



OTTAWA-CARLETON
DISTRICT SCHOOL BOARD

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
(Hereinafter called "THE EMPLOYER")

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION**
(Hereinafter called "THE UNION")

Comprising Members of

**OSSTF (District 25) EDUCATIONAL SUPPORT
PROFESSIONALS**

EFFECTIVE 1 SEPTEMBER 2019 TO 31 AUGUST 2022

EDUCATIONAL SUPPORT PROFESSIONALS

ESP/OSSTF (District 25)

9 Corvus Court
Ottawa, Ontario,
K2E 7Z4

(613) 729-7211

(613) 729-8565 (fax)

ESP Executive

President
Vice-President
Secretary
Treasurer
Chief Negotiator

Melodie Gondek
Judy Soifer
Erin Lang
Saul Mogelonsky
Leif Walther

Executive Officers

Chelsea Dykens
Anita Luciano
Jada McLeod
Kelly Mills

OSSTF Provincial Office

1 800 267-7867

OMERS Pension Plan

1-800-387-0813

Please contact the following for any specific information you may require concerning this Collective Agreement.

OCDSB Office

(613) 596-8211

Human Resources
(Administrative and Support Staff)

ext. 8340

Labour Relations

ext. 8232

Payroll

ext. 8152

TABLE OF CONTENTS

OSSTF EDUCATION WORKERS – PART A: CENTRAL TERMS

C1.00	<u>STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)</u>	1
C1.1	<u>Separate Central and Local Terms</u>	1
C1.2	<u>Implementation</u>	1
C1.3	<u>Parties</u>	1
C1.4	<u>Single Collective Agreement</u>	1
C2.00	<u>LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)</u>	1
C2.1	<u>Term of Agreement</u>	1
C2.2	<u>Amendment of Terms</u>	1
C2.3	<u>Notice to Bargain</u>	1
C3.00	<u>DEFINITIONS</u>	2
C4.00	<u>CENTRAL LABOUR RELATIONS COMMITTEE</u>	3
C5.00	<u>CENTRAL GRIEVANCE PROCESS</u>	3
C5.1	<u>Definitions</u>	3
C5.2	<u>Central Dispute Resolution Committee</u>	4
C5.3	<u>Language of Process</u>	4
C5.4	<u>Grievance Shall Include:</u>	5
C5.5	<u>Referral to the Committee</u>	5
C5.6	<u>Voluntary Mediation</u>	5
C5.7	<u>Selection of the Arbitrator</u>	6
C6.00	<u>EXTENDED MANDATORY ENROLLMENT IN OMERS (for employees not currently enrolled)</u>	6
C7.00	<u>SPECIALIZED JOB CLASSES</u>	6
C8.00	<u>WORK YEAR</u>	6
C9.00	<u>STAFFING COMMUNICATION</u>	6
C10.00	<u>BENEFITS</u>	7
C10.1	<u>ELHT Benefits</u>	7
C10.2	<u>Eligibility and Coverage</u>	7
C10.3	<u>Funding</u>	8
C10.4	<u>Full-Time Equivalent (FTE) and Employer Contributions</u>	9

<u>C10.5</u>	<u>Benefits Committee</u>	9
<u>C10.6</u>	<u>Privacy</u>	9
<u>C10.7</u>	<u>Benefits not provided by the ELHT</u>	9
<u>C10.8</u>	<u>Payment in Lieu of Benefits</u>	10
<u>C11.00</u>	<u>STATUTORY LEAVES OF ABSENCE/SEB</u>	10
<u>C11.1</u>	<u>Family Medical Leave or Critical Illness Leave</u>	10
	<u>Supplemental Employment Benefits (SEB)</u>	10
<u>C12.00</u>	<u>SICK LEAVE</u>	11
C12.1	Sick Leave/Short Term Leave and Disability Plan	11
a)	Sick Leave Benefit Plan	11
b)	Sick Leave Days	11
c)	Short-Term Leave and Disability Plan (STLDP)	11
d)	Eligibility and Allocation	11
e)	Short-Term Leave and Disability Plan Top-up	12
f)	Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment	13
g)	Administration	13
h)	Pension Contributions While on Short Term Disability	14
<u>C13.00</u>	<u>MINISTRY INITIATIVES</u>	14
<u>C14.00</u>	<u>PROVINCIAL FEDERATION RELEASE DAYS</u>	14
<u>APPENDIX A – RETIREMENT GRATUITIES</u>		15
A.	<u>Sick Leave Credit-Based Retirement Gratuities (where applicable)</u>	15
B.	<u>Other Retirement Gratuities</u>	15
<u>APPENDIX B – ABILITIES FORM</u>		16
<u>LETTER OF AGREEMENT #1</u>	<u>RE: Sick Leave</u>	18
<u>LETTER OF AGREEMENT #2</u>	<u>RE: Job Security</u>	19
<u>LETTER OF AGREEMENT #3</u>	<u>RE: Provincial Working Group – Health and Safety</u>	21
<u>LETTER OF AGREEMENT #4</u>	<u>RE: Scheduled Unpaid Leave Plan</u>	22
<u>LETTER OF AGREEMENT #5</u>	<u>RE: Status Quo Central Items</u>	24
<u>LETTER OF AGREEMENT #6</u>	<u>RE: Additional Professional Activity (PA) Day</u>	25
<u>LETTER OF AGREEMENT #7</u>	<u>RE: Children’s Mental Health, Special Needs and Other Initiatives</u>	26

