



## **COLLECTIVE AGREEMENT**

**Between:**

**York Catholic District School Board (YCDSB)**

**- and -**

**Ontario Secondary School Teachers Federation District 16 PSSP (OSSTF)**

**September 1, 2022 to August 31, 2026**

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

### **C1.1 Separate Central and Local Terms**

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

### **C1.4 Single Collective Agreement**

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

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

### **C2.1 Term of Agreement**

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

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

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

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

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

### C3.00 DEFINITIONS

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

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

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

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

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

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

#### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

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

#### **C5.00 CENTRAL GRIEVANCE PROCESS**

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

##### **C5.1 Definitions**

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

## **C5.2 Central Dispute Resolution Committee**

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

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

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

Where such a dispute is filed:

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

### **C5.4 Grievance Shall Include:**

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

### **C5.5 Referral to the Committee**

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



#### **C5.6 Voluntary Mediation**

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

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

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

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

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

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

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

#### **C7.00 SPECIALIZED JOB CLASSES**

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

## **C8.00 WORK YEAR**

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

## **C9.00 STAFFING COMMUNICATION**

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

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

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

## **C10.00 BENEFITS**

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

### **C10.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

### **C10.2 Eligibility and Coverage**

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

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

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

### **C10.3 Funding**

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

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

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

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

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

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

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

#### **C10.6 Privacy**

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

#### **C10.7 Benefits not provided by the ELHT**

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

#### **C10.8 Payment in Lieu of Benefits**

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

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

## **C11.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C11.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

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

## **C12.00 SICK LEAVE**

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

**a) Sick Leave Benefit Plan**

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

**b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

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

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

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

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

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

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

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

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

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

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

**g) Administration**

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



**h) Pension Contributions While on Short-Term Disability**

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

**C13.00 MINISTRY INITIATIVES**

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

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

#### **C14.00 PROVINCIAL FEDERATION RELEASE DAYS**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

### **B. Other Retirement Gratuities**

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

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

First Day of Absence:

General Nature of Illness (*please do not include diagnosis*):

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)

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

## **LETTER OF AGREEMENT #2**

### **BETWEEN**

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

### **AND**

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

**RE: Job Security**

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

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

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



**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**BETWEEN**

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

**AND**

**The Crown/Couronne**

**RE: Provincial Working Group - Health and Safety**

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

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

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

## **LETTER OF AGREEMENT #5**

### **BETWEEN**

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

### **AND**

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

**RE: Status Quo Central Items**

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

## **LETTER OF AGREEMENT #7**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown**

**RE: Employee Life and Health Trust (ELHT) Committee**

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

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

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

The task force will:

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: EW LTD Sub-Committee**

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

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

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

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



**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

Indigenous employees may use existing short term paid leave:

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Employee Mental Health**

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

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

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

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Workplace Violence**

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

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

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

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

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

**LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Education Worker Diverse and Inclusive Workforce Committee**

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

**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Central Items That Modify Local Terms**

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

**1.) Pregnancy SEB Language:**

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

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items as Modified by this Agreement**

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

**1. Pregnancy Leave Benefits**

Definitions

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

Common Central Provisions

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



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

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

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

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

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

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

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

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

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

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

## **3. Short Term Paid Leaves**

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

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

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

#### **4. Retirement Gratuities**

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

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

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

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

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

#### **5. Long Term Disability (LTD)**

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

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## PART B: LOCAL TERMS

THIS AGREEMENT made as of September 1, 2022

Between

YORK CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called the “Board”)

And

ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION

(Hereinafter called the “Union”)

The parties agree as follows:

### Article L1.0 – PURPOSE

The general purpose of this Agreement is to establish and maintain collaborative and mutually satisfactory relations between the Board and its employees, as it relates to: compensation and benefits; identified working conditions; and the prompt and equitable resolution of grievances without any interference with the operation of the Board and its schools.

This agreement constitutes the entirety of the agreement between the parties. Notwithstanding, midterm amendments agreed to by the parties will be considered part of this collective agreement.

### Article L2.0 – RECOGNITION

L2.01 The Board recognizes the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO) as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board as full time and part-time Permanent Contract and Temporary Contract Professional Student Services Personnel, including but not limited to:

- Behaviour **Analysts**;
- Applied Behaviour **Analysis (ABA)** Associates;
- Attendance Counsellors;
- Behaviour Resource Workers;
- Communicative Disorders Assistants;
- Mental Health Workers;
- Occupational Therapists;
- Occupational Therapy/ Physical Therapy Assistants;
- **Orientation Mobility Specialists**;
- Physiotherapists;
- Psychologists
- Psycho-Educational Consultants;
- Psychological Associates;
- Speech-Language Pathologists;
- **Special Education Assistive Technology (SEA) Planners**; and

- **Special Education Assistive Technology (SEA) Technicians,**

save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period, students employed for the purpose of cooperative education and any group of employees for which a union already holds bargaining rights.

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

- L2.02 The Board recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this collective agreement.
- L2.03 The Bargaining Unit will supply the Board with the names of its officers as requested. Similarly, the Board will supply the Bargaining Unit with a list of its Supervisory or other personnel with whom the Bargaining Unit may be required to transact business.

### **Article L3.0 – NO DISCRIMINATION / NO HARASSMENT**

The Board and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, creed, colour, age, sex, gender expression, gender identity, marital status, family status, religion, nationality, ancestry, ethnic origin, place of origin, record of offences, disability, sexual orientation, political or religious affiliation, or by reason of participation in the Union. If such terms appear in the Ontario Human Rights Code, their meaning shall be the same as in the Code.

The Board recognizes the right of all employees to be treated with courtesy, respect and dignity. The Board recognizes that all forms of harassment are an affront to equitable treatment and are a serious form of misconduct.

### **Article L4.0 – MANAGEMENT RIGHTS**

Save and except to the extent specifically modified or limited by any provisions of this Agreement, the right and responsibility to manage the business of the Board and its schools is vested solely and exclusively with the Board and in accordance with the statutes and regulations of Ontario.

The Board agrees that it will not exercise management rights in a manner that is arbitrary, unreasonable or discriminatory or that is inconsistent with the terms and provisions of this Agreement.

Subject to the provisions of this agreement employees and OSSTF recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board, including the right to:

- Hire, transfer and promote;
- Demote, suspend, discipline, or dismiss;
- Plan and control the programs of the Board, the number of employees to be employed, the number of cases to be allocated to a program or employee, the assignment of employees, the hours of work, the school/work year and the holidays to be observed and other such responsibilities of the Board and as are outlined in the Acts and Regulations pertaining to education in Ontario.

## **Article L5.0 – STRIKES AND LOCKOUTS**

- L5.01 There shall be no strikes or lock-outs during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the Ontario Labour Relations Act.
- L5.02 In the event of a strike by other employees of the Board, the parties agree that:
- a. the Board shall notify the Bargaining Unit President immediately;
  - b. a consultative committee comprised of two representatives of the bargaining unit and two representatives of the Board shall meet to discuss the ramifications of the strike as they pertain to members of the Bargaining Unit. Specifically, the committee will address the following issues:
    - i) the health, safety, and duties of Bargaining Unit members during a strike;
    - ii) procedures for entering/exiting a workplace with a picket line;
    - iii) other strike related issues which may affect members of the Bargaining Unit.
  - c. Employees in this bargaining unit shall only be required to perform their normal and regular duties.

## **Article L6.0 – UNION DUES**

On each pay date on which a member is paid, the Board shall deduct from each member the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.

The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, the employee number, annual salary, and the amounts deducted.

OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

Dues specified by the Bargaining Unit in Article L5.02 shall be deducted and remitted to the Secretary Treasurer, PSSP Bargaining Unit at 110 Pony Drive, Unit 6, Newmarket, Ontario, L3Y 7B6 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, the employee number, annual salary, and the amounts deducted.

## **Article L7.0 – COMMUNICATION**

- L7.01 The Board shall forward to the Bargaining Unit President by email the full name, home address, home phone number, work location, position and employment status (e.g. full-time, part-time, temporary), start date and work location of all employees hired into the bargaining unit within one month of their hire date. This information will be provided in an electronic spreadsheet.
- L7.02 The Board shall forward to the Bargaining Unit President, by email, the employees in the bargaining unit who are transferred or promoted within the Bargaining Unit or who ceased to be an employee



as a result of promotion, resignation, retirement, termination or cessation of contract or on a leave on a monthly basis. The list will include each person's name, position, home address, home telephone, employee's work site and employment status and, if the employee is on a leave of absence, the nature of the leave. This information will be provided in an electronic spreadsheet.

L7.03 The Board will provide the Bargaining Unit President with an electronic data report of membership information in October and April of each year. Data fields will include:

- First Name
- Last Name
- Home Address
- Home Phone
- Other Phone Number
- Hire/Seniority Date
- Work Location
- Position
- Employment Status
- Salary
- FTE Status

L7.04 All correspondence from the Bargaining Unit to the Board arising out of this Agreement shall be forwarded to the person designated by the Board. The Board shall advise the Bargaining Unit in writing of the person designated by the Board and of any changes from time to time.

L7.05 All correspondence from the Board to the Bargaining Unit arising out of this Agreement shall be forwarded to the person designated by the Bargaining Unit. The Bargaining Unit shall advise the Board in writing of the person designated by the Bargaining Unit and of any changes from time to time.

#### **Article L8.0 – LABOUR MANAGEMENT COMMITTEE**

L8.01 The Board and the Bargaining Unit shall establish and maintain a Labour - Management Committee. The purpose of the committee shall be to discuss issues of concern to either the Board or the Bargaining Unit, such as, but not limited to:

- a) The implementation and/or revision of Board policies and procedures which may affect working conditions;
- b) The creation or elimination of a position;
- c) Any concerns with or changes to working conditions as per Article L16.0;
- d) Address members' concerns with respect to meeting the requirements of the Professional Colleges to which the member(s) belong; and
- e) Make recommendations regarding staff complement to the Superintendent responsible for PSSP staffing.

The Labour Management Committee may convene, at the request of either party, to consider matters concerning PSSP working conditions.

L8.02 Committee shall have as its members up to three (3) Board representatives and up to three (3)

members of the Bargaining Unit, including the Bargaining Unit President. Employees who are on the Labour Management Committee shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement.

- L8.03 Each party can bring additional resource personnel.
- L8.04 The Labour - Management Committee shall meet three (3) times per year beginning in September. The Committee shall determine the meeting schedule at the beginning of each school year and may hold additional meetings with the mutual agreement of the parties.
- L8.05 Both parties may submit agenda items in advance of the meeting; however, when there are no agenda items, upon the mutual agreement of the parties, a scheduled meeting may be cancelled.

#### **Article L9.0 – GRIEVANCE AND ARBITRATION PROCEDURE**

- L9.01 Local grievance timelines shall be suspended on central matters that are referred by either party to their central bargaining agent.
- L9.02 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Agreement.
- L9.03 No employee shall be subjected to intimidation, reprisals or discrimination because of involvement in a grievance.
- L9.04 Throughout each step of the grievance procedure, timeliness is of the essence. The time limits may be extended by the written consent of the parties.
- L9.05 If a meeting is held between the employee(s) and the school board representative(s), the employee(s) shall have the right to be accompanied by a Bargaining Unit representative.
- L9.06 In order that all grievances may be settled as fairly and as promptly as possible the following procedure shall be adhered to:

#### **Informal Resolution**

- L9.07 Every employee, accompanied or not by a Bargaining Unit representative, may, if so desired, try to solve the matter at the level at which it has arisen. The employee shall notify their supervisor, indicating a Collective Agreement concern, when becoming aware of a difference arising out of the interpretation, application, administration or alleged violation of this agreement. Every effort shall be made to resolve the matter at the level at which it has arisen.
- L9.08 If necessary, and upon approval from the immediate Supervisor, the Bargaining Unit representative shall be released from duties for the time required to meet with the appropriate school board representative.

