employee is required through direction by the Board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with Board professional staff.

APPENDIX A – RETIREMENT GRATUITIES

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) 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.
- b) 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,
 - i. 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
 - ii. the Employee's salary as of August 31, 2012.
- c) 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).
- d) 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.
- e) For the purposes of the following Boards, 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 10 years of service with the Board:
 - a. Hamilton-Wentworth District School Board
 - b. Hamilton-Wentworth Catholic District School Board

APPENDIX B – ABILITIES FORM

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

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

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

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.

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

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

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of Hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Left Hand</td> <td style="width: 50%; border: none;">Right Hand</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Gripping</td> <td style="border: none;"><input type="checkbox"/> Gripping</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Pinching</td> <td style="border: none;"><input type="checkbox"/> Pinching</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

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

2B: COGNITIVE (<i>please complete all that is applicable</i>)
--

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*)

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do)** for all medical conditions:

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> Fewer than 6 <input type="checkbox"/> 6 - 10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days <input type="checkbox"/> Permanently	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy

Is patient on an active treatment plan?: Yes No

Has a referral to another Health Care Professional been made?
 Yes (optional - please specify): _____ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider? Yes No

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. **Should the absence continue, updated medical information may be requested after the date of the follow up appointment indicated in section 4.**

4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Job Security

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a) A catastrophic or unforeseeable event or circumstance;
 - b) Declining enrolment;
 - c) Funding reductions directly related to services provided by bargaining unit members; or
 - d) School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. 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 amount of such funding reductions, and
 - c) In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a) The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b) Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
 - c) Once the FTE number has been established in accordance with this paragraph 3, the local parties shall jointly report the number to the Central Labour Relations Committee.

4. Reductions as may be required in 1. 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).

5. The above language does not allow trade-offs between the classifications outlined below:
 - a) Educational Assistants/CYWs
 - b) ECEs/ DECEs
 - c) Office/Clerical
 - d) Custodians/Cleaners
 - e) Maintenance/ Construction Trades
 - f) Instructors
 - g) Professionals (including Speech Pathologists)
 - h) Information Technology Staff
 - i) Library Technicians
 - j) Central Administration
 - k) Media Specialists

6. Any and all existing local collective agreement job security provisions remain.

7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.

8. This Letter of Understanding expires on August 30, 2026.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Professional Activity Day

The parties agree that if the Ministry of Education declares a change in the number of PA Days the following will apply:

There will be no loss of pay for OCEW members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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.

- a. Responsibility for payment for medical documents.
- b. Sick leave deduction for absences of partial days.

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

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

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 OCEW members, nor diminish their hours of work.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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. For further clarity, if language exists, the following items are to be retained as written in local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Long-Term Disability
2. Hours of Work, excluding scheduling
3. Work Week, excluding scheduling
4. Work Year, excluding scheduling (other than those contained herein)
5. Preparation and planning for all staff whose core duties are directly related to student/learner instruction
6. Staffing levels
7. Paid Vacation and Holidays including Statutory Holiday
8. Weekly Indemnity
9. Paid Education Leave
10. WSIB Top up
11. Technical Training Fund
12. Long Service Pay
13. OMERS
14. Allowances/Premiums
15. Supply Custodian Language
16. Women's Advocacy Training
17. Licencing
18. Compassionate Leave
19. Personal Days
20. Deferred Salary Leave Plan
21. Job Security
22. Employee Assistance Plan
23. Sick Leave to establish E.I. Maternity Benefits

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Ministry Initiatives

The Provincial Committee on Ministry Initiatives provides advice to the Ministry of Education, on new or existing ministry initiatives/strategies to support improvement to achievement and well-being of all learners. The Crown may convene a meeting of this committee to discuss such initiatives.

OCEW will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2026.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Professional Development

The parties acknowledge the important skills and expertise that Educational Workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local School Boards specifically to provide professional development to Employees covered by this collective agreement, local School Boards shall consult with local Union representatives prior to finalizing and delivering the funded professional development.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Provincial Working Group - Health and Safety

The parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

OCEW has advised that it will raise issues regarding the online reporting tool for violent incidents at the Provincial Working Group – Health and Safety.

The purpose of the working group is to consider areas related to health and safety in order of continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

LETTER OF AGREEMENT #10

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Status Quo Central Items and Items requiring Amendment and Incorporation

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) The use of "they/them" pronouns in this LOA is not intended to change any entitlements and only reflects an intention for gender neutrality.
- b) "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
- c) "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) Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, 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 their regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) The Employee must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- d) Permanent employees and employees in term assignments not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- e) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- f) 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.
- g) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment, whichever is less.
- h) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) 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.
- k) Casual employees have no entitlement to the benefits outlined in this article.

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 their 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, 17 weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional 11 weeks at 90%.

2. Statutory/Public Holidays

School boards shall ensure that within their local collective agreement terms, Family Day is included as a statutory/public holiday.

3. 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 2019-2022 collective agreement. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-22 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. Provisions related to this article remain status quo in accordance with terms and conditions with collective agreements from August 31st, 2014.

4. 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 and including modifications made during local bargaining if any, 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 5 days per school year. For clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 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 or modifications made during local bargaining if any that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2019-22 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.

5. 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]*

6. Sick Leave to Bridge Long Term Disability Waiting Period

Boards which have Long Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the Employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the Employee was required to wait more than 131 days before being eligible for benefits under a Long-Term Disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

7. Benefits

Subject to provisions in this agreement, the Parties agree that since all active eligible employees have now transitioned to the Ontario English Catholic Teachers Association (OECTA) ELHT that 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.

LETTER OF AGREEMENT #11

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Short Term Paid Leave

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
 - a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - b. Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

LETTER OF AGREEMENT #12

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Learning and Services Continuity and Absenteeism 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 absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of OCEW 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 absenteeism 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 #13

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Bereavement Leave

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C.3.3.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF AGREEMENT #14

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Domestic and Sexual Violence Leave

The parties acknowledge the availability of leaves of absence for eligible OCEW members under Part XIV of the *Employment Standards Act, 2000*.

In particular, the parties acknowledge the availability of Domestic and Sexual Violence leave for OCEW members, subject to the eligibility requirements under the *Employment Standards Act, 2000*, as amended from time to time.

Local parties may discuss how they can support employees who are affected by domestic and/or sexual violence.

LETTER OF AGREEMENT #15

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Workplace Violence

The parties acknowledge that the *Occupational Health and Safety Act* requires that school boards and supervisors 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.

Within sixty (60) days following the date of ratification of the central terms, 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.