<u>LETTER OF AGREEMENT #8</u> RE: Online Reporting Tool for Violent Incidents	27
<u>LETTER OF AGREEMENT #9</u> RE: Half Day of Violence Prevention Training	29
<u>LETTER OF AGREEMENT #10</u> RE: Employee Life and Health Trust (ELHT) Committee.....	30
HISTORICAL APPENDIX OF CENTRAL TERMS - FOR REFERENCE ONLY	31

LOCAL TABLE OF CONTENTS

Article L1	Purpose	45
Article L2	Term of Agreement	45
Article L3	Recognition.....	46
Article L4	Strikes or Lockouts.....	47
Article L5	No Discrimination	47
Article L6	Management Rights.....	47
Article L7	Union Security.....	48
Article L8	Union Representation	49
Article L9	Definitions	51
Article L10	Health Insurance and Benefits.....	53
Article L11	Liability Insurance.....	53
Article L12	Sick Leave	53
Article L13	Leaves of Absence With Pay.....	55
Article L14	Pregnancy/Parental/Adoption Leave	56
Article L15	Federation Leave	60
Article L16	Leaves of Absence Without Pay.....	62
Article L17	Self Funded Leave Plan.....	62
Article L18	Retirement Gratuity	65
Article L19	Vacation with Pay.....	67
Article L20	Public Holidays	70
Article L21	Hours of Work.....	70
Article L22	Salary	72
Article L23	Overtime	74
Article L24	Travel Compensation.....	76

Article L25	Inclement Weather.....	76
Article L26	Professional Development.....	76
Article L27	Probationary Period	77
Article L28	Discipline and Discharge.....	78
Article L29	Seniority	78
Article L30	Layoff and Recall	80
Article L31	Job Vacancies	85
Article L32	Exchanges.....	87
Article L33	Job Sharing	88
Article L34	Persons/Positions Outside the Bargaining Unit.....	89
Article L35	Local Grievance Arbitration Procedure.....	89
Article L36	Membership in Professional Associations.....	93
Article L37	Harassment	93
Article L38	Respectful Workplace	93
Article L39	Health and Safety	93
Article L40	Administering Medication/First Aid	93
Article L41	Technological Changes	94
Article L42	Human Resources File.....	94
Article L43	Family Medical Leave.....	95
Article L44	Contracting Out	95
Article L45	Employee Accommodation	96
Article L46	Criminal Background Checks.....	96
Article L47	Performance Evaluation	96
	Salary Schedule/Job Classifications	98

Letters of Understanding

Employment Insurance Premium	104
School Office Staffing Formula	105
Pay Equity	106
Probationary Employee Progress Report.....	107
School Year Calendar.....	108
Hours of Work-Reduced Lunch Period Program	109
EI Benefits - Pregnancy Leave - Residents of Quebec.....	111
Vacation Allocation.....	112
Recognition.....	113
Joint Committee To Review Supervision Of Students By ESP Members	114

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)

AND

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
EDUCATION WORKERS**

PART A- Central Terms

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

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

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

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

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

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

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

C5.3 Language of Process

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and

translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

C5.4 Grievance Shall Include:

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

C5.5 Referral to the Committee

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

C5.6 Voluntary Mediation

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

C5.7 Selection of the Arbitrator

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

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

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

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

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

C7.00 SPECIALIZED JOB CLASSES

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

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

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

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

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

C10.00 BENEFITS

The Parties have agreed to include in a historical appendix LOA #2 (Benefits) of the 2014-17 Agreement on Central Terms.

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

C10.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

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

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

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

C10.3 Funding

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

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

Funding shall be made retroactive to September 1, 2019.

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

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

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

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

C10.5 Benefits Committee

As per LOA #10, a benefits committee comprised of OSSTF/FEESO, the CTA/CAE, the Crown and OSSTF ELHT representatives shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C10.6 Privacy

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

C10.7 Benefits not provided by the ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 will remain status quo.

- b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees under the local collective agreement in effect as of August 31, 2014, the boards will continue to make a plan available with the same funding arrangement.

C10.8 Payment in Lieu of Benefits

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

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the

work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C12.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

- iii. Where an employee is accessing sick leave, STLDL, 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 STLDL 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 his/her full FTE without absence due to illness.
- iv. Where an employee is accessing STLDL, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDL days from the previous school year's allocation.

In the event the employee exhausts their STLDL allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDL 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 STLDL 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 STLDL.
- 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. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iii. 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 STLDL.
- iv. When employees use any part of an STLDL day they may access their top up bank to top up their salary to 100%.

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

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

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

g) Administration

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

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

☐ 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)

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

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

2B: COGNITIVE (please complete all that is applicable)

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

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

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

3: Health Care Professional to complete.

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

Is patient on an active treatment plan?: ☐ Yes ☐ No

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

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

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. School closure and/or school consolidation; or
 - d. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to 2. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.

4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of central ratification.
5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs and ECEs
 - c. Administrative Personnel
 - d. Custodial Personnel
 - e. Cafeteria Personnel
 - f. Information Technology Personnel
 - g. Library Technicians
 - h. Instructors
 - i. Supervision Personnel (including child minders)
 - j. Professional Personnel (including CYWs and DSWs)
 - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

The parties agree to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2014-2017 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Benefits

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

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

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

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

1.0.0 GOVERNANCE

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

1.2.0 The parties confirm their intention to do the following:

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

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

2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

3.1.1 The Government of Ontario will provide:

d. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.

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

3.2.0 On-Going Funding

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs and casual employee costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in

good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
 - i) there is an in-year deficit,
 - ii) the deficit described in i) is not related to plan design changes,
 - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees'

share is adjusted as determined by the Trust and subject to the funding policy.