## **Mediation**

- L9.09 Any unresolved grievance, including a grievance scheduled for arbitration, may be referred to mediation by mutual agreement.
- L9.10 Mediation is not considered a Stage of the grievance procedure.
- L9.11 Where the parties have agreed to mediation, the cost shall be shared equally between the parties.

## **Grievance Step One**

- L9.12 If the matter is not settled at the Informal Resolution Process the employee shall refer the matter to the Grievance Officer.
- L9.13 A grievance may then be referred in writing to the Manager of Employee Relations, Support Services. The written statement of the grievance shall contain a brief statement of the problem, the articles or clauses violated and the redress sought.
- L9.14 The grievance must be referred to the Manager of Employee Relations, Support Services within sixty (60) business days of the date of the informal meeting or incident.
- L9.15 Within ten (10) business days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties.
- L9.16 The Manager of Employee Relations, Support Services shall provide the written response to the Grievance Officer within five (5) school days of the meeting date.

## **Grievance Step Two**

- L9.17 If the grievance response at Grievance Step One is not satisfactory to the Bargaining Unit, the Grievance Officer shall re-submit the grievance to the Superintendent of Human Resources within five (5) business days of the receipt of the response.
- L9.18 Within ten (10) business days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties.
- L9.19 The Superintendent of Human Resources shall make every effort to settle such grievance and will respond in writing to the Grievance Officer within ten (10) business days of the Grievance Step Two meeting.

## **Arbitration**

- L9.20 If the grievance is not settled on the basis of the response provided in Grievance Step Two, the School Board must be notified by the Grievance Officer within five (5) business days of receipt of the Grievance Step Two response, that the Bargaining Unit wishes to refer the grievance to arbitration.
- L9.21 The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.

L9.22 Each party shall pay one-half the fees and expenses of the single arbitrator.

### **Policy Grievance**

L9.23 The policy grievance shall follow the Grievance Step Two procedure.

L9.24 If either of the parties to this Agreement consider that this Agreement is being misinterpreted or violated in any respect by the other party, the matter will be put in the form of a policy grievance and discussed between representatives of the Bargaining Unit and the Superintendent of Human Resources within ten (10) business days of notification by the other party.

L9.25 If the matter is not settled in writing within ten (10) business days of such discussions, either party may refer the matter to arbitration in accordance with Grievance Step Two of the grievance procedure.

### **Article L10.0 – DISCIPLINE AND DISCHARGE – JUST CAUSE**

#### **L10.01 Just Cause**

No member shall be demoted, disciplined or discharged without just cause.  
For the purposes of just cause, a lower standard may be applied to probationary employees.

#### **L10.02 Discipline**

Employees shall have the right to have Bargaining Unit representation present at any meeting held for the purposes of investigating a matter which may lead to disciplinary action.

The Board shall inform the employee of this right at the time a meeting is requested. The Board shall inform the Bargaining Unit President that a meeting is to take place.

No discussion of the issues will take place until the Bargaining Unit President or designate is present.

L10.03 All notices of demotion, suspension, discipline or discharge from the Board shall be in writing to the employee concerned, with a copy sent to the Bargaining Unit President.

### **Article L11.0 – NEGOTIATING TEAM**

L11.01 The Union Negotiating Team, consisting of up to five (5) members of the Bargaining Unit, shall be excused from duties for the purpose of conducting negotiations with the representatives of the Board. In addition, OSSTF/FEESO Provincial Officer representatives may be present and assist in negotiations.

L11.02 Members of the Union Negotiating Team who are excused from duties as per the terms of the collective agreement shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement.

L11.03 The Board shall notify supervisors of the members of the Union Negotiating Team.

L11.04 In order to prepare for negotiations, the Board will allow each member of the Union Negotiating Team up to three (3) days release time.

- L11.05 Members of the Union Negotiating Team who are released as per the terms of the collective agreement shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement.

#### **Article L12.0 – HEALTH AND SAFETY**

- L12.01 The Board recognizes its obligation to provide a safe and healthy environment for employees and to carry out all the duties and obligations under the Occupational Health and Safety Act (OHSA) and its accompanying Regulations.

The Joint Health and Safety Committee has been established in accordance with OHSA and shall include representation from the Bargaining Unit. The Board agrees to pay the cost of Joint Health & Safety Certification (Part 1 and Part 2) for the Bargaining Unit representative. Such certification shall be provided by an approved Ministry of Labour training organization.

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

The Board shall ensure that any training related to Health and Safety is provided during the regular work day.

- L12.02 Access to Information

The Board shall ensure that information about potential threats, potential hazards and individuals with a known history of violence is accessible to and/or shared with Bargaining Unit Members, as to enable the ability to work in a safe and healthy manner **in accordance with the *Occupational Health & Safety Act***.

#### **Article L13.0 – EMPLOYEE PERFORMANCE APPRAISAL**

- L13.01 The Board will not implement or amend an employee performance appraisal program without prior consultation with the Bargaining Unit President.
- L13.02 By September 30th of each school year, those employees who are in their appraisal year, will be notified. Failure to provide notification will delay the evaluation process for one year.

#### **Article L14.0 – ATTENDANCE SUPPORT PROGRAM**

- L14.01 An employee shall have the right to have their union representative at any Attendance Support Program meeting.
- L14.02 Any changes to the Attendance Support Program will only be made after consultation with the Bargaining Unit President.

#### **Article L15.0 – RETURN TO WORK / DUTY TO ACCOMMODATE**

- L15.01 The parties recognize that the Board has a duty to accommodate individuals in accordance with the *Ontario Human Rights Code*.

- L15.02 A Bargaining Unit Member returning to work and/or seeking a workplace accommodation will be required to provide medical documentation in accordance with the Central terms.
- L15.03 In recognition of the Union's role and legal obligations with respect to its Members the Board will notify Bargaining Unit Members of their right to union representation throughout the workplace accommodation process and will cooperatively engage with the Union and the Bargaining Unit Member to develop a workplace accommodation plan.

## **Article L16.0 – WORKING CONDITIONS**

### **L16.01 Caseload Assignments**

Caseload assignments take into consideration the needs and priorities of the Board and of the individual schools.

- L16.02 By March 31st of each year, employees shall email their Supervisor and Superintendent of Exceptional Learners, to inform them that they are interested in seeking a change in their caseload assignment.
- L16.03 Discussion will occur at the request of either party.
- L16.04 Prior to the last day of the school year, employees will be informed of their assignments for the upcoming school year, recognizing that this is subject to change based on operational and student needs.
- L16.05 The Bargaining Unit President will be notified of long term changes to an employee's assignment.
- L16.06 When a temporary short term redistribution of caseload assignment is required, caseload priorities will be determined in consultation with the supervisor.
- L16.07
- a. Regardless of when a permanent vacancy arises, employees within the same job class who documented a request for a caseload change submitted by the March 31 deadline of the previous school calendar year, and whose request would be satisfied by the vacancy, shall be offered the vacant caseload assignment in order of seniority to begin at the start of the next work year.
  - b. When it is known that a caseload will become available for the start of the next work year, employees within the same job class who documented a request for a caseload change (in accordance with Article L16.02 above) shall be offered the available caseload assignment in order of seniority. All caseload assignment changes shall begin at the start of the next work year.

### **L16.08 Staffing Advisory Committee**

The Board agrees to establish a Staffing Advisory Committee. The SAC will be comprised of:

1. Two (2) members of the Bargaining Unit, one (1) being the President
2. The Superintendent of Exceptional Learners
3. The applicable Supervisor

- L16.09 The committee will review the caseload assignments with regards to the equitable assignment of

duties, based on the needs and priorities of the Board and of the individual schools. This meeting shall occur no later than one (1) week prior to Employees being informed of their assignments.

At the request of either party, additional SAC meetings shall occur.

#### **Article L17.0 – BARGAINING UNIT WORK**

- L17.01 Employees shall not be required to perform any duties normally and regularly performed by members of other bargaining units or other nonunionized personnel.
- L17.02 No employee shall be required to perform work deemed by the Board to be exclusively managerial functions/duties, normally and regularly performed by management.

#### **Article L18.0 – CHILDREN’S TREATMENT NETWORK ASSIGNMENTS**

- L18.01 Employees whose caseload assignment includes Children’s Treatment Network and who are required to work outside of an employee’s regular work hours/ week/ year, are entitled to all provisions of the Collective Agreement.
- L18.02 Upon prior approval from the Supervisor, employees will be entitled to lieu time for extra time worked during the regular school year. Lieu time is not to be banked or carried over to the next school year with the exception of hours accrued in July and August.

#### **Article L19.0 – JOB POSTINGS**

- L19.01 Job posting(s) will include job title, duties to be performed, qualifications and education, whether the position is permanent or temporary, FTE, anticipated start date, salary range and deadline for applications. Postings will also indicate requirements for specialized skills or experience where appropriate. All job postings shall be posted within two weeks of a vacancy arising. In the case of planned vacancies, job postings must occur in a reasonable amount of time prior to the vacancy commencing with the aim of having the position filled expediently. Job posting shall be re-posted until filled.
- L19.02 The Board shall provide to the Bargaining Unit President the names of all internal applicants to each job posting along with the information on which members were shortlisted for an interview and who the successful candidate was for the position.
- L19.03 Each vacancy will be simultaneously posted internally and externally for a period of five (5) business days on the Board’s recruitment system. Applicants external to the Bargaining Unit will not be considered until the internal process is completed.
- L19.04 Bargaining unit employees who are unsuccessful in the application for a permanent OSSTF bargaining unit position, may request through the Human Resources Department, a feedback meeting.
- L19.05 **Permanent Vacancies**

Permanent vacancies due to retirement, resignation, or an increase to the budgeted FTE will be posted for application. Consideration for filling permanent vacancies shall be in the following order:

- a. Permanent employees outside the Discipline that apply provided they have the posted qualifications.
- b. Temporary employees that apply provided they have the posted qualifications.
- c. If no internal employee fills the vacancy, according to the foregoing, the Board may hire externally.

L19.06 A posted position is defined as a position for which specialized qualifications and/or experience are required and will be posted for application. This includes newly created posted positions, along with job descriptions, that are not currently part of the bargaining unit. A newly created posted position will not be posted without consultation with the President of the Bargaining Unit. Consideration for filling posted positions shall be in the following order:

- a. Permanent employees within the respective Discipline that apply provided they have the posted qualifications.
- b. Permanent employees outside the respective Discipline that apply provided they have the posted qualifications.
- c. Temporary employees that apply provided they have the posted qualifications.
- d. If no internal employee fills the vacancy, according to the foregoing, the Board may hire externally.

#### **L19.07 Temporary Vacancies**

A temporary vacancy is defined as:

- a. The replacement of an absent permanent employee who is expected to return. This assignment is for a period of time not to exceed 18 months. Such an assignment may be extended beyond 18 months with mutual consent between the Board and the Union.
- b. A time-limited assignment above staff complement.

L19.08 Temporary vacancies expected to last for 3 months or longer will be posted. Temporary vacancies that extend to 3 months shall be posted at the 3-month mark. Exceptions may be considered through mutual agreement.

L19.09 Temporary vacancies shall be filled in the following order:

- a. Those on layoff as per Recall Article (L23.18)
- b. Permanent employees who are interested in increasing their FTE status
- c. Qualified Temporary employees in order of seniority.
- d. If no internal employee fills the vacancy, according to the foregoing, the Board may hire externally.

#### **L19.10 Term Opportunity**

A term opportunity is defined as a work assignment outside of an employee's regular work hours/week/year. Term opportunities cannot be accessed by employees who are under an active disciplinary and/or performance review.

L19.11 A term opportunity will be filled by the applicable Supervisor in the following order:

- a) Permanent Employees on the basis of Seniority



- b) Temporary Employees of the basis of hire date
- c) External Hire

#### **Article L20.0 – PROBATION PERIOD**

- L20.01 All new permanent Employees shall serve a probationary period of ten (10) months of continuous employment, not including summer breaks, with the Board. After successful completion of the probationary period, Seniority shall be effective from the original date of hire.
- L20.02 An employee in their probationary period may only have recourse to the grievance procedure specific to the Employee Life and Health Trust (ELHT) benefits and payment of salary.