PART B: LOCAL TERMS

ARTICLE 1 - SCOPE & RECOGNITION

- 1.1 The general purpose of this Agreement is to establish and maintain the collective bargaining relations between the Employer and its Employees represented by the Union and to establish and maintain matters covering working conditions and rates of pay and to provide procedures for the prompt and equitable disposition of grievances. This Agreement constitutes the entirety of the agreement between the parties.
- 1.2 "Employer" means the York Region District School Board.
- 1.3 "Union" means the Ontario Public Service Employees Union, Local 514.
- 1.4 Employee, or Instructor, means an Employee of the Employer included in the bargaining unit defined in Article 1.5.
- 1.5 The Bargaining Unit of OPSEU Local 514 is defined as all persons employed by the Employer in the Regional Municipality of York in the Language Instruction for Newcomers to Canada (LINC), the Adult non-credit English as Second Language (ESL) and the Citizenship Instruction programs, as an Instructors, Assessors and other program resource support positions of Adult non-credit Continuing Education Programs within/or related to LINC, ESL and Citizenship Instruction, save and except supervisors, persons above the rank of supervisor, and persons covered by subsisting Collective Agreements in the Regional Municipality of York.
- 1.6 The following position titles will be included in this agreement:
- Adult ESL Instructor (Day, Evening and Weekend)
 - LINC Instructor - Day
 - Citizenship Instructor (Day, Evening and Weekend)
 - PBLA Coach(es)
 - Pathways Coach(es)
 - Assessor/Librarian
 - Adult ESL Instructor – Summer
 - Citizenship Instructor – Summer

ARTICLE 2 - DEFINITIONS

- 2.1 For the purposes of benefits, a full-time Employee, as defined in 1.6, means an Employee who is regularly scheduled to work fifteen (15) hours or more per week during the academic year, and Summer where applicable for Assessor/Librarian and Coaches. This would exclude Daily Supply Instructors.

For the purposes of sick leave, a full-time Employee, as defined in 1.6, means an Employee who is regularly scheduled to work thirty (30) hours or more per week during the academic year, and Summer where applicable. This would exclude Daily Supply Instructors.

- 2.2 Part-time Employee means an Employee, as defined in 1.6 who is regularly scheduled to work less than fifteen (15) hours per week during the academic year, and Summer where applicable for Assessor/Librarian and Coaches. This would exclude Daily Supply Instructors.
- 2.3 Daily Supply Instructor means an Instructor who shall work only when called in by the Employer, or a representative of the Employer, at the discretion of the Employer. Daily Supply Instructors shall only be the subject to the Articles listed in Appendix 1 - Supply Instructors.
- 2.4 "Long Term Supply Instructor" shall be defined as a Supply Instructor who fills a vacancy due to the temporary prescheduled absence of a Permanent Instructor that is expected to be in excess of thirty (30) consecutive days of the absent Instructor's instructional days. The temporary vacancy will be filled in line with the Employer's process for assigning Supply Instructors.

The term "Long Term Supply Instructor" is understood to reference:

- a) A Daily Supply Instructor in a Long Term Supply Assignment; or
- b) A Permanent Instructor in a Long Term Assignment.

Long Term Supply Instructors shall only be subject to the Articles listed in Appendix 1 – Daily Supply Instructors.

- 2.5 Supervisor or "Immediate Supervisor", when used in this Collective Agreement, shall refer to the first supervisory level excluded from the bargaining unit as identified by the Employer.
- 2.6 "Position" shall refer to any permanent ESL/LINC/Citizenship instruction class assignment covered by this Collective Agreement (e.g. Morning, afternoon, evening, weekend, summer or all day.)
- 2.7 "Vacancy" is a new or existing complement position to which no permanent Instructor has been assigned.
- 2.8 Within the terms of this agreement "instructional day" shall be defined as a day that the Employer's operations are open and includes any day of the week Monday to Sunday, Statutory Holidays excluded.
- 2.9 "Summer School" shall refer to a class assignment that is held during the month(s) after the conclusion of the second semester that is separate and distinct from classes held during the regular school year and shall have a clearly defined start and end date.

2.10 **PORTFOLIO BASED LANGUAGE ASSESSMENT PREPARATION TIME (PBLA)**

Subject to Provincial funding and in alignment with Portfolio Based Language Assessment Practice Guidelines (PBLA), will be administered in the following manner:

- a) Employees covered under this Collective Agreement will be provided PBLA time in alignment with Ministry PBLA guidelines.
- b) PBLA time will be taken at the end of the class.
- c) During PBLA time learners may leave the class, but the Instructor must remain in the class available to learners as required.

ARTICLE 3 - NO STRIKES OR LOCKOUTS

- 3.1 There shall be no strike or lockout during the term of this Collective Agreement or of any renewal of this Collective Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 The Employer and the Union agree that there shall be no discrimination against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability (all items as defined in the Ontario Human Rights Code), and union membership or non-union membership.
- 4.2 The Employer agrees to follow their policy and procedure on Code-Related Harassment and Discrimination.
- 4.3 The Employer recognizes its obligation to adhere to their policies, procedures and guidelines around harassment and discrimination in the workplace. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.
- 4.4 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, harassment or reprisals against a member based on conducting any reasonable OPSEU business.

ARTICLE 5 - HEALTH AND SAFETY

- 5.1 The Health and Safety of its Employees and Adult Learners is a matter of paramount importance to the Employer. In recognition of that fact, and consistent with the *Occupational Health and Safety Act*, the Employer shall take all reasonable precautions to protect the health and safety of its Employees and Students.
- 5.2 The Employer recognizes its obligation to provide a safe, healthy and secure environment for Employees and to carry out all duties and obligations under the Occupational Health and Safety Act (OHSA) and its accompanying Regulations, and in accordance with the Employer's Caring and Safe School Policy.

ARTICLE 6 - RESERVATION OF EMPLOYER'S RIGHTS

- 6.1 The Union recognizes that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency and, to make, alter, and enforce regulations, policies, procedures and practices to be observed by its Employees, including the obligation to participate in medical testing.
 - b) Operate and manage its business, direct the working forces, including the right to select, hire, discipline and discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, and suspend Employees.
 - c) Plan, direct and control the operations of the workplace, and without restricting the generality of the foregoing, to introduce new methods, facilities, and equipment; to determine the number of Employees to be employed, the work schedules, and the location of all facilities and equipment.
 - d) It is understood and agreed that all residual rights remain the exclusive purview of the Employer
 - e) Unless otherwise provided for in this Collective Agreement, the Employer shall not discipline or discharge an Employee without just cause.