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

- q. The Trust shall determine employee co-pay, if any.

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the

provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

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

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Casual employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.
- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

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

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

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

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

3. Short Term Paid Leaves

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local

collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. For clarity, those boards that had five (5) or less shall remain at that level. Boards that had five (5) or more days shall be capped at five (5) days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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

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

The following language applies only to those employees eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

5. Long Term Disability (LTD)

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

PART B

TERMS NEGOTIATED LOCALLY

BETWEEN

OTTAWA- CARLETON DISTRICT SCHOOL BOARD (OCDSB)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)

OSSTF (District 25)

EDUCATIONAL SUPPORT PROFESSIONALS (ESP)

PART B – ESP LOCAL COLLECTIVE AGREEMENT

ARTICLE L1 PURPOSE

- L1.01 It is the purpose of this agreement to:
- i) Set forth within this agreement terms and conditions of employment together with rates of pay, benefits, working conditions and other related provisions mutually agreed upon by the parties;
 - ii) Establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF) District 25, Educational Support Professionals Bargaining Unit.
 - iii) Provide for procedures for the prompt disposition of all matters in dispute between the parties.

ARTICLE L2 TERM OF THE AGREEMENT

- L2.01 This agreement shall be in effect from 1 September 2019 and shall remain in effect until 31 August 2022 and from year to year thereafter, unless either Party notifies the other Party, in writing, as to its desire to renew the Agreement with or without modification, pursuant to the Ontario Labour Relations Act, 1995.
- L2.02 Notwithstanding the period of notice cited in Article L2.01, either party may notify the other, in writing within the period commencing one hundred and twenty (120) calendar days prior to the expiration date, that it desires to renew the Agreement with or without modification, in accordance with the Labour Relations Act, 1995.
- L2.03 If either party gives notice of its desire to renew the Agreement in accordance with Article L2.01 or Article L2.02, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the agreement in accordance with the Labour Relations Act, 1995.
- L2.04 Amendments to the terms and conditions contained in the Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Bargaining Unit.
- L2.05 Where legislative changes are made which directly affect any provision of this Agreement, either Party may give notice to the other Party requesting a meeting of the negotiating teams to address the matters. This meeting to resolve legislative changes shall be held within thirty (30) calendar days unless the Parties mutually agree to extend the timeline.

ARTICLE L3 RECOGNITION

- L3.01 The Ottawa-Carleton District School Board (hereinafter referred to as "the Employer") recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all its employees engaged in office, clerical and technical services, save and except:
- (a) supervisors and persons above the rank of supervisor; and
 - (b) persons for whom any trade union held bargaining rights established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; and
 - (c) persons who were designated as non-affiliated/union exempt established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; and
 - (d) Systems Analyst, Co-ordinator Central Services, Supervisor-Technical Support; Manager - Quality Assurance, Absence Administrator, and
 - (e) night school, summer school and weekend program office, clerical and technical positions; and
 - (f) students employed during the school vacation period and students employed in co-operative education programs.
- L3.02 In the event that the Employer creates a new position within the bargaining unit the Parties shall meet to discuss the classification of the new position. The Employer shall establish the rate of pay for such position, subject to the right of the Union to grieve the established rate of pay.
- In the event that the Employer changes the job description of a recognized bargaining unit position, the revised job description shall be referred to the President of the Bargaining Unit for discussion and input by the Union concerning the classification of the position. Any amendments to the classification levels identified in this collective agreement shall only be made on the mutual agreement of the Parties. The Bargaining Unit will provide any objection at the next Labour Management meeting, or if no meeting is scheduled, within 30 days of receipt of the revised job description.
- L3.03 The Employer 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.
- L3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

ARTICLE L4 STRIKES OR LOCKOUTS

L4.01 There shall be no strike or lock-out during the term of this Agreement. The term "strike" and "lock-out" shall have the meanings ascribed to them in the Ontario Labour Relations Act.

L4.02 In the event of a strike by other employees of the Board, the Parties agree that:

- i) the Employer shall notify the President of the Bargaining Unit immediately when the situation is evident;
- ii) a Consultative Committee comprised of two (2) representatives of the Bargaining Unit and two (2) representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to the members of the Educational Support Professionals Bargaining Unit.

Specifically the committee will address the following issues:

- i) the health, safety and duties of the Educational Support Professionals Bargaining Unit members during the strike;
- ii) other strike related issues which may affect members of the Educational Support Professionals Bargaining Unit.

L4.03 In the event of a strike by other Employees of the Board, the parties agree that:

Employees in this bargaining unit shall only be required to perform their normal and regular duties including incidental duties associated with their position.

ARTICLE L5 NO DISCRIMINATION

L5.01 The Employer 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, colour, age, gender, sexual orientation, political or religious affiliation, or by reason of membership or non-membership in the Union.

ARTICLE L6 MANAGEMENT RIGHTS

L6.01 Except as may be specifically limited or abridged by the language of this Collective Agreement, and the right of any employee to lodge a grievance under the grievance procedures in the manner and extent herein provided, all rights of management and decisions shall be vested with the Employer.

No employee shall be demoted, disciplined, or discharged without just cause. Notwithstanding any other provision of this Agreement, a probationary employee may be discharged for reasons less serious than a non-probationary employee.

- L6.02 The Employer agrees that none of its rights or functions will be exercised contrary to the provisions of this Agreement. In exercising its management rights, the Employer will not act in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE L7 UNION SECURITY

- L7.01 All employees covered by this Collective Agreement shall be members of the Union. All newly hired employees shall, as a condition of employment, become members of OSSTF as of the first day of employment.