For clarity, a probationary employee may only access the grievance procedure for any other matters under the Collective Agreement upon successfully completing the probationary period.

#### **Article L21.0 – HOURS OF WORK**

The normal expectation for employees is a thirty-five (35) hour work week, and with the normal daily hours of work between 8:00 am to 4:00 pm or 8:30 am and 4:30 pm. Employees will be provided with a one hour unpaid lunch break.

An employee's daily work hours are seven (7) hours, Monday to Friday inclusive.

#### **Article L22.0 – PERMANENT CHANGE IN FTE STATUS**

##### **L22.01 Reduction in FTE**

Reduction in FTE Permanent Employees may request to reduce their employment status from full-time to part-time (.4, .5 or .6 FTE). Requests shall not be unreasonably denied.

- L22.02 For a change that is requested to take effect for the following school year, the Employee shall submit their request to Human Resources no later than March 31st.

Eligibility for benefits shall be subject to the provisions of the Employee Life and Health Trust (ELHT) benefits.

##### **L22.03 Increase in FTE**

When a permanent position becomes available, prior to initiating the job posting process (Article L19.0), the opportunity to increase permanent FTE status shall first be offered to current permanent part-time employees on the basis of seniority.

#### **Article L23.0 – SENIORITY**

- L23.01 By March 1st of each year, the Board shall provide the Union President with two lists of all Bargaining Unit members employed by the Board in order of their acquired seniority. One shall be for all permanent Bargaining Unit Employees and one shall be for temporary Bargaining Unit Employees as defined in Article L27.0.

- L23.02 For part-time and full-time permanent employees hired before February 28, 2019, seniority shall be the length of continuous service with the Board from the date of hire. For employees hired on or after February 28, 2019, after the successful completion of the probationary period, seniority shall be the date of hire with the Board as a permanent Bargaining Unit member.
- L23.03 In the event seniority determination is required and that ties in seniority occur for part-time and full-time permanent employees hired before February 28th, 2019, the ties shall be decided by random draw.
- L23.04 In the event seniority determination is required and that ties in seniority occur for part-time and full-time permanent employees hired after February 28th, 2019, ties shall be decided using the following criteria in order:
- i. temporary employee seniority;
  - ii. by random draw
- L23.05 For part-time and full-time temporary employees, seniority shall be the length of service with the Board from the date of hire within the OSSTF Bargaining Unit.
- L23.06 In the event that ties in seniority occur for part-time or full-time temporary employees, the ties shall be decided by random draw.
- L23.07 Where a temporary employee is successful in obtaining a permanent position and subject to the successful completion of the probationary period in a permanent position as defined in Article L19.0, the temporary employee will be removed from the temporary seniority list and placed on the permanent seniority list
- L23.08 For the purpose of maintaining seniority on the respective lists, any approved leaves of absence including school breaks will not constitute a break in seniority.
- L23.09 Each seniority list shall be ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- L23.10 Separate seniority lists shall be established for each position as outlined in Article L2.0.
- For the purpose of Article L23.0 and Schedule D (Layoff and Recall), the seniority list for Psychologists (includes Psychological Associate)/Psycho-Educational Consultants will be combined.
- L23.11 The seniority list(s) shall be posted on the Board's website in the PSSP conference no later than March 15 of each school year. Seniority lists shall include the full name, seniority date, job title, and FTE for each bargaining unit employee.
- L23.12 Errors in the calculation of a member's seniority shall be brought to the attention of the Board by the member within thirty (30) work days or the list shall be deemed correct.
- L23.13 If an Employee accepts a permanent or acting York Catholic District School Board position outside of the Bargaining Unit, seniority rights acquired to the date of leaving the unit shall be retained for a period of up to twelve (12) consecutive months.

## **Layoff**

- L23.14 A lay-off shall mean a permanent or temporary reduction in the hours of work and/or the number of positions within a department. The provisions of this Article shall not apply in cases of normal school breaks.
- L23.15 Layoff of employees will be in the reverse order of seniority, within the position requiring reduction; position is in reference to job class.
- L23.16 In the event of any potential layoff, the Board shall notify the Bargaining Unit President and Chief Negotiator/Grievance Officer by May 31 of each school year.

An extension to this timeline will not be unreasonably denied by the Union.

The Union will be given an opportunity to meet with the Superintendent of Exceptional Learners regarding any potential layoff(s) before any layoff declarations are made to Bargaining Unit Members.

For alternate funded positions (CTN, SEA, TPA, etc.), the Board shall endeavour to provide as much notice as possible in the event of layoff. The Union will be given an opportunity to meet with the Superintendent of Exceptional Learners regarding any potential layoff(s) before any layoff declarations are made to the Bargaining Unit Members.

- L23.17 Exceptions to the application of seniority may be made with the mutual agreement of the Board and the Bargaining Unit President.

## **Recall**

- L23.18 The Board shall establish and maintain a recall list of all Bargaining Unit members declared on lay-off and eligible for recall.
- L23.19 Employees who are laid off in accordance with Article L23.0 will be retained on the seniority list and continue to accrue seniority for a period of up to two (2) years. During that period, they will be subject to recall to the position from which they were laid off in order of seniority.
- L23.20 An Employee who is on lay off shall be given first opportunity, in bargaining unit seniority order, for temporary work within his/her position.
- L23.21 An Employee who is on a lay off and who accepts temporary work will do so without prejudice to the Employee's recall rights.
- L23.22 Should the laid off permanent employee be hired into a temporary position for the start of the subsequent school year following layoff, the employee's original date of hire on the permanent list shall become their date of hire on the temporary list.
- L23.23 No external hiring into a job shall take place until positions have been offered to qualified employees on lay-off.

## **Article L24.0 – CONTRACTING OUT**

- L24.01 The parties recognize that the Board has the right to contract out. There will be no reduction in the total number of members in the bargaining unit or reduction of hours of work or work week as a result of contracting out.
- L24.02 The Board will notify the Bargaining Unit President, when contracting out. Concerns with contracting out shall be addressed through the Labour Management Committee.

## **Article L25.0 - PARTNERSHIP WITH EXTERNAL AGENCIES**

- L25.01 Board partnerships with external agencies for provision of services by regulated health professionals, regulated social service professionals and paraprofessionals:
- I. Will not result in the reduction in the total number of members in the bargaining unit or a reduction of hours of work or the work week.
  - II. Must provide for supplementing but not duplicating the services of School Board PSSP and paraprofessionals in accordance with L24.0 Contracting out.
- L25.02 On an annual basis, the Bargaining Unit will be consulted regarding any review and/or update to protocols, policies, procedures and/or partnerships with external agencies

## **Article L26.0 – EMPLOYEE BENEFITS**

### **L26.01 Benefits**

Eligibility and premium obligations of employees shall be determined by the Employee Life and Health Trust (ELHT) benefits.

### **L26.02 Long Term Disability**

The Board is the policyholder of the Long-Term Disability plan on behalf of the members. Parties shall participate in the Long-Term Disability Plan as a condition of their employment. Premiums are 100% paid by the member. The Board shall administer the plan.

Any changes to the LTD plan will only be made after consultation with the Bargaining Unit President.

## **Article L27.0 – CATEGORIES OF EMPLOYEES**

### **L27.01 Permanent Employees**

A Permanent Employee is an employee that has been hired to a permanent assignment.

Permanent Employee status is only awarded to the successful candidate for a posted permanent vacant position, upon completion of the probationary period. In accordance with Article L20.01, Seniority shall be effective from the original date of hire.

### **L27.02 College Membership for Permanent Employees**

For positions that require registration in a professional college, membership in the appropriate professional college will be required in order to be eligible for Permanent Employee status. Permanent employees must maintain their membership in good status as a condition of employment.

A permanent position may be full-time or part-time. A full-time assignment is five (5) days and thirty-five (35) hours per week. A part-time assignment is fewer than five (5) days per week.

### **L27.03 Temporary Employees**

A Temporary Employee is hired for specific short term duties, or to replace a Permanent Employee who is expected to return to work, or for a time limited assignment above staff complement. A temporary position may be full-time or part-time. A full-time assignment is five (5) days per week. A part-time assignment is fewer than five (5) days per week.

The assignment of a Temporary Employee may end prior to the anticipated assignment end date, with no notice of termination required.

### **L27.04 College Membership for Temporary Employees**

For positions that require registration in a professional college, membership in the appropriate professional college will be required in order to be hired as a Temporary Employee. Temporary Employees must maintain their membership in good status as a condition of employment.

Temporary employees are recognized to be members of the bargaining unit as of the first day of employment.

## **Article L28.0 – SALARY**

### **L28.01 Method of Payment**

1. Salary levels and rates of pay and allowances are provided in Schedule A & B. Employees shall be paid bi-weekly based on 1/26 of annual salary.
2. Temporary employees shall be paid based on the hourly rate in accordance with the salary grid.
3. An employee with additional degrees will be granted an educational allowance as per the allowance grid in Schedule B. The additional degree must be beyond what is required, including prerequisites, as per the posted qualifications for the position as per Schedule D. Such educational allowances shall be reported to OMERS by the Board as pensionable earnings.
4. Wages for employees who perform assessments as a term opportunity will be paid in a lump sum as per Schedule C. Lump sum payments will not generate any sick leave quotas.

### **L28.02 Placement on Grid**

1. For newly-hired employees, previous direct and related experience prior to employment with the Board shall be recognized up to the category maximum for purposes of placement on the salary grid.
2. Grid movement will not occur if an employee is not working during the year in question. An exception to the working requirement for grid movement would be a statutory leave of absence.
3. For newly hired Permanent Employees who were previously employed as Temporary Employees with the Board, the calculation of step placement will not result in a lower step placement than the one assigned during the Employee's last temporary contract. As well, the calculation will also take into account experience gained since the Employees' last step placement review.
4. For Permanent Employees moving to a new position within the Bargaining Unit, the calculation of step placement will not result in a lower step-placement on the new salary grid than the one assigned during the Employee's last position. The calculation will also take into account experience gained since the Employees' last step placement review.
5. Employees may request a review of step placement if they have reason to believe they have been

improperly placed on the salary grid at the date of hire.

6. For the purpose of defining one year's experience, for positions less than 12 months, 10 months will constitute 1 year. For 12 month positions, 12 months will constitute 1 year.
7. A permanent 10 month employee shall move up to the next step on the salary grid commencing on the first day worked of the new school year.
8. A permanent 12 month employee shall move up to the next step on the salary grid every twelve (12) months based on their anniversary date of hire.

## **Article L29.0 – WORK YEAR**

### **L29.01 Ten-Month Employees:**

For ten-month employees, the work year consists of 226 paid days. The work schedule includes 194 school days and the week prior to Labour Day. In addition, employees are paid for statutory holidays, vacation over Christmas and March Break, Easter Monday, and five (5) vacation days immediately following the last day of the school year. Paid vacation entitlements will be prorated based on an employee's FTE status.

### **L29.02 Twelve-Month Employees:**

For twelve-month employees, the work year consists of 260 paid days, and includes statutory holidays, paid holidays and paid vacation in accordance with their vacation entitlement.

## **Article L30.0 – LIEU TIME**

Hours worked in excess of 40 hours per week are to be compensated at a rate of 1-1/2 times per hour or time off in lieu up to two additional days per school year.

- (i) Prior approval to work overtime is to be granted by the Supervisor and the Superintendent of Exceptional Learners.
- (ii) All requests for lieu time leave must be submitted on the appropriate form, two weeks in advance and approved under the signature of the Supervisor and the Superintendent of Exceptional Learners.
- (iii) Lieu time should be awarded during the course of a school year and cannot be carried over to the next school year. Due to extenuating circumstances exceptions can be made with mutual consent of the parties.

## **Article L31.0 – SUPERVISION OF MEMBERS IN SUPERVISED PRACTICE**

Employees who are registered for autonomous practice by the College of Psychologists of Ontario and who provide supervision of their peers who are not registered for autonomous practice in school psychology with the College, shall receive an annual Supervision Allowance.