ARTICLE 7 - UNION DUES

- 7.1 The Employer shall deduct from each Employee's pay period an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer will deduct Union dues from any retroactive wage payments. The Employer agrees that it will remit the total amount of such deduction to the address specified by the Union, not later than the fifteenth (15th) day of each month following the month the deductions were made. The remittance shall be accompanied by a list of names of Employees for whom deductions have been made.

- 7.2 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer by the Union.
- 7.3 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any Employee or group of Employees arising out of the deduction of Union dues as herein provided.
- 7.4 At the Union's written request, the Employer will provide to the Union President, an electronic report of all active members which may include the following fields:

Employee ID Number

Employee Name

Address

Phone Number

Hire Date/Seniority Date

Work Location

Position

This electronic report may be requested by the Union once per semester and the Board shall provide the electronic report in a timely manner.

The Board will inform the Union President of all new hires to the bargaining unit on an on-going basis.

ARTICLE 8 - UNION REPRESENTATION

- 8.1 At all negotiation meetings for the renewal of this Agreement, the Union will be represented by a Negotiating Committee composed of three (3) members plus the president of the Bargaining Unit.
- 8.2 The Union shall notify the Employer, in writing, as to the members of its Union Executive, Negotiating Committee, or other Committees, and Stewards as applicable. The parties agree that such individuals will be active Employees of the Employer.
- 8.3 Members of the Bargaining Committee who attend negotiation meetings with the Employer shall be entitled to receive six (6) hours for each day (or portion thereof) spent attending such meetings. A maximum of three (3) members plus the president of the Union local under this Article shall also be granted up to three (3) days' time off with pay and no loss of credits

to attend Union bargaining team caucus sessions held prior to such negotiations, conciliation or mediation related to bargaining. The Employer shall invoice OPSEU directly for reimbursement of wages.

- 8.4 The Employer recognizes the right of the Union to appoint up to six (6) members of the Bargaining Unit as Stewards. These Stewards will reflect the operational structure of the York Region District School Board's Adult Non-Credit ESL, LINC and Citizenship instruction programs.

It is clearly understood that Stewards will not unreasonably absent themselves from their regular duties in order to deal with the grievances of Employees or other Union business

- 8.5 An Employee who is required to attend a meeting for the purpose of discussing a matter which may, in the belief of the Employer, result in disciplinary action being taken against the Employee, the Employee shall be made aware of the nature of the meeting, and the Employee's right to Union representation in advance of the meeting. The Union will also be made aware in advance of the meeting and be present at these meetings.
- 8.6 a) Upon written request by the Union given not less than ten (10) calendar days in advance to the Employer, the Employer will grant leave of absence without pay, but without loss of seniority to the Employees named in such request to absent themselves to attend Union conventions, conferences, educational seminars, or local business of the Local Union. Time off shall be subject to the operational needs of the Employer. Such absence shall not be unreasonably denied. The total time off not to exceed more than twenty (20) scheduled work days for the Bargaining Unit per Agreement year.
- b) A work day is defined as the individual attendee's regularly scheduled work day. During such leave, the Employer shall pay to the Employee their regular wages and benefits and bill the cost of such to the Union for reimbursement a minimum of twice annually. No requests shall result in any one Employee having an excessive amount of time off in a school year. The absence of a Steward from their normal duties shall be subject to the operational needs of the Employer. Such absence shall not be unreasonably denied.

8.7 OPSEU Provincial Position Leave

- a) When an Employee is elected as the OPSEU President or Vice-President/Treasurer, the Union will, immediately following such election, advise the Employer in writing of the name of the Employee so elected. An unpaid leave of absence of up to a maximum of two (2) years without loss of seniority shall be granted to the elected Employee.
- b) When an Employee is elected or appointed as an OPSEU Provincial Executive Board Member or Executive Officer, or chosen as a Membership Development Trainee, such Employee shall be granted an unpaid leave of absence up to a maximum of two (2) years without loss of seniority.

- c) Upon request by the Union, confirmed in writing, and with a minimum of ten (10) days' notice, unpaid leave of absence will be granted to elected members of Provincial Committees of the Union for the purpose of meeting and conference attendance. Such approval is subject to operational needs but will not be unreasonably denied.

ARTICLE 9 - EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

- 9.1 It is agreed that a joint committee will be established with up to three (3) representatives of the Union and up to three (3) representatives of the Employer.
- 9.2 The Employer/Employee Relations Committee shall meet every other month, or as agreed upon otherwise, to discuss matters of concern. Meetings shall commence during the regular business hours of the Employer and shall result in no loss of pay or seniority for the members in attendance up to a maximum of two (2) hours per meeting. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall alternate between a Union member and an Employer member.
- 9.3 All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Superintendent responsible for Human Resource Services, or designate, and the Local President.
- 9.4 The parties agree that there will be PD Days. The number of PD days will be determined by the funder.

There will be no loss of pay for OCEW members, including supply instructors in a long term supply position (excluding daily supply instructors) as a result of the implementation of these PD days.

ARTICLE 10-GRIEVANCE PROCESS

10.1 Procedure

Should any difference, (hereinafter called a "grievance") arise between the Employer and an Employee as to the interpretation, application, administration or alleged violation of this Agreement, an effort to settle such grievance without undue delay shall be made. It is understood that an Employee has no grievance until the Employee has first given the Employee's immediate Supervisor an opportunity to address the complaint. The following procedure shall be adhered to in processing grievances:

10.2 Step 1

The Union must present the written grievance to the Employee's immediate supervisor, within ten (10) instructional days after the circumstances which gave rise to the concern which came, or ought to have come, to the attention of the grievor. Either party can request that a meeting take place prior to a reply being given at Step 1. The Supervisor shall respond in writing within

five (5) instructional days after receipt of the grievance. Submission of and responses to grievances may be provided electronically.

10.3 Step 2

If the grievance is not resolved at Step 1 and the Union wishes to move the matter forward, the Union must submit a written request to the Superintendent responsible, or designate. The request to move to the next step must be submitted within five (5) instructional days of receipt of the Employer's written response (Step 1). The Superintendent responsible, or designate, shall convene a meeting with the appropriate Employer officials, the grieving Employee, and the Employee's Steward, within fifteen (15) instructional days following the receipt of the request. A reply in writing within five (5) instructional days of the grievance meeting will be provided by the Employer. Failing satisfactory resolution, the grievance may be moved to arbitration in line with Article 11.

10.4 Group Grievances

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, signed by each grievor. Such a grievance will only be possible where the remedy sought is identical.

The group grievances would then follow the grievance steps as outlined in 10.2 and 10.3.