All employees covered by this Collective Agreement shall as a condition of employment, pay union dues.

Nothing in this provision shall require the Employer to discharge an employee.

- L7.02 The Employer shall deduct union dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF dues owing. The Union agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such dues. Changes in dues shall be implemented by the Employer in the first pay period following the date the change comes into effect. Such amount shall be a fixed amount, that will be deducted from each pay.

- L7.03 (a) The OSSTF dues deducted in Article L7.02 shall be remitted to the Union, c/o The Treasurer, OSSTF, 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) day of the month following the month which the deductions were made.
- (b) For the purposes of remitting fees the Employer shall provide the Union with the employee's name, work location, pay period, salary, and amount of dues deducted. A copy of the dues submission list made to OSSTF shall be forwarded to the President of the Bargaining Unit.

- L7.04 The Employer shall deduct a local levy from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF membership dues owing. The Union agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such dues. Changes in dues shall be implemented by the Employer in the first pay period following the date the change comes into effect. Such amount shall be a fixed amount that will be deducted from each pay.

- L7.05 (a) The OSSTF dues deducted in Article L7.04 shall be remitted to the Union, c/o The Treasurer, OSSTF, District 25 no later than the fifteenth (15th) day of the month following the month which the deductions were made.
- (b) For the purposes of remitting fees the Employer shall provide the Union with the employee's name, work location, pay period, salary, and amount of dues deducted. A copy of the dues submission list made to OSSTF shall be forwarded to the President of the Bargaining Unit.
- L7.06 The Employer will provide the President of the Bargaining Unit with a copy of all staffing notifications with respect to exchanges, layoff notices, appointments, promotions, retirements, resignations, recall notices, and acting assignments issued to newly hired and current members of the Bargaining Unit on the date upon which notification was issued to the employees. In addition, the Employer agrees to provide a copy of the casual replacement list and a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provisions covered by this Agreement. All such notifications shall be sent electronically.
- L7.07 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

ARTICLE L8 UNION REPRESENTATION

- L8.01 The President of the Bargaining Unit shall notify the Employer of the names of its elected and appointed representatives.
- L8.02 The Employer will recognize the following Bargaining Unit Committees.
- (a) The Bargaining Unit Negotiating Committee, consisting of not more than five (5) members of the Bargaining Unit for the purpose of conducting negotiations with the representatives of the Employer, provided that the Bargaining Unit may, from time to time, substitute representatives on the Negotiating Committee.

Members of the Bargaining Unit Negotiating Committee who spend work days negotiating shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement. The Employer will compensate three (3) members of the Bargaining Unit Negotiating Committee for regular hours spent in negotiating meetings between the Parties to the extent that they shall suffer no loss of regular earnings. The Bargaining Unit agrees to reimburse the Employer for the full amount of all salary and benefits paid to additional members of the Bargaining Unit Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal to seventeen percent (17%) of the employee's salary.

Members of the Bargaining Unit's Negotiating Committee shall inform the appropriate supervisor five (5) days in advance of absences owing to negotiations. Where it is not possible to provide five (5) days notice, the appropriate arrangements will be made by the Employer on behalf of the members of the Bargaining Unit's Negotiating Committee.

- (b) The Labour-Management Committee, consisting of not more than three (3) members of the Bargaining Unit, for the purpose of improving communications between the Parties to the Agreement and discussing matters of mutual concern.

The Labour-Management Committee shall consider and attempt to resolve all problems of mutual concern with the object of promoting positive relationships between the Employer and employees. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement. An employee who is on the Labour-Management Committee shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

Either Party may request a meeting which shall be convened within fifteen (15) days of the request or at a time mutually agreeable to the Parties. Normally, meetings will be held three (3) times per year. Release time will be provided for one half day for one member of the committee up to a maximum of three times per year. In the event that an additional meeting is required, the Bargaining Unit will be responsible for the additional cost.

- (c) The Grievance Committee, consisting of not more than three (3) members of the Bargaining Unit, one of whom shall be the President, to assist or represent an aggrieved member of the bargaining unit. One (1) member of the Bargaining Unit Grievance Committee shall be relieved from regular duties for all meetings scheduled with the Employer to process and/or attempt to resolve a grievance. This member of the Grievance Committee shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

L8.03 The Employer shall provide bulletin board space in schools and administrative facilities for use by the Union for posting of notices.

L8.04 The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.

ARTICLE L9 DEFINITIONS

L9.01 Bargaining Unit shall mean the Educational Support Professionals bargaining unit of OSSTF, District 25, Ottawa.

L9.02 Casual Employees shall mean an employee who is not a regular full-time, regular part-time, probationary, or term employee but is available as required to perform duties, including but not limited to the following reasons:

- (a) replacement of leaves not expected to exceed six (6) months;
- (b) temporary filling of vacancies during the staffing process;
- (c) temporary filling vacancies not expected to exceed six (6) months;
- (d) when peak work load situations occur;
- (e) when emergency situations arise which require additional hours or staff;
- (f) or to supplement other staff as required for a period not to exceed six (6) months.

The following local articles apply to casual employees, with specific exceptions and/or exclusions provided for in specific Articles:

Purpose	Salary
Term of Agreement	Travel Compensation
Recognition	Seniority
Strike and Lockout	Job Vacancies
No Discrimination	Local Grievance/Arbitration
Management Rights	Harassment
Union Security	Health and Safety
Union Representation	Administering Medication/First Aid
Definitions	Human Resources File
Liability Insurance	Criminal Background Checks
Public Holidays	

Effective August 25, 2015,

In the event that a casual assignment is extended beyond six (6) months from the original start date of the assignment, the employee who has continuously filled the assignment may be extended without posting and will be reclassified to a term employee at the six month point. In the event that the extension will be more than six (6) months, the term position will be posted.