Employees in the Bargaining Unit shall not be requested by the Board to conduct an evaluation of another Bargaining Unit member.

When a Bargaining Unit member is providing supervision to another Bargaining Unit member, any concerns of a supervisory nature shall be deferred to the Manager and Lead of Psychology Services at the request of either party. The Board will allocate a maximum of \$6,666 to be distributed annually to those providing supervision.

Supervision of a non-registered employee by Bargaining Unit Members shall be on a voluntary basis and their workload may be reviewed by the Board on a case by case basis.

## **Article L32.0 – STATUTORY HOLIDAYS, PAID HOLIDAYS AND VACATION**

### **L32.01 Statutory Holidays**

10 and 12 month employees will be paid for the following statutory holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

### **L32.02 Paid Holidays**

10 and 12 month employees are also paid for Easter Monday, a designated Board holiday. 12 month employees are also paid for the Civic Holiday.

### **L32.03 Vacation**

#### **12 Month Employees**

Vacation entitlement is based on accrued continuous service from September 1st to August 31st each year. A full time employee holding a 12 month position shall receive vacation with pay in accordance with the chart below. An employee who works less than full time shall have their vacation entitlement pro-rated.

Length of Continuous Service	Vacation pay entitlement
Less than 1 year	1.25 working days per month
After 1 year	15 working days
After 2 years	20 working days
After 15 years	25 working days
After 25 years	30 working days

## **Article L33.0 – PENSIONS**

The pension plans presently in force shall continue in accordance with the provisions of the Ontario Municipal Employees Retirement Savings Plan (OMERS) and Ontario Teachers' Pension Plans (OTPP) and participation will be mandatory for all Permanent Employees with any required Employee contributions, if applicable, being deducted through bi-weekly payroll deduction. Employees who are not Permanent Employees and who are eligible to enroll in the Ontario Municipal Employees Retirement System 26 (OMERS) shall be given the opportunity within 60 days following their hire date, subject to the requirements set out in the Pension

Benefits Act.

## **Article L34.0 – PAY EQUITY**

The parties agree to jointly maintain the pay equity plan.

Within seventy (70) business days of ratification of the collective agreement, the Bargaining Unit and the Board will meet to discuss next steps. Any extension to this timeline shall only be by mutual agreement.

## **Article L35.0 – LEAVES OF ABSENCE WITH PAY**

**Permanent employees receive the following leaves of absence with pay:**

### **L35.01 Jury Duty**

The Board will grant a leave of absence with pay when an employee is required to be absent because of jury duty or subpoena. Fees received by the employee for jury duty or for being a witness shall be remitted to the Board, excluding legitimate expenses incurred.

### **L35.02 Bereavement Leave**

When an employee is required to be absent from work because of the death of a member of their immediate family they are granted up to five (5) consecutive business days with pay. Exceptions on days being consecutive may be made on a case by case basis. Immediate family is defined as spouse, child, parent, parent-in-law, grandparent, grandchild, and sibling.

In extenuating circumstances, requests will be reviewed by the Board based on the circumstances of the death and the responsibility of the Bargaining Unit Member for the funeral and other arrangements.

Bereavement leave is extended to temporary employees filling a temporary vacancy.

### **L35.03 Funeral Day**

The Board may grant up to one (1) day off work with pay for the employee because of the death of any person. Such leave may be taken in hourly increments.

### **L35.04 Personal Time**

Employees are entitled to fourteen (14) hours of personal time per school year, to be taken in hourly increments. Personal time may be used for:

- a. Doctor or dentist appointment
- b. Moving to a new place of residence
- c. Impassable roads
- d. Urgent personal business that cannot be attended to outside of normal working hours
- e. Graduation of employee, spouse or child
- f. To vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and/or for attendance at Indigenous cultural / ceremonial events for employees who self-identify as Indigenous.

### **L35.05 Family Assistance**

The Board may grant a maximum of three (3) days off with pay per school year, provided the Board is satisfied that such a leave is due to a family emergency within the employee's immediate family. Such leave may be taken in hourly increments.



Any requests for special consideration due to extreme circumstances may be forwarded to the Manager Employee Relations, Support Services.

#### **L35.06 Personal Day**

The Board will grant an employee one (1) day off with pay per school year for personal reasons. Such leave will be applied for at least two weeks in advance of the day of absence.

#### **L35.07 Religious Holidays**

For observance of a religious holy day where the tenets of the faith require the employee to be absent from work, the Board will grant an employee a maximum of two (2) days per school year.

### **Article L36.0 – LEAVES OF ABSENCE WITHOUT PAY**

#### **L36.01 Legislative Leave Conditions**

Legislative leaves are job protected leaves that are provided for by legislation. The terms, conditions and eligibility for the leave are defined by the Ontario Employment Standards Act (ESA). Such leaves include Pregnancy, Parental, Family Medical Leave and Critical Illness Leave. Employees accessing these leaves must provide to the Board such evidence as necessary to prove entitlement under the ESA.

An employee shall notify the supervisor in line with the provisions of the ESA and as soon as possible of the requirement for a leave. In the case of pregnancy and/or parental leave, the employee will provide notification at least two (2) weeks before the expected due date or in the case of adoption, at least two (2) weeks prior to the date the child is expected to come into the parent's care.

An employee on a Legislative leave will have their position, assignment and FTE guaranteed subject to other terms and conditions of this collective agreement including Article L23.0 (Layoff and Recall). Seniority will continue to accrue during such leaves and upon return, and where applicable, employees will receive any pay increment or part thereof to which they would have been eligible, had it not been but for the leave.

Where an employee is on such leave(s), the Board shall continue to pay its share of the benefit premiums, where applicable.

An employee may be permitted to return to work prior to the termination of the period of leave, with four (4) weeks' notice.

#### **L36.02 Pregnancy Leave SEB Plan**

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

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

Employees in term assignments shall be entitled to the benefits outlined above, with the length of the SEB benefit limited by the term of the assignment.

Casual employees are not entitled to pregnancy leave benefits.

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.

Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.

Where any part of the eight (8) weeks falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

Permanent employees and employees in term assignments who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP subject to meeting the requirements to provide acceptable medical verification.

If an employee begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.

The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

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.

### **L36.03 Non-Legislative Leaves**

Non-Legislative leaves are leaves for which the terms and conditions are not provided for through legislation. Such leaves are granted without pay and without loss of seniority. Non- legislative leaves are subject to prior approval by the Board and shall not be unreasonably denied. Non- legislative leaves include extended parental leave as well as short and long term leaves.

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

The employee who wants to continue accessing benefits is responsible for making arrangements with the provider of the Employee Life and Health Trust (ELHT) benefits plan.

Upon return from leave and subject to other terms article L23.0 (Layoff and Recall) this Agreement, the employee shall return to their position with the same FTE status unless a different FTE status is agreed to by the employee and the Board.

### **L36.04 Extended Parental Leave**

Extended Parental Leave is a non-legislated unpaid leave of absence that commences immediately following the last day of Pregnancy/Parental Leave.

Extended Parental Leave will be granted for a period of up to two (2) years.

### **L36.05 Short and Long Term Leaves**

An employee may request up to one (1) year without pay (with a possible extension of an additional year). A written application for such leave must be submitted by the employee at least one (1) month prior to the requested leave.

An employee returning from a leave of absence shall be reinstated in the position held prior to the leave.

### **L36.06 Leaves for Federal, Provincial and Municipal Elections**

The Board recognizes the right of a Bargaining Unit Member to participate in public affairs. Therefore, upon written request, the Board shall allow a leave of absence without pay and without loss of benefits or seniority, so that the Bargaining Unit Member may be a candidate in federal, provincial or municipal elections. Any Bargaining Unit Member who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

**Upon written request, an employee granted leave shall be entitled to participate in the benefit package by the payment of 100% of the premium.**

### **Article L37.0 – SICK LEAVE**

Upon returning to work from a sick leave absence for five (5) or more days, an employee is required to present medical confirmation of their illness or injury.

An employee must inform their supervisor of their absence prior to the absence and as soon as possible but no later than the beginning of the scheduled work day. The employee will provide the reason for the absence and the expected duration when known.

For the purpose of sick leave, temporary employees, except those performing assessments as a term opportunity, are treated as employees in a term assignment and are eligible for sick leave from the first day of work.

### **L37.01 Employee Medical Files**

The Board shall ensure that all medical records and information are handled in a confidential manner and stored in a secure location.

### **of Article L38.0 – WORKPLACE SAFETY AND INSURANCE BOARD**

L38.01 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the Board shall pay full salary. Payments by the Workplace Safety Insurance Board shall be made to the Board.

L38.02 The top-up amount shall be paid for a maximum of four years and six months.

L38.03 An employee required to attend a Workplace Safety and Insurance Board or Workplace Safety and Insurance Tribunal hearing of any kind, which has been initiated by the Board, shall be paid full salary by the Board for the time required to attend the hearing only. This does not include travel time to and from the hearing.

### **Article L39.0 – FEDERATION LEAVES**

L39.01 The Board agrees to release from duties one person designated by the Federation as PSSP Bargaining Unit President. Such release time shall be for two (2) days per month. For one (1) release day per month, the Bargaining Unit will reimburse the Board the full amount of salary and benefits at the middle level of the salary grid of the President's job classification.

L39.02 The Board agrees to release from duties one person designated by the Federation as PSSP Bargaining Unit Chief Negotiator/Grievance Officer. Such release time shall be for one (1) day per month. For

one (1) release day per month, the Bargaining Unit will reimburse the Board the full amount of salary and benefits at the middle level of the salary grid of the Chief Negotiator/Grievance Officer job classification.

- L39.03 The Board agrees that the Bargaining Unit President shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this Collective Agreement.
- L39.04 The Board shall release from duties, representatives of the union for the purpose of carrying out union business to a maximum of thirty (30) days per school year. The Bargaining Unit will reimburse the Board the full amount of salary and benefits at the middle level of the salary grid of the job classification of the released representative. When possible, these absences are to be requested, two weeks in advance or earlier if known, in writing to the Manager of Employee Relations, Support Services.
- L39.05 An employee elected, appointed, or employed in a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay or benefits for a maximum of two (2) years. Leave shall be granted on a year-by- year basis, provided the employee notifies the Board each school year of the need for the leave. Notification will be provided to the Board in writing within seven (7) days of the end of the year contract.
- L39.06 Bargaining unit members on Federation Leave shall continue to accrue seniority and will not receive credit for sick leave or experience.
- L39.07 Bargaining unit members on Federation Leave shall be eligible to continue participation in the employee benefits in which the employee was enrolled prior to taking leave, provided the employee contributes one hundred percent (100%) of the premium cost.
- L39.08 Where the organization to which the employee is appointed or elected requests the leave be in the form of a secondment from the Board, the Board agrees to arrange such a secondment, subject to written confirmation of details with the organization.
- L39.09 An employee returning from leave shall return to the same position occupied prior to taking leave or a comparable position.

#### **Article L40.0 – EMPLOYEE FILES**

- L40.01 An employee or an OSSTF representative having written authorization from the employee, will be allowed to review and receive copies of the employee's personnel file during normal business hours, upon prior request to the person designated by the Board. Such review must be made in the presence of a member of the Human Resources staff, at a time that is mutually arranged between the Human Resources staff and the employee or OSSTF representative.
- L40.02 The employee may be accompanied by an OSSTF representative.
- L40.03 If the employee disputes the accuracy or completeness of any information in the employee's personnel file, the Board shall, where possible within fifteen (15) days from receipt of a request by the employee stating the alleged inaccuracy, either confirm or amend the information on record.
- L40.04 The employee shall have the right to respond in writing to any document contained in or to be placed

in the employee's personnel file. The written response shall not contain any defamatory comments. The written response shall become part of the employee's permanent personnel record.

L40.05 Documents of a disciplinary nature shall be removed from the employee's file twenty-four (24) months after the date of issue on the condition that there are no additional disciplinary concerns within that time period. Removal of these documents shall not be unreasonably denied.

L40.06 When disciplinary documentation is placed in the employee's file, a copy shall be given to the employee.