10.5 Policy Grievances

The Union may submit a policy grievance which is distinguishable from the grievance of any individual Employee and which concerns the Union itself and alleges a violation of this agreement. Such a grievance may be presented in writing to the Superintendent responsible within ten (10) instructional days after the alleged violation of this agreement. If the grievance is not settled within ten (10) instructional days it may then be referred to arbitration under the provisions of this Collective Agreement and Article 11.

10.6 **Time Limits**

The time limits specified in Articles 10.1 through 10.5 may be extended by mutual agreement between the Parties, in writing. Where there is not mutual agreement, the timelines remain in effect and are binding.

10.7 **Definition of instructional day**

Within the terms of Articles 10 and 11, instructional day shall be defined as only week days where the Employer's operations are open.

ARTICLE 11 - ARBITRATION

- 11.1 Both Parties to this Agreement agree that any grievance which has not been settled may be referred to Arbitration in accordance with the terms of this agreement.
- 11.2 The Party desiring arbitration must send a notice of intention to proceed to arbitration to the other party within ten (10) instructional days of a decision being issued at Step 2, or in the case of a policy grievance, from the date the decision was issued. The Arbitrator will be selected by mutual agreement of the parties within thirty (30) instructional days.
- 11.3 Each of the Parties to this Agreement will equally bear the remuneration and expenses of the Arbitrator.
- 11.4 The decision of the Arbitrator shall be final and binding upon the Parties.
- 11.5 The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement. The jurisdiction of the Arbitrator shall be strictly confined to dealing with the issue in dispute between the Parties as outlined in the grievance.

ARTICLE 12 - DISCHARGE

- 12.1 Should the Employer deem it necessary to discharge an Employee, where possible, it shall be done in the presence of a Union Steward.
- 12.2 An Employee who claims that they have been discharged without just cause may grieve such discharge at Step 2 of the grievance procedure. Such a written statement of grievance must be lodged with the Superintendent responsible, or their designate, within five (5) instructional days from the discharge that is the subject of the grievance.

ARTICLE 13 - PROBATIONARY EMPLOYEES

- 13.1 It is understood that no grievance shall be submitted concerning the discharge, layoff or other form of disciplinary action of a Probationary Employee.

ARTICLE 14 - SENIORITY

- a) Seniority is defined as time worked in a permanent position described in the recognition clause of this Collective Agreement (Article 1.6).

Seniority is based on date of hire with YRDSB as an Employee defined in Article 1.6 and shall be calculated based on consecutive time worked in a permanent position.

Breaks between semesters and layoff due to class closures and authorized leaves shall not be considered as breaks in continuous service for the purpose of seniority calculation subject to lay-off and recall provisions in this Collective Agreement. During an approved voluntary leave (i.e. non-ESA leave), including leaves outside of the Bargaining Unit, seniority will not accrue.

- b) Seniority is used exclusively for the purposes of job postings, job assignments and layoffs.

A new Employee shall be on probation for a period not to exceed one semester (five (5) active months) and when an Employee proves satisfactory the Employee shall be confirmed in their position and their name shall be placed on the seniority list and their seniority shall date back to the commencement of their probationary period as a permanent Employee as defined in Article 1.6.

- c) The Employer will maintain a seniority list showing each Employee's name, job classification(s) and the date upon which the seniority commenced.

The seniority list will be revised and provided to the Union and Local President electronically on an annual basis.

Complaints about the accuracy of the seniority list will be considered within thirty (30) instructional days that the list is provided to the Union and the list shall be deemed to be accurate if no complaints or grievances are received within the said time limit of thirty (30) instructional days. Only changes made to the seniority list since the previous version will be considered. The parties agree that the seniority lists of June 27, 2013 are deemed to be accurate and that any changes to subsequent lists shall be made in accordance with this Article.

- d) If an Employee is absent from work due to personal illness or authorized job protected leave of absence (i.e., ESA Leave) the Employee shall not lose their seniority rights. If and when these Employees return to their OPSEU position, they would be placed back on the seniority list with their original OPSEU seniority date. The Employee shall not lose their seniority.

However, an Employee's seniority shall be lost, and their employment deemed to be terminated for any of the following reasons:

- Absent from work for three (3) consecutive working days without a valid reason,
- Absent from work without notifying Supervisor and/or designate.

- e) Retention & Accumulation of Seniority.

A Bargaining Unit Employee who accepts a position outside the Bargaining Unit for:

- i. A period equal to or less than twelve (12) months, or;
- ii. A specific term of appointment, including temporarily replacing an Employee outside the Bargaining Unit,

Shall retain but not accumulate seniority held at the time of position acceptance. In the event the Employee is returned to a position in the Bargaining Unit within the timelines set out in i) or ii) they shall be credited with the seniority held and shall resume the accumulation from the date of their return to the Bargaining Unit. The Employee will have deemed to have lost all seniority in the Bargaining Unit if they do not return to the Bargaining Unit in the timelines set out in i) or ii).

- f) It shall be the duty of the Employee to notify the Employer in writing to Human Resource Services within seven (7) days of any change of address or telephone number. If an Employee should fail to do this, the Employer will not be responsible for failure to reach such Employee and any notice sent by the Employer to the address of the Employee which appears on the Employers records, shall be conclusively deemed to have been received by the Employee.

ARTICLE 15 - LEAVES

15.1 Bereavement Leave

An Employee shall be granted three (3) consecutive days leave without loss of salary or wages in the event of the death of an Employee's parent, step-parent, spouse, sibling, child, step-child, spouse's child, mother-in-law, father-in-law, grandchild or grandparent. The above three (3) days may be split between days required for the funeral and days required for a memorial service or religious considerations.

- 15.2 An Employee shall be granted two (2) consecutive days leave without loss of salary or wages in the event of the death of an Employee's daughter-in-law, son-in-law, sister-in-law, brother-in-law. The above two (2) days may be split between one day required for the funeral and one day required for a memorial service or religious considerations.

15.3 Jury Duty/Subpoena

An Employee who is absent by reason of a summons to serve as a juror, or a subpoena as a crown witness shall be paid the difference between their normal earnings and the payment the Employee receives as a juror or a witness.

The Employee will provide proof of direction to service as a juror or crown witness; attendance and the amount of pay received.

15.4 Leave for personal reason

- a) An Employee may be granted a leave of absence without pay, without benefits and without loss of seniority up to sixty (60) calendar days if their written application is approved by the appropriate official of the Employer and is sent to the Employer's business office and, where possible, at least fifteen (15) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of any leave of absence will not be unreasonably denied, and will be confirmed in writing. An Employee must have accumulated at least one (1) year of seniority in order to qualify for a leave of absence as outlined in Section (a) of this Article. The Employee may apply in advance so long as the qualification would be met on or before the start of the leave.
- b) An Employee may be granted a leave of absence without pay, without benefits and without loss of seniority of greater than sixty (60) calendar days and up to but no longer than one (1) year if approved by the Director or their designate. An Employee requesting leave under this Article shall make the request in writing to the Superintendent responsible for Human Resource Services or their designate at least thirty (30) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of the leave of absence shall be confirmed in writing. An Employee must have accumulated at least two (2) years' seniority in order to qualify for a leave of absence as outlined in Section (b) of this Article. The Employee may apply in advance so long as the qualification would be met on or before the start of the leave.