L9.03 Employee shall mean a person employed by the Employer who falls within the Recognition provision set forth in Article L3.01.

L9.04 Employer shall mean the Ottawa-Carleton District School Board.

L9.05 Probationary Employee shall mean a regular employee who is newly hired to perform the duties as a full-time or part-time employee and whose continued employment is

subject to the terms and conditions of the probationary requirements as stated in this Collective Agreement.

- L9.06 Regular Full-time Employee shall mean an employee who works thirty-five (35) hours per week on a ten (10), ten and one-half (10.5), eleven (11) or twelve (12) month basis.
- L9.07 Regular Part-time Employee shall mean an employee who is regularly scheduled to work less than thirty-five hours per week on a ten (10), ten and one-half (10.5), eleven (11) or twelve (12) month basis.
- L9.08 School Year shall mean any given year commencing 1 September to 31 August.
- L9.09 Work Year shall mean an employee's work year as defined in Article 21 - Hours of Work. For the purposes of entitlements contained in this collective agreement, the Parties agree that such entitlements are contained within the work year if the work year is less than the school year as defined above.
- L9.10 Term employee shall mean an employee who is hired for a specific term of not less than six (6) months nor exceeding twelve (12) months. Where a leave of absence is extended beyond the original term, the term assignment may be extended to accommodate the leave period.

A term employee shall also mean an employee who is hired for a special project of not less than six (6) months nor exceeding twenty-four (24) months. Where a special project is extended beyond twenty-four months, the assignment may be extended by mutual agreement.

The following local Articles apply to term employees, with specific exceptions and/or exclusions provided for in specific Articles:

Purpose	Hours of Work
Term of Agreement	Salary
Recognition	Overtime
Strike and Lockout	Travel Compensation
No Discrimination	Inclement Weather
Management Rights	Professional Development
Union Security	Probationary Period
Union Representation	Seniority
Definitions	Job Vacancies
Benefits	Local Grievance/Arbitration
Liability Insurance	Harassment
Sick Leave	Health & Safety
Leave of Absence with Pay	Administering Medication/First Aid
Pregnancy/Parental/Adoption Leave	Human Resources File
Federation Leave	Employee Accommodation

Vacation with Pay
Public Holidays

Criminal Background Checks
Discipline and Discharge

- L9.11 Union shall mean the Ontario Secondary School Teachers' Federation, OSSTF.
- L9.12 Work(ing) Day or Day shall mean a day which is regularly scheduled for work for an employee and on which an employee is expected to report.

ARTICLE L10 HEALTH INSURANCE AND BENEFITS

Information regarding employee benefits can be found in Article C 10.0 Benefits - of the Central Collective Agreement.

L10.01 Long Term Disability Plan

Effective 1 September 2000, the Employer shall provide to all eligible full-time and part-time regular employees a Long Term Disability Plan with the Employer paying all premiums not exceeding 1.513% of the annual payroll for these employees. Any increase in premiums over this amount shall be paid by the employees. The amount of monthly LTD benefit shall be not less than 60% of pre-disability annual salary, paid on a monthly basis, up to a maximum of \$5,500 per month.

ARTICLE L11 LIABILITY INSURANCE

- L11.01 The Employer will maintain liability insurance for its employees while acting in the course of performing his/her duties, and make available, upon request, the relevant portions of the insurance policies which provide for such protection.

ARTICLE L12 SICK LEAVE

Additional information regarding sick leave can be found in Article C12.0 Sick Leave of the Central Collective Agreement.

- L12.01 The Director of Education or designate shall keep a register or registers in which shall be entered the credits and the deductions therefrom.

Note: An on-line absence system is available to provide leave balances at the request of the employees.

L12.02 Sick Leave Pay Eligibility

An employee is eligible for sick leave pay when he/she is unable to perform his/her regular duties because of illness or injury, and provided that:

- (a) the employee has unused sick leave credits;
- (b) the employee is not on other leave with or without pay, unless otherwise provided for in the Agreement;
- (c) the employee is not eligible to receive benefits under the LTD Plan.

L12.03 Sick Leave Deduction

- (a) Deductions shall be made from an employee's sick leave credits for the number of days absent because of illness.
- (b) Where an employee is absent for less than a work day, the deduction shall be prorated.

L12.04 An employee who is or will be absent from duty as a result of his/her illness shall inform his/her Principal/Supervisor or designate forthwith, and, in any event, not later than the scheduled starting time of his/her daily assignment.

L12.05 The employer reserves the right to require a medical certificate after three (3) or more consecutive days' absence, or more than ten (10) days absence in any twelve (12) month period. The cost of any medical certificate requested by the Employer shall be borne by the Employer.

L12.06 Injury on Duty Leave

An employee who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety and Insurance Act and who reports such injuries immediately in accordance with procedures established by the Employer, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident.

Beyond fifty (50) working days, the provisions of the Workplace Safety and Insurance Act apply.

L12.07 Independent Medical Examinations

Where the employer requires that an employee participate in an IME, the employer will inform the union before selecting a medical practitioner. If an IME report is completed, a copy of the report will be provided to the employee's medical practitioner unless directed otherwise by the employee.