#### **Article L41.0 – TRAVEL**

Employees shall be reimbursed for use of their personal automobiles on Board business in accordance with Board policy.

#### **Article L42.0 – COPIES OF AGREEMENT**

Within thirty (30) days after the agreement has been signed, the agreement will be posted electronically, in the Board's Staff Conference Site and the Board will notify employees by email that it has been posted.

#### **Article L43.0 – LIABILITY COVERAGE INSURANCE**

The Board shall maintain liability insurance to cover employees in the performance of duties and responsibilities.

#### **Article L44.0 – COLLEGE MEMBERSHIP**

The Board recognizes that certain employees are required to hold membership in their respective Ontario Professional College / Regulatory Body, and that they have an obligation to abide by the regulations governing their profession.

An employee who is required, as part of their position with the Board, to maintain membership in a professional association shall be reimbursed up to \$475.00 per year for annual professional membership fees. In order to be reimbursed by the Board, the appropriate documentation must be submitted to the Human Resources Department.

#### **Article L45.0 – PROFESSIONAL DEVELOPMENT**

The Board shall allocate funding to be accessed by employees for the purpose of professional development.

- Funding shall be equal to \$200 per full-time equivalent.
- These funds are eligible to be used to purchase resources related to professional development and are not to include technology.
- **Resources purchased are the property of the Board.**
- Requests for approval to attend a Professional Development activity on a work day are to be submitted to the Member's supervisor. Approval will not be unreasonably denied.
- Such applications must be received by the Superintendent of Exceptional Learners by no later than September 1st of each school year.
- Any funds unspent in a work year shall be used to further top up reimbursement of the costs that

were incurred by employees while participating in professional development activities. The Union President will be provided with an account summary of unused funds by June 1st of each school year.

An Employee invited to present a formal address at a conference and/or to give a course related to their field of employment must seek approval of the Superintendent of Exceptional Learners. The employee may be granted leave with pay for that purpose. The content of the presentation must be submitted to the Superintendent of Exceptional Learners prior to attending the conference.

An Employee who participates in such professional development activities shall be treated in all respects as if they are actively at work, covered by all the terms and provisions of this agreement.

#### **Article L46.0 – COURSE REIMBURSEMENT**

L46.01 The Board will pay 100% of the tuition fee upon the successful completion of a job-related course in which an employee enrolls at the request of the Board; not to include courses which are prerequisites for an individual to hold a specific position.

L46.02 An employee will be reimbursed 50% of the tuition fee upon the successful completion of a pre-approved job-related course in which an employee chooses to enroll. The maximum amount per course for reimbursement purposes is \$350. The courses shall be offered by an accredited educational institution (college or university). The Superintendent of Exceptional Learners shall have the right to determine whether a course is job related and pre-approved for reimbursement. In order to be reimbursed by the Board, the appropriate documentation must be submitted to the Human Resources department.

#### **Article L47.0 – WORKSPACE**

##### **L47.01 Work Sites**

In consultation with the Bargaining Unit Member, the Principal will provide a safe and appropriate workspace at the school ensuring suitable space for counselling, testing, parent meetings, and other services. The workspace shall be private, but not isolated, for confidentiality and safety purposes. If difficulties arise and a solution is not possible, then the issue will be referred to the immediate Supervisor and the Bargaining Unit President for resolution.

Bargaining Unit Members will be given priority when scheduling workspace.

##### **L47.02 Central Board Office & Field Office (where applicable)**

In consultation with the Bargaining Unit Member, the supervisor will provide a safe and appropriate workspace at the Central Board Office/Field Office ensuring suitable space for report writing, privacy, and other administrative duties.

If difficulties arise and a solution is not possible, the issue will be referred to the Superintendent of Exceptional Learners and the Bargaining Unit President for resolution.

#### **Article L48.0 – USE OF FACILITIES AND MAIL DELIVERY SYSTEM**

L48.01 The Board will allow the Bargaining Unit the use of its premises and facilities without cost to the Bargaining Unit, providing there is no cost incurred by the Board. The Bargaining Unit is to work through the Permits Department to book an appropriate location.

L48.01 The Board will allow the Bargaining Unit to access the Board's mail delivery system, electronic mail and courier service without cost to the Bargaining Unit, to be used in accordance with Board policies and procedures.

#### **Article L49.0 – HOME VISITS**

Home visits shall be conducted in accordance with the Working Alone Procedure. The Board will not amend the Working Alone Procedure without consultation with the Bargaining Unit.

#### **Article L50.0 – PRIVACY**

##### **Recording of Meetings**

Bargaining Unit Members are not to attend, virtually or in person, any student/parent/guardian and/or third party meeting which is video or voice recorded. This does not include staff meetings and/or trainings: in-person or virtual, where recordings are made for professional use and development.

#### **Article L51.0 - EQUITY & INCLUSION**

The Board will invite one member of the Bargaining Unit Executive (or designate) to serve on the Board's Equity Committee. When committee meetings are held during work hours, the Board shall grant release time to the attending Bargaining Unit member, at the cost of the Board.

## SCHEDULE A

### YORK CATHOLIC DISTRICT SCHOOL BOARD

OSSTF\_PSSP 1

### ORIENTATION MOBILITY SPECIALIST COMMUNICATIVE DISORDERS ASSISTANT OCCUPATIONAL THERAPY/PHYSICAL THERAPY ASSISTANT

Effective September 1, 2022

YEAR	ANNUM	Temporary Hourly Rate		Hourly Rate less Vacation Pay
0	\$47,151	\$1,813.50	\$29.80	\$28.65
1	\$49,864	\$1,917.85	\$31.52	\$30.31
2	\$52,577	\$2,022.19	\$33.23	\$31.95
3	\$55,289	\$2,126.50	\$34.95	\$33.61
4	\$58,003	\$2,230.88	\$36.66	\$35.25
5	\$60,715	\$2,335.19	\$38.38	\$36.90
6	\$63,429	\$2,439.58	\$40.09	\$38.55
7	\$66,146	\$2,544.08	\$41.81	\$40.20
8	\$68,859	\$2,648.42	\$43.53	\$41.86
9	\$71,571	\$2,752.73	\$45.24	\$43.50
10	\$74,286	\$2,857.15	\$46.96	\$45.15



OSSTF\_PSSP 1

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**ORIENTATION MOBILITY SPECIALIST  
COMMUNICATIVE DISORDERS ASSISTANT  
OCCUPATIONAL THERAPY/PHYSICAL THERAPY ASSISTANT**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>	<b>Temporary Hourly Rate</b>		<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$48,733	\$1,874.35	\$30.80	\$29.62
<b>1</b>	\$51,446	\$1,978.69	\$32.52	\$31.27
<b>2</b>	\$54,159	\$2,083.04	\$34.23	\$32.91
<b>3</b>	\$56,871	\$2,187.35	\$35.95	\$34.57
<b>4</b>	\$59,585	\$2,291.73	\$37.66	\$36.21
<b>5</b>	\$62,297	\$2,396.04	\$39.38	\$37.87
<b>6</b>	\$65,011	\$2,500.42	\$41.09	\$39.51
<b>7</b>	\$67,728	\$2,604.92	\$42.81	\$41.16
<b>8</b>	\$70,441	\$2,709.27	\$44.53	\$42.82
<b>9</b>	\$73,153	\$2,813.58	\$46.24	\$44.46
<b>10</b>	\$75,868	\$2,918.00	\$47.96	\$46.12

OSSTF\_PSSP 1

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**ORIENTATION MOBILITY SPECIALIST  
COMMUNICATIVE DISORDERS ASSISTANT  
OCCUPATIONAL THERAPY/PHYSICAL THERAPY ASSISTANT**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>	<b>Temporary Hourly Rate</b>		<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$50,315	\$1,935.19	\$31.80	\$30.58
<b>1</b>	\$53,028	\$2,039.54	\$33.52	\$32.23
<b>2</b>	\$55,741	\$2,143.88	\$35.23	\$33.88
<b>3</b>	\$58,453	\$2,248.19	\$36.95	\$35.53
<b>4</b>	\$61,167	\$2,352.58	\$38.66	\$37.17
<b>5</b>	\$63,879	\$2,456.88	\$40.38	\$38.83
<b>6</b>	\$66,593	\$2,561.27	\$42.09	\$40.47
<b>7</b>	\$69,310	\$2,665.77	\$43.81	\$42.13
<b>8</b>	\$72,023	\$2,770.12	\$45.53	\$43.78
<b>9</b>	\$74,735	\$2,874.42	\$47.24	\$45.42
<b>10</b>	\$77,450	\$2,978.85	\$48.96	\$47.08

OSSTF\_PSSP 1

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**ORIENTATION MOBILITY SPECIALIST  
COMMUNICATIVE DISORDERS ASSISTANT  
OCCUPATIONAL THERAPY/PHYSICAL THERAPY ASSISTANT**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$51,897	\$1,996.04	\$32.80	\$31.54
<b>1</b>	\$54,610	\$2,100.38	\$34.52	\$33.19
<b>2</b>	\$57,323	\$2,204.73	\$36.23	\$34.84
<b>3</b>	\$60,035	\$2,309.04	\$37.95	\$36.49
<b>4</b>	\$62,749	\$2,413.42	\$39.66	\$38.13
<b>5</b>	\$65,461	\$2,517.73	\$41.38	\$39.79
<b>6</b>	\$68,175	\$2,622.12	\$43.09	\$41.43
<b>7</b>	\$70,892	\$2,726.62	\$44.81	\$43.09
<b>8</b>	\$73,605	\$2,830.96	\$46.53	\$44.74
<b>9</b>	\$76,317	\$2,935.27	\$48.24	\$46.38
<b>10</b>	\$79,032	\$3,039.69	\$49.96	\$48.04

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 1a**

**Special Education Assistive Technology (SEA) Technician - 12 month**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>	
<b>0</b>	\$63,645	\$2,447.88
<b>1</b>	\$64,037	\$2,462.96
<b>2</b>	\$64,428	\$2,478.00
<b>3</b>	\$64,817	\$2,492.96
<b>4</b>	\$65,209	\$2,508.04
<b>5</b>	\$65,597	\$2,522.96
<b>6</b>	\$65,989	\$2,538.04
<b>7</b>	\$66,377	\$2,552.96
<b>8</b>	\$66,771	\$2,568.12

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 1a**

**Special Education Assistive Technology (SEA) Technician - 12 month**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUAL</b>	
<b>0</b>	\$65,465	\$2,517.88
<b>1</b>	\$65,857	\$2,532.96
<b>2</b>	\$66,248	\$2,548.00
<b>3</b>	\$66,637	\$2,562.96
<b>4</b>	\$67,029	\$2,578.04
<b>5</b>	\$67,417	\$2,592.96
<b>6</b>	\$67,809	\$2,608.04
<b>7</b>	\$68,197	\$2,622.96
<b>8</b>	\$68,591	\$2,638.12

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 1a**

**Special Education Assistive Technology (SEA) Technician - 12 month**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>	
<b>0</b>	\$67,285	\$2,587.88
<b>1</b>	\$67,677	\$2,602.96
<b>2</b>	\$68,068	\$2,618.00
<b>3</b>	\$68,457	\$2,632.96
<b>4</b>	\$68,849	\$2,648.04
<b>5</b>	\$69,237	\$2,662.96
<b>6</b>	\$69,629	\$2,678.04
<b>7</b>	\$70,017	\$2,692.96
<b>8</b>	\$70,411	\$2,708.12

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 1a**

**Special Education Assistive Technology (SEA) Technician - 12 month**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>	
<b>0</b>	\$69,105	\$2,657.88
<b>1</b>	\$69,497	\$2,672.96
<b>2</b>	\$69,888	\$2,688.00
<b>3</b>	\$70,277	\$2,702.96
<b>4</b>	\$70,669	\$2,718.04
<b>5</b>	\$71,057	\$2,732.96
<b>6</b>	\$71,449	\$2,748.04
<b>7</b>	\$71,837	\$2,762.96
<b>8</b>	\$72,231	\$2,778.12