An Employee granted a leave under Article 15.4 shall have their position guaranteed for up to one (1) year, provided the position continues to exist. If the position no longer exists, the Employer will provide a position equal in pay and classification if a vacancy exists, subject to other terms within this Agreement.

An Employee on leave may retain their membership in any benefit plan to which the Employee was registered, by paying full premiums applicable under a preauthorized plan where this arrangement is within the terms of the Employer's contract with the insurer. All leave requests and approvals must be in line with the Employer's leave process.

15.5 **Quarantine**

An Employee will be provided with an unpaid leave of absence when the Employee is quarantined or otherwise prevented by the Medical Officer of Health from attending upon their assigned duties, providing the Employee is not the person that is ill. Such quarantine notice must be provided to the Employer.

Where it can be established to the satisfaction of the Employer, that quarantine arises in and out of the course of their employment and is a direct result of exposure in the workplace, the leave will be with pay.

15.6 **Pregnancy, Parental and Adoption Leave**

The Board will continue to follow the regulations as outlined in the Employment Standards Act (ESA). An Employee who is on an approved ESA leave shall continue to accumulate seniority and service time during their leave.

- a) Leave of absence for pregnancy/parental reasons shall be granted as per the Employment Standards Act, 2000, as amended from time to time. The Employee requesting Pregnancy/Parental Leave shall advise their Supervisor of their intention to take leave as soon as possible, and shall arrange for the date on which said leave shall commence.
- b) Where an Employee officially or legally adopts a child, leave of absence (Parental Leave) shall be granted as set out in the Employment Standards Act, 2000.
- c) Employees taking a Pregnancy/Parental Leave will continue to accumulate seniority, and at the conclusion of the leave, shall be reinstated to the position the Employee most recently held at the same site, if it continues to exist, or to a comparable position, if it does not.
- d) Supplemental Employment Benefits: An Employee who is eligible for benefits pursuant to Article 16.1, and who is eligible to receive E.I. Pregnancy or Parental Benefits from Service Canada, and who is eligible to receive Pregnancy/Parental Leave under the *Employment Standards Act, 2000*, will receive, upon application, 100% of the Employee's full pay during the two (2) week waiting period before E.I. benefits commence. For the following three (3) weeks, the Employee's E.I. benefits will be supplemented to 100% of the Employee's full pay. During this five (5) week period there will be no deduction to the Employee's sick leave account. Such payments shall not be made if the Employee accessed the sick leave gratuity plan and/or the E.I. waiting period has been waived.
- e) Benefits: where an Employee is eligible for benefits pursuant to Article 16.1, the Employee shall maintain benefit coverage during Pregnancy, Parental or Adoption Leave.

15.7 Extension to Parental Leave

Upon request, an extension of up to one (1) year shall be granted to any Employee who is entitled to a Pregnancy/Parental Leave. Such extension would be limited to a combined total of two (2) years for such pregnancy, parental and extension leave.

Employees granted such leaves will continue to accumulate seniority. Upon return from an extended leave, the Employee will be reinstated to the position the Employee most recently held at the same site, if a vacancy exists, or to a comparable position if it does not.

15.8 Paternity Leave

Where a Seniority Employee is eligible for benefits pursuant to Article 16.1, the Employer shall grant the Seniority Employee a Paternity Leave of four (4) consecutive business days with full salary and benefits. Such days shall be charged to the Employee's sick leave account, and must be taken at the time when the child comes into the custody, care and control of the Employee for the first time.

15.9 The Employer shall provide leaves of absence in accordance with the requirements of the Employment Standards Act, 2000.

ARTICLE 16 - BENEFITS

16.1 Benefits

As stipulated in 2.1, Employees, as defined in 1.6 may be eligible for benefits coverage, as stipulated by the OCEW Benefit Trust provisions, which may be amended from time to time.

16.2 Sick Leave

For the purposes of sick leave allocation, a full-time week consists of 30.0 hours. Absences will be tracked and reported to Human Resource Services.

16.3 O.M.E.R.S./T.P.P.

The Employer and the Employee shall make the required contributions to the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) or Teacher's Pension Plan (T.P.P) on behalf of each eligible and participating Employee, according to the terms and conditions of each Plan.

ARTICLE 17 - VACATION PAY

17.1 It is understood and agreed that all Employees vacation pay will be paid on a bi-weekly basis, on regular earnings in lieu of vacation as follows:

- a) Less than nine (9) years of continuous service 6%
- b) Nine (9) years, but less than eighteen (18) years of continuous service 8%
- c) Eighteen (18) years or more of continuous service 10%

ARTICLE 18 - PAID HOLIDAYS

18.1 The paid holidays recognized by the Employer for Employees who qualify under the provisions of the Ontario Employment Standards Act are as follows:

- | | |
|------------------|---------------|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Labour Day |
| Thanksgiving Day | Christmas Day |
| Boxing Day | |

ARTICLE 19 - PERSONNEL FILE

- 19.1 An Employee shall have access during normal business hours to their individual personnel file that is maintained in Human Resource Services. The Employee shall have the right to copies of any material contained in such file.

The Employer will place a copy of any disciplinary documents in the Employee's personnel file. A copy of any such document shall be given to the Employee and the Union. In accordance with Employer policy, disciplinary documents will be removed three years from the date of issue, provided there is no occurrence of behaviour requiring additional disciplinary action.

ARTICLE 20 - STAFFING AND VACANCIES

- 20.1 Staffing for the school year terms: Positions are allocated at the beginning of each term based on seniority within the position at site. Where possible, Employees will be assigned the same site and position as the previous term (summer school excluded). Where there is an increase in positions at a site, the vacancy will be posted. Where there is a decrease in the number of positions at a location, prior to commencement of term or within the first month of the term, the Instructor with the least seniority at that site will be laid off.
- 20.2 Staffing changes during the term: Vacancies that arise during the term will be offered first to any Instructor on layoff and then shall be filled in accordance with the employer's posting process and the provisions of the Collective Agreement.

Where there is a closure of a class, after one month into the term, the Instructor, with the lowest seniority within the bargaining unit at the site will be subject to the layoff provisions of the Collective Agreement. As early as practically possible, the Employer and the Union shall meet before any layoff is issued to discuss potential options of avoiding the layoff.