ARTICLE L13 LEAVES OF ABSENCE WITH PAY

L13.01 General Conditions

Leaves of absence with pay provided for in this Article will be granted subject to the following conditions:

- (a) without deduction of sick leave credits;
- (b) without interruption of seniority or experience credit;
- (c) an employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (d) upon request by the Superintendent or designate, acceptable evidence verifying the need for the absence will be provided by the employee.

L13.02 Compassionate Leave

Employees shall be granted leave with pay in the following circumstances:

- (a) up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law, (a person in a direct *in loco parentis* relationship or a person with whom the employee resides or resided).
- (b) up to three (3) days in the event of the death of any of the following: uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- (c) one (1) day to attend the funeral, or similar service in the event of the death of a close personal friend.
- (d) up to three (3) days per work year in the event of serious illness of a child, spouse, parent or sibling to arrange alternate care.

Additional leave without pay may be granted by the Principal/Manager in extenuating circumstances.

L13.03 Religious Holy Days

Up to three (3) days leave with pay in any one work year shall be granted for the observance of recognized religious holy days.

L13.04 Special Leave

Up to three (3) days of special leave with pay shall be granted in any work year by the Principal/Manager for matters of urgent and/or essential business including, but not limited to, one day for the moving of personal effects.

Additional leave without pay may be granted by the Principal/Manager in extenuating circumstances.

L13.05 Non-Birth Parent Leave

Up to two (2) days leave with pay per child shall be granted in any one calendar year by the employee's Principal/Manager/Supervisor. Such leave may be granted on any day in the period beginning with the day of admission and surrounding the release day from the hospital. Where the birth does not occur in a hospital, the leave of up to two (2) days may be taken to embrace the time of birth.

L13.06 Quarantine

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the Regional Medical Officer of Health from attending to his/her duties.

L13.07 Court Leave

Leave with pay shall be granted by the Superintendent of Human Resources or designate to an employee to serve on a jury, or by subpoena or summons to attend as a witness in court proceedings to which he or she is neither a party nor one of the persons charged, provided the employee remits any fees (exclusive of traveling allowances or living expenses) to the Employer.

L13.08 Term employees shall be entitled to leave as specified in Article L13.02.

ARTICLE L14 PREGNANCY/PARENTAL/ADOPTION LEAVE

L14.01 Pregnancy Leave

- (a) Pregnancy leave of up to seventeen (17) weeks without pay shall be granted in accordance with the Ontario Employment Standards Act upon written request provided that:
 - i) the employee has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;
 - ii) the employee provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave;
 - iii) the employee notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.

- iv) an employee may return to work prior to conclusion of the leave period subject to the provisions of the Ontario Employment Standards Act and provided the employee gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

L14.02 Pregnancy Leave SEB Plan

- (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. The 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 Leave 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 hired in a term assignment 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 a 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 that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) 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.
- (i) If an employee begins pregnancy leave while on an 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.
- (l) 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.

L14.03 Parental/Adoption Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, an employee who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental leave without pay of up to thirty-five (35) weeks if pregnancy leave is taken or thirty seven (37) weeks if no pregnancy leave is taken.
- (b) An employee who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into custody, care and control in which case the leave must commence within fifty-two (52) weeks of the child's coming into custody, care and control.
- (c) Where pregnancy leave has not been taken, an employee may, following the birth of the employee's child or an adopted child coming into the custody, care and control of the parent for the first time, take parental leave of thirty-seven (37) weeks upon written request at least two (2) weeks prior to the date the leave commences. The employee is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted. Parental leave taken in these circumstances must be taken within fifty-two (52) weeks of the child's birth or of the child coming into custody, care and control.
- (d) An employee may return to work prior to conclusion of the leave period of thirty-five (35) or thirty-seven (37) weeks provided the employee gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

L14.04 Adoption Leave SEB Plan.

The Employer will provide an adoption leave EI SEB Plan for the first two weeks of leave in the amount of a top-up to ninety-five percent (95%) of the employee's salary. Commencing with the third week of leave, employees granted adoption leave shall be entitled to receive a fifteen (15) week benefit of \$75.00 per week.

The employee shall provide the Employer with the relevant information from Quebec Parental Insurance Plan to determine the amount of top-up to 95% of the employee's salary.

No payment shall be made for any periods during which the employee is not otherwise entitled to earn pay.

L14.05 General Provisions for Pregnancy or Parental Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental leave.
- (b) Seniority shall continue during any term of pregnancy or parental leave.
- (c) The Employer agrees to continue to pay the Employer's portion of benefits premiums and OMERS during the pregnancy or parental leave provided the employee agrees to pay the employee's portion of premiums.
- (d) At the discretion of the Employer, pregnancy or parental leave may be granted to an employee who has not been employed with the Employer for thirteen (13) weeks.
- (e) Vacation credits shall accumulate for the employee during the time of pregnancy or parental leave.
- (f) Subject to the Layoff and Recall provisions of this Collective Agreement the Employer may not terminate an employee entitled to pregnancy, parental leave and the employee returning from pregnancy, parental leave shall return to their previous position if it exists, or a comparable position.

L14.06 Leave Without Pay Following Pregnancy/Parental/Adoption Leave

An employee may request an extended parental leave of up to two (2) years. Such leave shall be granted by the Employer and shall be considered to include any pregnancy/parental leave granted. The employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin. Where an employee is on leave without pay following pregnancy/parental/adoption leave the employee may,

where applicable, elect to continue benefits coverage, in accordance with C10.0 Benefits of the Central Agreement except Long Term Disability.

Subject to the Layoff and Recall provisions of this Collective Agreement, an employee returning from leave shall return to their previous position/location if it exists, or a comparable position.