OSSTF\_PSSP 1b

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**Special Education Software Specialist - 12-month**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>	
<b>0</b>	\$60,254	\$2,317.46
<b>1</b>	\$62,288	\$2,395.69
<b>2</b>	\$64,357	\$2,475.27
<b>3</b>	\$66,425	\$2,554.81
<b>4</b>	\$68,471	\$2,633.50
<b>5</b>	\$70,515	\$2,712.12
<b>6</b>	\$72,581	\$2,791.58
<b>7</b>	\$74,656	\$2,871.38
<b>8</b>	\$76,707	\$2,950.27



OSSTF\_PSSP 1b

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**Special Education Software Specialist - 12-month**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>	
<b>0</b>	\$62,074	\$2,387.46
<b>1</b>	\$64,108	\$2,465.69
<b>2</b>	\$66,177	\$2,545.27
<b>3</b>	\$68,245	\$2,624.81
<b>4</b>	\$70,291	\$2,703.50
<b>5</b>	\$72,335	\$2,782.12
<b>6</b>	\$74,401	\$2,861.58
<b>7</b>	\$76,476	\$2,941.38
<b>8</b>	\$78,527	\$3,020.27

OSSTF\_PSSP 1b

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**Special Education Software Specialist - 12-month**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>	
<b>0</b>	\$63,894	\$2,457.46
<b>1</b>	\$65,928	\$2,535.69
<b>2</b>	\$67,997	\$2,615.27
<b>3</b>	\$70,065	\$2,694.81
<b>4</b>	\$72,111	\$2,773.50
<b>5</b>	\$74,155	\$2,852.12
<b>6</b>	\$76,221	\$2,931.58
<b>7</b>	\$78,296	\$3,011.38
<b>8</b>	\$80,347	\$3,090.27

OSSTF\_PSSP 1b

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**Special Education Software Specialist - 12-month**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>	
<b>0</b>	\$65,714	\$2,527.46
<b>1</b>	\$67,748	\$2,605.69
<b>2</b>	\$69,817	\$2,685.27
<b>3</b>	\$71,885	\$2,764.81
<b>4</b>	\$73,931	\$2,843.50
<b>5</b>	\$75,975	\$2,922.12
<b>6</b>	\$78,041	\$3,001.58
<b>7</b>	\$80,116	\$3,081.38
<b>8</b>	\$82,167	\$3,160.27

OSSTF\_PSSP 2

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**BEHAVIOUR RESOURCE WORKER  
ABA ASSOCIATE**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$48,326	\$1,858.69	\$30.55	\$29.38
<b>1</b>	\$51,284	\$1,972.46	\$32.42	\$31.17
<b>2</b>	\$54,242	\$2,086.23	\$34.29	\$32.97
<b>3</b>	\$57,202	\$2,200.08	\$36.16	\$34.77
<b>4</b>	\$60,161	\$2,313.88	\$38.03	\$36.57
<b>5</b>	\$63,120	\$2,427.69	\$39.90	\$38.37
<b>6</b>	\$66,080	\$2,541.54	\$41.77	\$40.16
<b>7</b>	\$69,043	\$2,655.50	\$43.64	\$41.96
<b>8</b>	\$72,002	\$2,769.31	\$45.51	\$43.76
<b>9</b>	\$74,959	\$2,883.04	\$47.38	\$45.56
<b>10</b>	\$77,919	\$2,996.88	\$49.25	\$47.36

OSSTF\_PSSP 2

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**BEHAVIOUR RESOURCE WORKER  
ABA ASSOCIATE**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$49,908	\$1,919.54	\$31.55	\$30.34
<b>1</b>	\$52,866	\$2,033.31	\$33.42	\$32.13
<b>2</b>	\$55,824	\$2,147.08	\$35.29	\$33.93
<b>3</b>	\$58,784	\$2,260.92	\$37.16	\$35.73
<b>4</b>	\$61,743	\$2,374.73	\$39.03	\$37.53
<b>5</b>	\$64,702	\$2,488.54	\$40.90	\$39.33
<b>6</b>	\$67,662	\$2,602.38	\$42.77	\$41.13
<b>7</b>	\$70,625	\$2,716.35	\$44.64	\$42.92
<b>8</b>	\$73,584	\$2,830.15	\$46.51	\$44.72
<b>9</b>	\$76,541	\$2,943.88	\$48.38	\$46.52
<b>10</b>	\$79,501	\$3,057.73	\$50.25	\$48.32

OSSTF\_PSSP 2

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**BEHAVIOUR RESOURCE WORKER  
ABA ASSOCIATE**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$51,490	\$1,980.38	\$32.55	\$31.30
<b>1</b>	\$54,448	\$2,094.15	\$34.42	\$33.10
<b>2</b>	\$57,406	\$2,207.92	\$36.29	\$34.89
<b>3</b>	\$60,366	\$2,321.77	\$38.16	\$36.69
<b>4</b>	\$63,325	\$2,435.58	\$40.03	\$38.49
<b>5</b>	\$66,284	\$2,549.38	\$41.90	\$40.29
<b>6</b>	\$69,244	\$2,663.23	\$43.77	\$42.09
<b>7</b>	\$72,207	\$2,777.19	\$45.64	\$43.88
<b>8</b>	\$75,166	\$2,891.00	\$47.51	\$45.68
<b>9</b>	\$78,123	\$3,004.73	\$49.38	\$47.48
<b>10</b>	\$81,083	\$3,118.58	\$51.25	\$49.28

OSSTF\_PSSP 2

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**BEHAVIOUR RESOURCE WORKER**

**ABA ASSOCIATE**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$53,072	\$2,041.23	\$33.55	\$32.26
<b>1</b>	\$56,030	\$2,155.00	\$35.42	\$34.06
<b>2</b>	\$58,988	\$2,268.77	\$37.29	\$35.86
<b>3</b>	\$61,948	\$2,382.62	\$39.16	\$37.65
<b>4</b>	\$64,907	\$2,496.42	\$41.03	\$39.45
<b>5</b>	\$67,866	\$2,610.23	\$42.90	\$41.25
<b>6</b>	\$70,826	\$2,724.08	\$44.77	\$43.05
<b>7</b>	\$73,789	\$2,838.04	\$46.64	\$44.85
<b>8</b>	\$76,748	\$2,951.85	\$48.51	\$46.64
<b>9</b>	\$79,705	\$3,065.58	\$50.38	\$48.44
<b>10</b>	\$82,665	\$3,179.42	\$52.25	\$50.24

OSSTF\_PSSP 3

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**ATTENDANCE COUNSELLOR**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$60,492	\$2,326.62	\$38.24	\$36.77
<b>1</b>	\$63,310	\$2,435.00	\$40.02	\$38.48
<b>2</b>	\$66,123	\$2,543.19	\$41.80	\$40.19
<b>3</b>	\$68,930	\$2,651.15	\$43.57	\$41.89
<b>4</b>	\$71,834	\$2,762.85	\$45.41	\$43.66
<b>5</b>	\$74,557	\$2,867.58	\$47.13	\$45.32
<b>6</b>	\$77,307	\$2,973.35	\$48.87	\$46.99
<b>7</b>	\$80,189	\$3,084.19	\$50.69	\$48.74
<b>8</b>	\$83,009	\$3,192.65	\$52.47	\$50.45
<b>9</b>	\$85,062	\$3,271.62	\$53.77	\$51.70
<b>10</b>	\$87,116	\$3,350.62	\$55.07	\$52.95



OSSTF\_PSSP 3

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**ATTENDANCE COUNSELLOR**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$62,074	\$2,387.46	\$39.24	\$37.73
<b>1</b>	\$64,892	\$2,495.85	\$41.02	\$39.44
<b>2</b>	\$67,705	\$2,604.04	\$42.80	\$41.15
<b>3</b>	\$70,512	\$2,712.00	\$44.57	\$42.86
<b>4</b>	\$73,416	\$2,823.69	\$46.41	\$44.63
<b>5</b>	\$76,139	\$2,928.42	\$48.13	\$46.28
<b>6</b>	\$78,889	\$3,034.19	\$49.87	\$47.95
<b>7</b>	\$81,771	\$3,145.04	\$51.69	\$49.70
<b>8</b>	\$84,591	\$3,253.50	\$53.47	\$51.41
<b>9</b>	\$86,644	\$3,332.46	\$54.77	\$52.66
<b>10</b>	\$88,698	\$3,411.46	\$56.07	\$53.91

OSSTF\_PSSP 3

YORK CATHOLIC DISTRICT SCHOOL BOARD

ATTENDANCE COUNSELLOR

Effective September 1, 2024

YEAR	ANNUM		Temporary Hourly Rate	Hourly Rate less Vacation Pay
0	\$63,656	\$2,448.31	\$40.24	\$38.69
1	\$66,474	\$2,556.69	\$42.02	\$40.40
2	\$69,287	\$2,664.88	\$43.80	\$42.12
3	\$72,094	\$2,772.85	\$45.57	\$43.82
4	\$74,998	\$2,884.54	\$47.41	\$45.59
5	\$77,721	\$2,989.27	\$49.13	\$47.24
6	\$80,471	\$3,095.04	\$50.87	\$48.91
7	\$83,353	\$3,205.88	\$52.69	\$50.66
8	\$86,173	\$3,314.35	\$54.47	\$52.38
9	\$88,226	\$3,393.31	\$55.77	\$53.63
10	\$90,280	\$3,472.31	\$57.07	\$54.88

OSSTF\_PSSP 3

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**ATTENDANCE COUNSELLOR**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$65,238	\$2,509.15	\$41.24	\$39.65
<b>1</b>	\$68,056	\$2,617.54	\$43.02	\$41.37
<b>2</b>	\$70,869	\$2,725.73	\$44.80	\$43.08
<b>3</b>	\$73,676	\$2,833.69	\$46.57	\$44.78
<b>4</b>	\$76,580	\$2,945.38	\$48.41	\$46.55
<b>5</b>	\$79,303	\$3,050.12	\$50.13	\$48.20
<b>6</b>	\$82,053	\$3,155.88	\$51.87	\$49.88
<b>7</b>	\$84,935	\$3,266.73	\$53.69	\$51.63
<b>8</b>	\$87,755	\$3,375.19	\$55.47	\$53.34
<b>9</b>	\$89,808	\$3,454.15	\$56.77	\$54.59
<b>10</b>	\$91,862	\$3,533.15	\$58.07	\$55.84

OSSTF\_PSSP 4

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**PHYSIOTHERAPIST/OCCUPATIONAL THERAPIST  
Special Education Assistive Technology (SEA) Planner**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$76,166	\$2,929.46	\$48.15	\$46.30
<b>1</b>	\$79,233	\$3,047.42	\$50.08	\$48.15
<b>2</b>	\$82,301	\$3,165.42	\$52.02	\$50.02
<b>3</b>	\$85,359	\$3,283.04	\$53.96	\$51.88
<b>4</b>	\$88,526	\$3,404.85	\$55.96	\$53.81
<b>5</b>	\$91,489	\$3,518.81	\$57.83	\$55.61
<b>6</b>	\$94,487	\$3,634.12	\$59.73	\$57.43
<b>7</b>	\$97,625	\$3,754.81	\$61.71	\$59.34
<b>8</b>	\$100,699	\$3,873.04	\$63.65	\$61.20
<b>9</b>	\$102,935	\$3,959.04	\$65.07	\$62.57
<b>10</b>	\$105,174	\$4,045.15	\$66.48	\$63.92

## YORK CATHOLIC DISTRICT SCHOOL BOARD

**PHYSIOTHERAPIST/OCCUPATIONAL THERAPIST  
Special Education Assistive Technology (SEA) Planner**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$77,748	\$2,990.31	\$49.15	\$47.26
<b>1</b>	\$80,815	\$3,108.27	\$51.08	\$49.12
<b>2</b>	\$83,883	\$3,226.27	\$53.02	\$50.98
<b>3</b>	\$86,941	\$3,343.88	\$54.96	\$52.85
<b>4</b>	\$90,108	\$3,465.69	\$56.96	\$54.77
<b>5</b>	\$93,071	\$3,579.65	\$58.83	\$56.57
<b>6</b>	\$96,069	\$3,694.96	\$60.73	\$58.39
<b>7</b>	\$99,207	\$3,815.65	\$62.71	\$60.30
<b>8</b>	\$102,281	\$3,933.88	\$64.65	\$62.16
<b>9</b>	\$104,517	\$4,019.88	\$66.07	\$63.53
<b>10</b>	\$106,756	\$4,106.00	\$67.48	\$64.88