For clarity, regardless of what actual class needs to be closed, it would be the Instructor at the site with the lowest seniority in the bargaining unit that would be subject to layoff.

- 20.3 Vacancies will be posted in line with the Employer's posting process for a period of no less than four (4) days between Monday and Friday, prior to being filled permanently. The Employer will consider and may interview internal applicants to whom this Article applies prior to considering external applicants. All applications for a posted vacancy shall be made using the Employer's application process. There shall be no job postings during March Break or Winter Break unless mutually agreed upon by the Union and the Employer.

- 20.4 Bargaining unit Employees to whom this Article applies shall have priority preference to any bargaining unit positions. Seniority shall be the determining factor when in the judgement of the Employer the skills, ability and qualifications of more than one applicant for the posted position are relatively equal. If no suitable applications are received the Employer reserves the right to hire.
- 20.5 When a successful candidate has been chosen for a vacancy as a result of their applying to a vacancy they are to remain in their existing position until the scheduled end of the assigned term that they currently hold.
- This does not prevent Employees from applying for a position during the assigned term.
- This requirement can be waived with permission from the Superintendent responsible for Human Resource Services or designate. The Local President shall be notified of all requests for exceptions and of new hires and terminations.
- 20.6 It is understood that the Employer shall have the right to fill the vacancy on a temporary basis until it has been filled on a permanent basis.
- 20.7 Job postings shall include the following:
- a) Position
 - b) Location
 - c) Qualifications
 - d) Hours of work
 - e) Hourly rate
 - f) Specific requirements where applicable (e.g. American Sign Language)
- 20.8 An Instructor who requires coverage during the instructional period due to an emergency shall contact the office for support. Any applicable coverage solutions shall be determined by the Board on a case by case basis.
- 20.9 Should a full time or part time Employee permanent Employee (as defined in Article 2.1 and 2.2) be unsuccessful in a job competition, they will have the opportunity to receive feedback from their supervisor at a time identified by the Board. The parties agree that the feedback may be provided in person or by telephone and that a minimum of two (2) appointment dates will be provided outside of the Employee's Instructional time.
- 20.10 The Employer will post all Job Descriptions electronically.

ARTICLE 21 – SUPPLY ASSIGNMENTS

- 21.1 Where there is a change in the Long Term Supply Instructor filling a long term supply assignment, the remaining balance of the assignment must exceed thirty (30) consecutive instructional days of work to be considered a new long term assignment.
- 21.2 The Employer may retroactively offer a long term supply assignment to a Daily Supply Instructor whose consecutive days in an assignment are expected to exceed thirty (30) instructional days.

Where it is known that the remainder of an assignment will likely be greater than thirty (30) consecutive instructional days, the Employer shall replace the Daily Supply Instructor with a Long Term Supply Instructor following the Employer's process for assigning Supply Instructors. Where no such replacement is available, the Daily Supply Instructor shall be offered the opportunity to continue for the remainder of the assignment prior to filling the vacancy with another Daily Supply Instructor.

ARTICLE 22 - LAYOFF

- 22.1 Whenever, in the judgement of the Employer, circumstances require the layoff of Employees, the Employer shall endeavor to provide as much notice of the impending layoff as may be possible. The Local President shall be copied on any correspondence sent to the Employee(s).
- 22.2 For the purpose of this Article, a layoff shall mean a permanent reduction in the workforce and/or a temporary reduction in positions. The provisions of this Article shall not apply in cases of normal school breaks and shall only apply in cases of indefinite layoff.

For the purposes of Article 22 - Layoff and Article 23 - Recall, a "similar time slot" is defined as:

1. evening;
2. weekend;
3. day
4. morning; or
5. afternoon slot

For the purpose of Articles 22 & 23 "suitable work" is defined as a position in a similar time slot and of comparable hours to what was held prior to layoff. "Comparable hours" is defined as an increase or decrease of hours up to two and a half (2.5) hours per week.

For the purposes of Articles 22 & 23, "travel considerations" shall mean a change in work location greater than twenty-five (25) kilometers from the location the Employee is working at the time they are notified of redeployment and/or layoff.

- 22.3 Prior to the layoff of any Employee, the Employer will first determine if there are any vacancies with comparable hours for "suitable work" that does not directly conflict with the Employee's existing work schedule in a position covered by this Collective Agreement, and exists to which the Employee will be redeployed.

Where no vacancies of "suitable work" with comparable hours exist the Employee will be offered any remaining full-time and part-time vacancies. Only where no full-time or part-time vacancies exist, the Employer will determine if there are any vacant long-term supply positions. In these cases the Employee may elect to accept such a position or will be placed on layoff.

Where an Employee has accepted a long term supply position they will be subject to layoff at the completion of the assignment. Where an Employee has accepted any fulltime or part-time position the Employer will have no further obligations to the Employee.

Where an Employee has declined an offer of redeployment due to "suitable work", "comparable hours" or "travel considerations" they shall be deemed on layoff. An Employee who is layoff may request in writing to be added to the Supply List at the time of the layoff.

- 22.4 In cases of layoff which include Employees who have been trained in particular job functions which remain an Employer requirement, such Employees will not be laid off unless more senior members of the Union who would otherwise be laid off possess the necessary knowledge, training, qualifications, skills, ability and are willing to perform the work required.

The matter of knowledge, training, qualifications, skills and ability is a decision of the Employer, which shall not be exercised in an unfair or unreasonable manner.

ARTICLE 23 - RECALL

- 23.1 Employees who are laid off in accordance with Article 22.0 will be retained on the seniority list for a period equal to their length of service with the Employer at the time of layoff but in no event to exceed eighteen (18) months. During that period, the Employee will be subject to recall, in order of seniority, as suitable work becomes available for which they have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

A similar time slot is defined as follows:

1. morning;
2. afternoon;
3. day;
4. evening; or
5. weekend.

"Suitable work" is defined as a position with comparable hours to what was held prior to layoff. "Comparable hours" is defined as an increase or decrease of hours up to two and a half (2.5) hours per week.

An Employee will not be required to accept recall that directly conflicts with the Employee's existing work schedule in a position covered by this Collective Agreement.

23.2 Recall to work notices shall be sent by Board Email to the Employees Board email followed by a confirmation phone call. An Employee who is recalled to work must signify in writing their intention to return within three (3) working days after delivery of recall and must return on the date specified in the recall notice or forfeit their right to recall.