ARTICLE L15 FEDERATION LEAVE

L15.01 (a) Local District 25

- i) The Employer agrees that the President and/or Bargaining Unit Officer shall be released from his/her duties in order to undertake his/her responsibilities. Appropriate arrangements will be made to accommodate part-time leave requests subject to the agreement of the Parties regarding staffing requirements. It is understood that two (2) employees may be released in any one school year, notwithstanding the duration of the leaves.
- ii) District 25 Educational Support Professionals Unit agrees to reimburse the Employer for the full cost of salaries and benefits for each of the President and Bargaining Unit Officer, respectively. Where applicable, benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.
- iii) The status of the above-noted officers shall continue to be that of employees of the Employer, retaining all applicable rights and privileges thereto. Vacation credits accumulated while on leave shall be used while in the service of the Bargaining Unit and prior to the employee's return from leave.
- iv) The contact for reporting sick leave usage by employees on Union Leave shall be the Human Resources Officer, Employee Wellness and Disability Management, or designate.
- v) The Bargaining Unit shall notify the Employer prior to 30 June, or at such other time as mutually agreed to by the Parties, as to its intent respecting the above leave(s) and the names of the Bargaining Unit representatives.
- vi) Subject to the layoff and recall provisions of this Agreement, upon return from a two (2) year leave, the employee shall be placed in his/her original position/location if such exists. For any leave beyond two (2) years, the employee shall be placed in a comparable position;

- (b) The Bargaining Unit shall be entitled up to seventy-five (75) equivalent days leave per year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Bargaining Unit business. Leave shall be taken only with the written authorization of the Bargaining Unit President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Principal/Supervisor, submitted to the Superintendent of Human Resources with a minimum of three (3) days notice. The Bargaining Unit agrees to reimburse the Employer for the cost of salary and benefits for such leaves. Where applicable, the benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

L15.02 Provincial

The Employer shall grant a leave of absence to a member of the Bargaining Unit who has been elected to serve as a full-time officer of OSSTF at the provincial level.

Such leave shall be granted under the following conditions:

- (a) In a school year a maximum of two (2) leaves shall be available;
- (b) The Union shall notify the Employer as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for two (2) years;
- (c) Subject to the layoff and recall provisions of this agreement, upon return from a two (2) year leave, the employee shall be placed in his/her original position/location or a comparable position. For any leave beyond two (2) years, the employee shall be placed in a comparable position.
- (d) The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Where applicable, benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

L15.03 The Employer may grant a leave of absence of up to one (1) year to a member of the Union who has been seconded to serve in a position at OSSTF Provincial Office. Such leave shall be requested no later than one (1) month prior to the start date of the secondment. The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Subject to the layoff and recall provisions of this Collective Agreement, upon return from the secondment, the employee shall be placed in their original position if such exists, or a comparable position upon return from leave.

L15.04 An employee wishing to return early from Union and/or Bargaining Unit leave may return at the discretion of the Employer.

ARTICLE L16 LEAVES OF ABSENCE WITHOUT PAY

L16.01 Leaves of Absence

- (a) After the completion of two (2) years continuous employment with the Employer, a full-time or part-time leave of absence without pay of up to one (1) year may be granted to an employee. An employee must submit a written request to the Manager of Human Resources or designate setting out the start and end dates of the leave and the reason for the leave. Such request must be received at least four (4) weeks in advance of the proposed leave start date, except where mutually agreed. The Employer shall respond in writing to such requests within fifteen (15) working days of receipt of the request.
- (b) Leaves of absence without pay may be renewed for a second consecutive year upon the mutual agreement of the Employer and the employee. The employee shall provide at least four (4) weeks notice of a request to renew a leave of absence without pay. The four (4) week requirement may be waived with the mutual agreement of the Employer and the employee.
- (c) Subject to the Layoff and Recall provisions of this Collective Agreement, an employee returning from a leave of absence without pay of up to two (2) years shall be reinstated to the position/location occupied prior to the leave or to a comparable position if that position no longer exists.
- (d) Notwithstanding the above, the two (2) year continuous employment requirement may be waived by mutual agreement between the Employer and the employee.
- (e) An employee may, at the discretion of the Employer, return early from a leave of absence without pay upon giving four (4) weeks notice of the new date of return.
- (f) Subject to the terms and conditions outlined in Article C10.0 Benefits of the Central Agreement, where applicable, all benefits, except Long Term Disability, held by an employee at the commencement of a leave without pay may be continued during such leave by the employee.

ARTICLE L17 SELF FUNDED LEAVE PLAN

- L17.01 The Employer agrees to make available a self-funded leave plan operated and administered by the Employer in accordance with the provisions of the Income Tax Act and Regulations made under the Act. This plan will enable employees to take a one (1) year leave of absence without pay, with full accrual of seniority, the right to continue participation in benefits, and provide for the deferral of pay over a set number of years leading up to the leave year.

L17.02 General Terms and Conditions

- (a) The Employer shall be responsible for accruing and distributing any monies required to permit the averaging of income by the employee. The payment of salaries, benefits and OMERS pension plan and Ontario Teacher's Pension Plan (OTPP) contributions shall be such that the Employer is not required to pay more money than it would have been required to pay for the period(s) of active employment.
- (b) The conditions for leave, under Article L16 (Leaves of Absence without Pay), including the provision for the continuation of benefits (C10.0 Benefits of the Central Agreement), will apply to a self-funded leave, where applicable.
- (c) Leave of absence will only be granted upon the written recommendation of the Director of Education or designate.
- (d) In accordance with the provisions of OMERS and OTPP an employee may purchase credit for the period of absence but must assume the full cost of the credit purchase.