OSSTF\_PSSP 4

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**PHYSIOTHERAPIST/OCCUPATIONAL THERAPIST  
Special Education Assistive Technology (SEA) Planner**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$79,330	\$3,051.15	\$50.15	\$48.22
<b>1</b>	\$82,397	\$3,169.12	\$52.08	\$50.08
<b>2</b>	\$85,465	\$3,287.12	\$54.02	\$51.94
<b>3</b>	\$88,523	\$3,404.73	\$55.96	\$53.81
<b>4</b>	\$91,690	\$3,526.54	\$57.96	\$55.73
<b>5</b>	\$94,653	\$3,640.50	\$59.83	\$57.53
<b>6</b>	\$97,651	\$3,755.81	\$61.73	\$59.36
<b>7</b>	\$100,789	\$3,876.50	\$63.71	\$61.26
<b>8</b>	\$103,863	\$3,994.73	\$65.65	\$63.13
<b>9</b>	\$106,099	\$4,080.73	\$67.07	\$64.49
<b>10</b>	\$108,338	\$4,166.85	\$68.48	\$65.85

OSSTF\_PSSP 4

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**PHYSIOTHERAPIST/OCCUPATIONAL THERAPIST  
Special Education Assistive Technology (SEA) Planner**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$80,912	\$3,112.00	\$51.15	\$49.18
<b>1</b>	\$83,979	\$3,229.96	\$53.08	\$51.04
<b>2</b>	\$87,047	\$3,347.96	\$55.02	\$52.90
<b>3</b>	\$90,105	\$3,465.58	\$56.96	\$54.77
<b>4</b>	\$93,272	\$3,587.38	\$58.96	\$56.69
<b>5</b>	\$96,235	\$3,701.35	\$60.83	\$58.49
<b>6</b>	\$99,233	\$3,816.65	\$62.73	\$60.32
<b>7</b>	\$102,371	\$3,937.35	\$64.71	\$62.22
<b>8</b>	\$105,445	\$4,055.58	\$66.65	\$64.09
<b>9</b>	\$107,681	\$4,141.58	\$68.07	\$65.45
<b>10</b>	\$109,920	\$4,227.69	\$69.48	\$66.81

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 5**

**Psycho-Educational Consultant**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$71,624	\$2,754.77	\$45.27	\$43.53
<b>1</b>	\$75,008	\$2,884.92	\$47.41	\$45.59
<b>2</b>	\$77,826	\$2,993.31	\$49.19	\$47.30
<b>3</b>	\$81,113	\$3,119.73	\$51.27	\$49.30
<b>4</b>	\$83,732	\$3,220.46	\$52.93	\$50.89
<b>5</b>	\$87,385	\$3,360.96	\$55.24	\$53.12
<b>6</b>	\$90,487	\$3,480.27	\$57.20	\$55.00
<b>7</b>	\$93,590	\$3,599.62	\$59.16	\$56.88
<b>8</b>	\$96,407	\$3,707.96	\$60.94	\$58.60
<b>9</b>	\$99,023	\$3,808.58	\$62.59	\$60.18
<b>10</b>	\$102,211	\$3,931.19	\$64.61	\$62.13



**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 5**

**Psycho-Educational Consultant**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$73,206	\$2,815.62	\$46.27	\$44.49
<b>1</b>	\$76,590	\$2,945.77	\$48.41	\$46.55
<b>2</b>	\$79,408	\$3,054.15	\$50.19	\$48.26
<b>3</b>	\$82,695	\$3,180.58	\$52.27	\$50.26
<b>4</b>	\$85,314	\$3,281.31	\$53.93	\$51.86
<b>5</b>	\$88,967	\$3,421.81	\$56.24	\$54.08
<b>6</b>	\$92,069	\$3,541.12	\$58.20	\$55.96
<b>7</b>	\$95,172	\$3,660.46	\$60.16	\$57.85
<b>8</b>	\$97,989	\$3,768.81	\$61.94	\$59.56
<b>9</b>	\$100,605	\$3,869.42	\$63.59	\$61.14
<b>10</b>	\$103,793	\$3,992.04	\$65.61	\$63.09

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 5**

**Psycho-Educational Consultant**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$74,788	\$2,876.46	\$47.27	\$45.45
<b>1</b>	\$78,172	\$3,006.62	\$49.41	\$47.51
<b>2</b>	\$80,990	\$3,115.00	\$51.19	\$49.22
<b>3</b>	\$84,277	\$3,241.42	\$53.27	\$51.22
<b>4</b>	\$86,896	\$3,342.15	\$54.93	\$52.82
<b>5</b>	\$90,549	\$3,482.65	\$57.24	\$55.04
<b>6</b>	\$93,651	\$3,601.96	\$59.20	\$56.92
<b>7</b>	\$96,754	\$3,721.31	\$61.16	\$58.81
<b>8</b>	\$99,571	\$3,829.65	\$62.94	\$60.52
<b>9</b>	\$102,187	\$3,930.27	\$64.59	\$62.11
<b>10</b>	\$105,375	\$4,052.88	\$66.61	\$64.05

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 5**

**Psycho-Educational Consultant**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$76,370	\$2,937.31	\$48.27	\$46.41
<b>1</b>	\$79,754	\$3,067.46	\$50.41	\$48.47
<b>2</b>	\$82,572	\$3,175.85	\$52.19	\$50.18
<b>3</b>	\$85,859	\$3,302.27	\$54.27	\$52.18
<b>4</b>	\$88,478	\$3,403.00	\$55.93	\$53.78
<b>5</b>	\$92,131	\$3,543.50	\$58.24	\$56.00
<b>6</b>	\$95,233	\$3,662.81	\$60.20	\$57.88
<b>7</b>	\$98,336	\$3,782.15	\$62.16	\$59.77
<b>8</b>	\$101,153	\$3,890.50	\$63.94	\$61.48
<b>9</b>	\$103,769	\$3,991.12	\$65.59	\$63.07
<b>10</b>	\$106,957	\$4,113.73	\$67.61	\$65.01

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 6**

**SPEECH LANGUAGE PATHOLOGIST**

**Mental Health Worker**

**Behaviour Analyst**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$76,207	\$2,931.04	\$48.17	\$46.32
<b>1</b>	\$79,613	\$3,062.04	\$50.32	\$48.38
<b>2</b>	\$82,998	\$3,192.23	\$52.46	\$50.44
<b>3</b>	\$86,426	\$3,324.08	\$54.63	\$52.53
<b>4</b>	\$89,806	\$3,454.08	\$56.77	\$54.59
<b>5</b>	\$93,238	\$3,586.08	\$58.94	\$56.67
<b>6</b>	\$96,600	\$3,715.38	\$61.06	\$58.71
<b>7</b>	\$100,020	\$3,846.92	\$63.22	\$60.79
<b>8</b>	\$103,398	\$3,976.85	\$65.36	\$62.85
<b>9</b>	\$105,451	\$4,055.81	\$66.66	\$64.10
<b>10</b>	\$107,507	\$4,134.88	\$67.96	\$65.35

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 6**

**SPEECH LANGUAGE PATHOLOGIST**

**Mental Health Worker**

**Behaviour Analyst**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$77,789	\$2,991.88	\$49.17	\$47.28
<b>1</b>	\$81,195	\$3,122.88	\$51.32	\$49.35
<b>2</b>	\$84,580	\$3,253.08	\$53.46	\$51.40
<b>3</b>	\$88,008	\$3,384.92	\$55.63	\$53.49
<b>4</b>	\$91,388	\$3,514.92	\$57.77	\$55.55
<b>5</b>	\$94,820	\$3,646.92	\$59.94	\$57.63
<b>6</b>	\$98,182	\$3,776.23	\$62.06	\$59.67
<b>7</b>	\$101,602	\$3,907.77	\$64.22	\$61.75
<b>8</b>	\$104,980	\$4,037.69	\$66.36	\$63.81
<b>9</b>	\$107,033	\$4,116.65	\$67.66	\$65.06
<b>10</b>	\$109,089	\$4,195.73	\$68.96	\$66.31

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 6**

**SPEECH LANGUAGE PATHOLOGIST**

**Mental Health Worker**

**Behaviour Analyst**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$79,371	\$3,052.73	\$50.17	\$48.24
<b>1</b>	\$82,777	\$3,183.73	\$52.32	\$50.31
<b>2</b>	\$86,162	\$3,313.92	\$54.46	\$52.37
<b>3</b>	\$89,590	\$3,445.77	\$56.63	\$54.45
<b>4</b>	\$92,970	\$3,575.77	\$58.77	\$56.51
<b>5</b>	\$96,402	\$3,707.77	\$60.94	\$58.60
<b>6</b>	\$99,764	\$3,837.08	\$63.06	\$60.63
<b>7</b>	\$103,184	\$3,968.62	\$65.22	\$62.71
<b>8</b>	\$106,562	\$4,098.54	\$67.36	\$64.77
<b>9</b>	\$108,615	\$4,177.50	\$68.66	\$66.02
<b>10</b>	\$110,671	\$4,256.58	\$69.96	\$67.27

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**OSSTF\_PSSP 6**

**SPEECH LANGUAGE PATHOLOGIST**

**Mental Health Worker**

**Behaviour Analyst**

**Effective September 1, 2025**

YEAR	ANNUM		Temporary Hourly Rate	Hourly Rate less Vacation Pay
0	\$80,953	\$3,113.58	\$51.17	\$49.20
1	\$84,359	\$3,244.58	\$53.32	\$51.27
2	\$87,744	\$3,374.77	\$55.46	\$53.33
3	\$91,172	\$3,506.62	\$57.63	\$55.41
4	\$94,552	\$3,636.62	\$59.77	\$57.47
5	\$97,984	\$3,768.62	\$61.94	\$59.56
6	\$101,346	\$3,897.92	\$64.06	\$61.60
7	\$104,766	\$4,029.46	\$66.22	\$63.67
8	\$108,144	\$4,159.38	\$68.36	\$65.73
9	\$110,197	\$4,238.35	\$69.66	\$66.98
10	\$112,253	\$4,317.42	\$70.96	\$68.23

OSSTF\_PSSP 7

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**REGISTERED PSYCHOLOGIST/PSYCHOLOGICAL ASSOCIATE**  
**Registered**

**Effective September 1, 2022**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$82,732	\$3,182.00	\$52.30	\$50.29
<b>1</b>	\$86,106	\$3,311.77	\$54.43	\$52.34
<b>2</b>	\$89,542	\$3,443.92	\$56.60	\$54.42
<b>3</b>	\$92,904	\$3,573.23	\$58.73	\$56.47
<b>4</b>	\$96,322	\$3,704.69	\$60.89	\$58.55
<b>5</b>	\$99,699	\$3,834.58	\$63.02	\$60.60
<b>6</b>	\$103,112	\$3,965.85	\$65.18	\$62.67
<b>7</b>	\$106,516	\$4,096.77	\$67.33	\$64.74
<b>8</b>	\$109,567	\$4,214.12	\$69.26	\$66.60
<b>9</b>	\$111,621	\$4,293.12	\$70.56	\$67.85
<b>10</b>	\$113,676	\$4,372.15	\$71.86	\$69.10



OSSTF\_PSSP 7

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**REGISTERED PSYCHOLOGIST/PSYCHOLOGICAL ASSOCIATE**  
**Registered**