23.3 Copies of all correspondence in regard to Article 23.2 shall be provided to the Local President or designate.

a) An Employee has the right to refuse up to two (2) recalls to a position offered by the Employer based on travel considerations without prejudice to the member's recall rights on the occasion of each layoff. Thereafter, if an Employee refuses an offer of recall to employment of equal or greater hours, the Employer shall have no further obligation to the Employee under the Collective Agreement.

b) If an Employee accepts an offer of recall to employment of less hours, the Employer shall have no further recall obligations to the Employee.

c) If an Employee does not accept an offer of recall to employment of less hours, the Employee shall remain on the recall list for the period remaining under Article 23.1.

d) If a long-term supply assignment comes available while an Employee(s) is on layoff, the Employee(s) on lay-off may be temporarily recalled into the long term supply assignment in order of seniority prior to the assignment being filled. The Employee(s) recalled to long-term supply assignment will be subject to lay-off at the end of the assignment.

e) Should an opportunity for recall to a permanent position arise while an Employee is in a long term supply assignment, they shall be offered the recall in line with Article 23. Movement to the permanent position will be in line with Article 20.5.

f) For clarity, an Employee who elects to accept a long-term supply assignment and is put on lay-off at the end of the assignment, shall be eligible for the recall list for the remaining time period left of their recall period (as defined in Article 23.1) that remained when they accepted the long-term supply assignment.

ARTICLE 24 - WAGES

(See Schedule 1)

ARTICLE 25 - MILEAGE

25.1 If an Employee is asked and agrees to operate their own vehicle when engaged in Employer business, the Employee shall be entitled to the prevailing mileage allowance according to Board Policy. For Instructors that are teaching virtually, their normal work location will be Uplands Community Learning Centre for the purposes of the Board Mileage Policy.

If an Employee is required to travel for the purposes of obtaining resources they must seek the prior approval of their Employer if they wish to submit a claim for mileage.

ARTICLE 26 - COPY OF AGREEMENT

26.1 The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties agree that this agreement will be posted electronically on the Employer's intranet. Further, electronic PDF versions will be made available to the Employer and the executive of the Local.

ARTICLE 27 - DURATION OF AGREEMENT

27.1 This Agreement shall continue in effect from September 1, 2022 to August 31st, 2026, and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other, in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

SCHEDULE 1 - WAGES

Effective September 1, 2022, all ESL/LINC/Citizenship Program Instructors, PBLA Coaches, Pathways Coaches, and Assessor-Librarian positions shall be paid in accordance with the following schedule:

Effective September 1, 2022 (\$1.00/hour increase)

POSITION	HOURLY RATE
Full-Time Instructors	\$41.85
Part-Time Instructors	\$41.85
Long Term Supply Instructor	\$36.88
Daily Supply Instructor	\$36.88

Effective September 1, 2023 (\$1.00/hour increase)

POSITION	HOURLY RATE
Full-Time Instructors	\$42.85
Part-Time Instructors	\$42.85
Long Term Supply Instructor	\$37.88
Daily Supply Instructor	\$37.88
PBLA Coaches	\$44.65
Pathways Coaches	\$44.65
Assessor-Librarian	\$44.65

Effective September 1, 2024 (\$1.00/hour increase)

POSITION	HOURLY RATE
Full-Time Instructors	\$43.85
Part-Time Instructors	\$43.85
Long Term Supply Instructor	\$38.88
Daily Supply Instructor	\$38.88
PBLA Coaches	\$45.65
Pathways Coaches	\$45.65
Assessor-Librarian	\$45.65

Effective September 1, 2025 (\$1.00/hour increase)

POSITION	HOURLY RATE
Full-Time Instructors	\$44.85
Part-Time Instructors	\$44.85
Long Term Supply Instructor	\$39.88
Daily Supply Instructor	\$39.88
PBLA Coaches	\$46.65
Pathways Coaches	\$46.65
Assessor-Librarian	\$46.65

APPENDIX 1 - DAILY SUPPLY INSTRUCTORS

The parties agree that this Appendix sets out all of the rights and privileges for Daily Supply Instructors for the LINC/ESL/Citizenship Instruction programs.

Clause 1

The following provisions of the Collective Agreement apply to Daily Supply Instructors:

Article 1 - Scope and Recognition

Article 2 - Definitions

Article 3 - No Strikes or No Lockouts

Article 4 - No Discrimination

Article 5 - Health and Safety

Article 6 - Reservation of Employer's Rights

Article 7 - Union Dues

Article 8 - Union Representation

Article 10 - Grievance Process

Article 11 - Arbitration

Article 27 - Duration of Agreement

Clause 2

Effective September 1, 2022, the hourly rate of pay for Daily Supply Instructors shall be listed in "Schedule 1—Wages".

Clause 3

Vacation pay as per the ESA, will be paid on regular earnings in lieu of vacation for Daily Supply Instructors on a biweekly basis.

Clause 4

The Employer shall maintain a seniority list showing each Supply Instructor's name and seniority ranking. Seniority is defined as continuous service from the date of inclusion on the supply list. The seniority list will be revised and provided to the Local President electronically annually. The seniority list will also be posted online under Human Resource Services.

Clause 5

The Employer will endeavour to distribute daily supply work on an equitable basis. Such distribution of work will be based on progression through the seniority list, and subject to availability. Modifications to this process may be discussed and agreed upon through the Employer/Employee Relations Committee.

Clause 6

A new Supply Instructor will be on probation for a period of 6 (six) days work.

Clause 7

A Daily Supply Instructor who does not work at least six (6) days for the Employer in this Bargaining Unit for a period of one complete standard school year shall be deemed to be removed from the supply list.

A Daily Supply Instructor who has not been offered at least six (6) days of work for one complete standard school year shall not be removed from the supply list

Clause 8

Where a Daily Supply Instructor on the supply list, and completed probation as identified in Appendix 1 - Daily Supply Instructor Clause 6, they shall be considered for a permanent position, as part of the regular hiring process, prior to external candidates and after permanent instructors.

APPENDIX 2 - Summer School Instructors

For clarity this appendix does not apply to permanent Instructors and only applies to Employees only hired for the summer semester.

The parties agree that this Appendix sets out all of the rights and privileges for Instructors working in the Summer School programs and that only the following provisions of the Collective Agreement apply to these Instructors. Summer school Instructors are defined as: ESL Instructors - Summer and Citizenship Instructors - Summer or any Instructor position covered by this Collective Agreement hired for the Summer school program as defined in Article 2.09 of the Collective Agreement.

In the event of a conflict in language between other provisions in the Collective Agreement and this Appendix, the terms in this Appendix will supersede.

Article 1 - Scope and Recognition

Article 2 – Definitions

Article 3 - No Strikes or No Lockouts

Article 4 - No Discrimination

Article 5 - Health and Safety

Article 6 - Reservation of Employer's Rights

Article 7 - Union Dues

Article 8 - Union Representation

Article 10 - Grievance Process

Article 11 – Arbitration

Article 12 – Discharge

Article 13 - Probationary Employees

Article 27 - Duration of Agreement

Schedule 1 – Wages

Recruitment process for Summer School Instructors

Job Postings: Vacancies will be posted in line with the Employer's posting process for a period of no less than four (4) days between Monday and Friday, prior to being filled permanently. All applications for a posted vacancy shall be made using the Employer's application process. There shall be no job postings during March Break or Winter Break unless mutually agreed upon by the Union and the Employer.

Priority preference shall be given to existing full-time and part-time ESL, LINC or Citizenship Instructors as defined in Article 2 - Definitions of the Collective Agreement. Where vacancies continue to exist, supply Instructors will be considered prior to external applicants. Seniority shall be the determining factor when in the judgement of the Employer the skills, ability and qualifications of more than one applicant for the posted position are relatively equal. If no suitable applications are received, the Employer reserves the right to hire. It is understood that the Employer shall have the right to fill the assignment on a temporary basis until it has been filled.

Prior to the commencement of the summer school program, summer school opportunities will be posted. The posting will include:

- a) Position Title
- b) Qualifications
- c) Hourly rate
- d) Specific requirements where applicable (e.g. American Sign Language)

Applicants will have the opportunity to identify their preferred location and hours of work.

Summer school position renewal: Existing full-time and part-time ESL, LINC or Citizenship Instructor

Once accepted as Summer School Instructor, the Instructor holds the position until such time as:

- The Instructor resigns from the position; or
- Declines a position; or
- The class is cancelled; or
- The Instructor's performance is found to be unsatisfactory; or
- In the event that the Instructor is terminated by the Board

An individual who does not hold a full-time or part-time position as an ESL, LINC, or Citizenship Instructor and who is hired on contract for the summer school program is not a permanent Employee of the Board and their employment as a summer school Instructor shall be terminated at the end of the period specified.

A new summer school Instructor will be on probation for a period of six (6) instructional days worked.

All Instructors

The Board has the right to terminate an Instructor's employment for just cause and as prescribed by Article 6 - Reservation of Employer's Rights and an Employee's employment will be conclusively deemed to be terminated for any of the following reasons:

- Absence from work for three (3) consecutive working days without a valid reason
- Absent from work without notifying their supervisor

It shall be the duty of the Employee to notify the Employer in writing to both Human Resource Services and the program administrative office within seven (7) days of any change of address or Services and the program administrative office within seven (7) days of any change of address or telephone number. If an Employee should fail to do this, the Employer will not be responsible for failure to reach such Employee and any notice sent by the Employer to the address of the Employee which appears on the Employers records, shall be conclusively deemed to have been received by the Employee.

APPENDIX 3 - Process to Hire for a Long Term Supply Assignment

Long Term Supply vacancies will be shared with the membership as an Expression of Interest via Board e-mail for no less than two (2) days between Monday and Friday prior to being filled.

The Employer will consider internal applicants prior to considering external applicants. There shall be no Expression of Interest shared during Winter Break, March Break or Summer Break, unless mutually agreed upon by the Union and the Employer.

All applicants for the position shall be considered in the following order, based on their seniority in the bargaining unit:

- Supply Instructors; then
- Permanent Instructors; then
- External Candidates

No individual will be assigned a Long Term Supply assignment that would result in a breach of the hours of work limitations established by ESA.

External candidates would follow the established Board hiring process. If an external candidate is hired for the Long Term Supply assignment they shall be added to the Daily Supply Instructor List by mutual agreement between the external candidate and the Board.

APPENDIX 4 - Term Positions – Pathways Coaches and PBLA Coaches

a) Positions:

Subject to Ministry funding and Board approval the following positions are Term positions within the Bargaining Unit:

- Pathways Coach
- PBLA Coach

If funding for the position is no longer available from the Ministry, the Employee will be returned to another role in the Bargaining Unit following the process outlined in Section (c) of the Appendix.

b) Term Length:

These positions will be a three (3) year term position with an Employer discretion to extend the term length up to an additional two additional years.

c) Hiring and Return to Previous Roles

These positions will be filled utilizing the following process:

- The job will be shared with the Bargaining Unit membership as an internal posting
- The Board will follow their internal hiring process to select the successful applicant
- The Board will only post, or hire, an external applicant if there was no successful internal applicant

Following the completion of the Term Assignment the Employee will be returned to a role in the Bargaining Unit in the following manner:

- Will be offered, where possible, a position in the Bargaining Unit with suitable work and comparable hours to what was held prior to accepting the Term Position
- They will be offered a role prior to offering any work to an Instructor that is on layoff

Collective Agreement

Between

York Region District School Board

And

Ontario Public Service Employees Union, Local 514

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 Public Service Employees Union, Local 514 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 OPSEU, Local 514

For the Board,

Carla Carubba

Neil Gunathunge

Carla Carubba,
OPSEU/SEFPO Staff Representative

Neil Gunathunge,
Chief Negotiator

Susan Richarz

Clelia Della-Rovere,
Superintendent of Education,
Caring and Safe Schools and International Education

Susan Richarz,
President, OPSEU, Local 514

Jennifer Falcioni

Olga Vartsaba,
Assistant Manager, Continuing Education

Jennifer Falcioni

Pauline Reynolds Hussey

Marc Brouillard,
Coordinator, Enrolment Reporting & Special Projects

Pauline Reynolds-Hussey

Lisa Campbell

Jennifer Salcedo
Employee Relations Officer

Lisa Campbell

Barbara Babin
Employee Case Representative

Signature: Neil Gunathunge
Neil Gunathunge (Feb 7, 2024 10:08 EST)
Email: neil.gunathunge@yrdsb.ca

Signature: Susan Richarz
Susan Richarz (Feb 7, 2024 10:56 EST)
Email: susan.richarz@yrdsb.ca

Signature: Pauline Reynolds Hussey
Pauline Reynolds Hussey (Feb 16, 2024 11:57 EST)
Email: pauline.hussey@yrdsb.ca

Signature: Carla Carubba
Carla Carubba (Feb 7, 2024 10:20 EST)
Email: ccarubba@opseu.org

Signature: Jennifer Falcioni
Jennifer Falcioni (Feb 9, 2024 15:24 EST)
Email: jennifer.falcioni@yrdsb.ca

Signature: Lisa Campbell
Lisa Campbell (Feb 19, 2024 10:55 EST)
Email: lisa.campbell@yrdsb.ca