**Effective September 1, 2023**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$84,314	\$3,242.85	\$53.30	\$51.25
<b>1</b>	\$87,688	\$3,372.62	\$55.43	\$53.30
<b>2</b>	\$91,124	\$3,504.77	\$57.60	\$55.38
<b>3</b>	\$94,486	\$3,634.08	\$59.73	\$57.43
<b>4</b>	\$97,904	\$3,765.54	\$61.89	\$59.51
<b>5</b>	\$101,281	\$3,895.42	\$64.02	\$61.56
<b>6</b>	\$104,694	\$4,026.69	\$66.18	\$63.63
<b>7</b>	\$108,098	\$4,157.62	\$68.33	\$65.70
<b>8</b>	\$111,149	\$4,274.96	\$70.26	\$67.56
<b>9</b>	\$113,203	\$4,353.96	\$71.56	\$68.81
<b>10</b>	\$115,258	\$4,433.00	\$72.86	\$70.06

OSSTF\_PSSP 7

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**REGISTERED PSYCHOLOGIST/PSYCHOLOGICAL ASSOCIATE**  
**Registered**

**Effective September 1, 2024**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$85,896	\$3,303.69	\$54.30	\$52.21
<b>1</b>	\$89,270	\$3,433.46	\$56.43	\$54.26
<b>2</b>	\$92,706	\$3,565.62	\$58.60	\$56.35
<b>3</b>	\$96,068	\$3,694.92	\$60.73	\$58.39
<b>4</b>	\$99,486	\$3,826.38	\$62.89	\$60.47
<b>5</b>	\$102,863	\$3,956.27	\$65.02	\$62.52
<b>6</b>	\$106,276	\$4,087.54	\$67.18	\$64.60
<b>7</b>	\$109,680	\$4,218.46	\$69.33	\$66.66
<b>8</b>	\$112,731	\$4,335.81	\$71.26	\$68.52
<b>9</b>	\$114,785	\$4,414.81	\$72.56	\$69.77
<b>10</b>	\$116,840	\$4,493.85	\$73.86	\$71.02

OSSTF\_PSSP 7

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**REGISTERED PSYCHOLOGIST/PSYCHOLOGICAL ASSOCIATE**  
**Registered**

**Effective September 1, 2025**

<b>YEAR</b>	<b>ANNUM</b>		<b>Temporary Hourly Rate</b>	<b>Hourly Rate less Vacation Pay</b>
<b>0</b>	\$87,478	\$3,364.54	\$55.30	\$53.17
<b>1</b>	\$90,852	\$3,494.31	\$57.43	\$55.22
<b>2</b>	\$94,288	\$3,626.46	\$59.60	\$57.31
<b>3</b>	\$97,650	\$3,755.77	\$61.73	\$59.36
<b>4</b>	\$101,068	\$3,887.23	\$63.89	\$61.43
<b>5</b>	\$104,445	\$4,017.12	\$66.02	\$63.48
<b>6</b>	\$107,858	\$4,148.38	\$68.18	\$65.56
<b>7</b>	\$111,262	\$4,279.31	\$70.33	\$67.63
<b>8</b>	\$114,313	\$4,396.65	\$72.26	\$69.48
<b>9</b>	\$116,367	\$4,475.65	\$73.56	\$70.73
<b>10</b>	\$118,422	\$4,554.69	\$74.86	\$71.98

Schedule B

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

**ALLOWANCES**

<b>OSSTF_PSSP 1</b>	<b>ORIENTATION/MOBILITY INSTRUCTOR</b> <b>COMMUNICATIVE DISORDERS ASSISTANT</b> Bachelor's Degree \$1,500 Additional Degree (Maximum) \$500
<b>OSSTF PSSP 1A</b>	<b>SPECIAL EDUCATION ASSISTIVE TECHNOLOGY (SEA) TECHNICIAN</b> Not Applicable
<b>OSSTF_PSSP 1B</b>	<b>SPECIAL EDUCATION SOFTWARE SPECIALIST</b> Not Applicable
<b>OSSTF_PSSP 2</b>	<b>BEHAVIOUR RESOURCE WORKER</b> Bachelor's Degree \$1,500 Additional Degree (Maximum) \$500
<b>OSSTF_PSSP 3</b>	<b>ATTENDANCE COUNSELLOR</b> Master's Degree \$1,500 Additional Degree (Maximum) \$500
<b>OSSTF_PSSP 4</b>	<b>OCCUPATIONAL THERAPIST</b> <b>PHYSIOTHERAPIST</b> <b>SPECIAL EDUCATION ASSISTIVE TECHNOLOGY (SEA) PLANNER</b> Additional Degree (Maximum) \$500
<b>OSSTF_PSSP 5</b>	<b>PSYCHO-EDUCATIONAL ASSOCIATE</b> Bachelor's Degree \$1,500 Additional Degree (Maximum) \$500
<b>OSSTF_PSSP 6</b>	<b>SPEECH LANGUAGE PATHOLOGIST</b> <b>BEHAVIOUR ANALYST</b> Additional Degree (Maximum) \$500
<b>OSSTF_PSSP 7</b>	<b>PSYCHOLOGIST</b> PhD/Doctoral Level \$5,187 Additional Degree (Maximum) \$500

IMPORTANT NOTE: The following positions follow the 12-month Exempt grids:

OSSTF\_PSSP\_1A ELECTRONIC RESOURCE TECHNICIAN/SEA ASSISTANT (Exempt Level 2a)

OSSTF\_PSSP\_1B SPECIAL EDUCATION SOFTWARE SPECIALIST MOBILE HELP DESK (Exempt Level 4)

## SCHEDULE C

### YORK CATHOLIC DISTRICT SCHOOL BOARD OSSTF ASSESSMENT SCHEDULE

#### Psychological Assessment

Psychological Assessment (Registered*)	\$2800
Psychological Assessment (Non Registered)	\$2300
Supervisory Member of the College*	\$ 500

\*College of Psychologists of Ontario

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#### Speech & Language Assessment

<b>Type 1</b> (students aged up to 8 years; 11 months old)	\$1300
<b>Type 2</b> (students aged 9 years+)	\$1700

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#### OT/PT Assessment

<b>Type 1</b> (SensoryProcessing or Sensory Motor Ax)	\$ 400
<b>Type 2</b> (Developmental Motor Ax including written output/productivity or sensory processing & sensory motor Ax)	\$ 800
<b>Type 3</b> (Physical & Access Equipment Ax including SEA claim, if indicated)	\$1200

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## SCHEDULE D

### Job Classification for Layoff

PSSP Position	Posted Qualification
Behaviour Analyst	Masters Degree, Member in good standing as a Behaviour Analyst with the College of Psychologists and Behaviour Analysts of Ontario
Attendance Counsellor	Bachelor's Degree with emphasis in Psychology, Sociology, Social Work or equivalent
Behaviour Resource Worker	3 year College Diploma Child and Youth Worker or equivalent
Communicative Disorder Assistant*	Completion of Post Secondary Degree or Diploma in Communicative Disorders Assistant training program
Physiotherapist*	Member in good standing with the College of Physiotherapists of Ontario
Occupational Therapist*	Member in good standing with the College of Occupational Therapists of Ontario
Special Education Assistive Technology Planner	Member in good standing with the College of Occupational Therapists of Ontario
Orientation & Mobility Instructor	Post Secondary Degree or Diploma in Orientation and Mobility
Psychologist (includes Psychological Associate)	MA/PhD in Psychology
Psycho-Educational Consultant	Bachelor's Degree in Psychology
Mental Health Worker	Masters of Social Work or Master/PhD in Psychology, Member in good standing with the Ontario College of Social Workers and Social Service Workers or College of Psychologists of Ontario or College of Registered Psychotherapists of Ontario
Speech Language Pathologist*	Member in good standing with the College of Speech Language Pathologists and Audiologists of Ontario
Special Education Assistive Technology (SEA) Technician	Certificate or Diploma related to children and youth with exceptionalities
SpEd-Software Specialist & Mobile Helpdesk	3 year College Diploma in Computer Technology or related field

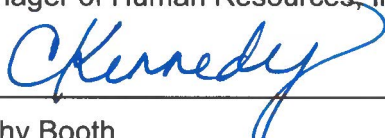
\* Includes CTN staff

## Memorandum of Settlement

**Between**  
**York Catholic District School Board (the Board)**  
**- and -**  
**OSSTF District 16 YCDSB PSSP (the Union)**

These changes and the understandings reached between the parties, subject to errors and omissions, shall form the new Collective Agreement between the parties.

DATED AT Aurora, Ontario the 05 day of March, 2024.

For the Board:	For the Unit and Agents of the Bargaining Unit:
Michaela Barbieri Trustee 	Alicia Marchini President  on behalf of
Diana Candido Superintendent of Exceptional Learners 	Erin Casey Local Chief Negotiator 
Cheryl Kennedy Manager of Human Resources, Interim 	Anna Martini Negotiating Team Member 
Cathy Booth Supervisor, SLP 	Cynthia Medeiros Negotiating Team Member 
Sabrina Makarenko Manager of Human Resources 	
Kate Henry Human Resources Coordinator 	

## **LETTERS OF UNDERSTANDING (1)**

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

## **LETTERS OF UNDERSTANDING (2) - Third Party Protocol Guidance**

Bargaining Unit members have the right to redirect third party questions, specific to the performance of the services provided, to the member's direct supervisor.

The Board agrees to provide annual *Third Party Protocol* Guidance. To assist Bargaining Unit Members in their interactions with community partners and/or outside agencies, this guidance shall include provision of strategies for fostering fairness, respect and productive dialogue in support of students. Topics will include, but not be limited to, the following:

- Providing of information on available services
- Responding to challenging questions and comments



## **LETTER OF INTENT #1 - HEALTH AND SAFETY (SEATING)**

In conjunction with Article L45.02 , the Board agrees to ensure the availability of appropriate seating in schools for Bargaining Unit Members.

The seating will be designed for efficiency and support for performing administrative tasks in the working environment.

## APPENDIX A

### SELF FUNDED LEAVES

1. The Board may grant leaves of absence of one year to employees on the basis of one of the following Plans 1 or 2:

Plan 1] spreading 4 years' salary over 5 years (hereinafter called "Plan 1") on the following terms and conditions:

or

Plan 2] spreading 3 years' salary over 4 years (hereinafter called "Plan 2") on the following terms and conditions:

2. Any employee who has completed at least five (5) years' active service for the Board may apply to participate in such Plan;
3. An employee wishing to participate in such Plan shall apply in writing to the Manager of Employee Relations on or before May 31st to participate in the Plan commencing the following September 1st;
4. Each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
  - (i) In the case of Plan 1 - in each of the four (4) years of the Plan commencing September 1st next following approval, the employee shall be paid 80% of the salary to which the employee is otherwise entitled;  
In the case of Plan 2 - in each of the three (3) years of the Plan commencing September 1st next following approval, the employee shall be paid 75% of the salary to which the employee is otherwise entitled;
  - (ii) In the case of Plan 1 - the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;  
In the case of Plan 2 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;
  - (iii) In the case of Plan 1 - the leave of absence shall commence on the September 1st of the 5th year from the commencement of the employee's participation in the Plan;  
In the case of Plan 2 - the leave of absence shall commence on the September 1st of the 4th year from the commencement of the employee's participation in the Plan;
  - (iv) During such school year of the leave of absence the Board shall pay the employee all the funds accumulated pursuant to (ii) and interest earned in accordance with the foregoing either in a lump sum or in installments on a bi weekly basis;
  - (v) The employee shall be responsible for all contributions to OMERS (i.e. both employee and Board) The employee who wants to continue accessing benefits is responsible for making arrangements with the provider of the OSSTF Benefits Plan.

- (vi) Subject to any other provisions of the terms of employment, on the employee's return from the leave the employee shall be reinstated to a position considered comparable to that held at the commencement of the leave;
- (vii) During such leave, the employee's seniority shall accumulate;
- (viii) No other employment with the Board may be entered into while the employee is on leave and following the year of leave, the employee shall return to duty with the Board for a period of at least one (1) school year.
- (ix) An employee who is laid off, dismissed or who dies, retires, or otherwise leaves active employment with the Board while participating in the will be withdrawn from the Plan. The employee shall then be paid within sixty (60) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;
- (x) Permission to withdraw from the Plan will be solely at the discretion of the Board.