L17.03 Application Procedures

- (a) Applications must be received by 1 March with appropriate deductions commencing the following September.
- (b) Applications shall specify the preferred financial arrangements and the school year in which the leave is requested. The year of leave shall commence no later than six (6) years after the date of the first deferral of salary.
- (c) Applicants will be notified of acceptance or rejection by 1 May of the year of application.
- (d) Subject to the Layoff and Recall provisions of this collective agreement the employee remains under employment with the Board during the year of absence, but is free to pursue whatever activity is decided on by the employee.

L17.04 Financial Arrangements

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement in writing between the employee and the Superintendent of Finance or designate. The amount of funds to be deducted in each year shall not exceed thirty-three and one-third percent (33 1/3%) of the member's gross salary.

- (b) The salary remaining after deductions will be paid to the employee in accordance with the provisions of the Collective Agreement.
- (c) The Employer will establish an account with *Your Credit Union Limited*, for each participant in the plan. The money deducted from each pay shall be deposited to this account, where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement, whichever occurs first.
- (d) The percentage of salary to be deducted may be amended by mutual agreement in writing, to be effective the following September, provided such requests are received for approval by the preceding 1 March. The percentage of salary to be deducted cannot exceed the maximum required to accommodate the initial plan stipulated in the application. The Employer must approve applications for adjustments in deductions.
- (e) The Trust Account will generate interest, which shall be reported to the employee as required by the Income Tax Act.
- (f) Access to funds in this account, other than the interest portion, prior to maturity of the trust agreement may only be allowed with the written authorization of the Superintendent of Finance or designate and the employee concerned.
- (g) If an employee is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the employee or the executors or administrators of the employee's estate in one lump sum within sixty (60) days.

L17.05 Plan Withdrawal

- (a) An employee may apply to withdraw from the plan up to 1 March of the year prior to the September in which the leave is scheduled to commence. Subsequent applications for withdrawal in the year preceding the leave may be granted in urgent or extenuating circumstances. If the placement of the employee in the system effective 1 September requires another employee to be declared on layoff, the employee may be required to take the leave as previously agreed.
- (b) In the event of withdrawal from the plan in accordance with (a) above, or in the event the employee is laid off or resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, will be paid to the member in one lump sum within sixty (60) calendar days of notice of withdrawal.

L17.06 An employee may defer the year of leave for one (1) year, with written notice to the Employer by 1 March preceding the year of leave. Only one (1) such request for

deferral shall be granted. The Employer must approve applications for deferral of the leave year.

L17.07 Leave Year

- (a) No later than 1 May preceding the year of leave, the employee shall determine and advise the Human Resources Department of the date(s) and percentage for withdrawal of the total accumulated balance in the trust account: (e.g. 40% lump sum withdrawn in September; 60% lump sum withdrawn in January.)
- (b) By 1 June preceding the year of leave, the employee shall be invoiced for the full cost of current benefit premiums. The employee shall return the invoice by 10 June indicating the benefits to be continued. Payment of benefits premiums shall be made by pre-authorized debit.

L17.08 Employees participating in the Plan shall be required to sign an agreement with the Employer setting out conditions of the Plan.

L17.09 Subject to the layoff and recall provisions of this agreement, upon return from leave an employee will be assigned the same position held prior to taking the leave or to a comparable position, if the position no longer exists.

ARTICLE L18 RETIREMENT GRATUITY [refer to Central Letter of Agreement #9]

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 to those employees eligible for the gratuity above.

L18.01 An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last day of hire and who retires for any of the following reasons shall be entitled to a retirement gratuity calculated in accordance with Article L18.06:

- (a) becoming eligible for a pension as defined by OMERS or OTPP (upon submission of proof that pension payments will commence within two (2) months of termination);
- (b) is fifty-five (55) years of age or greater at the time of retirement and elects to defer their pension benefits until a later date. In the event that either pension plan provides for a reduced age requirement, an employee shall be entitled to all terms and conditions of the existing pension plan amendments;

- (c) permanent disability as defined by OMERS or OTPP;
- (d) in the event that an employee dies, the entitlement of a retirement gratuity shall be paid to the estate of the employee or designated beneficiary.

Note: Part-time employees who did not participate in OMERS may qualify for a gratuity:

- i) upon submission of proof of permanent disability as determined by the Canada Pension Plan, or;
- ii) if the employee is age fifty-five (55) or greater and gives notification of retirement.

L18.02 An employee shall not be entitled to a retirement gratuity who resigns at the request of the Employer to avoid dismissal for cause.

L18.03 An employee who resigns for any reason and is later rehired shall be considered a new employee for retirement gratuity benefits from the last date of hire.

L18.04 The retirement gratuity shall be paid in full within one (1) month following the date of retirement, or in a manner mutually agreeable to the employee and the Employer.

L18.05 Sick leave transferred from another school board in accordance with the Sick Leave provision of this collective agreement shall be ineligible for gratuity purposes.

L18.06 (a) for twelve (12) month employees, retirement gratuity referred to above shall be calculated as follows:

Number of Years x Service (Max. 20)	Salary Rate of Employee x at Retirement	Number of Days of Accumulated Sick Leave (Max 240)
<u>20</u>	<u>2</u>	<u>240</u>

(b) for eleven (11) month employees, retirement gratuity referred to above shall be calculated as follows:

Number of Years x Service (Max. 20)	Salary Rate of Employee x at Retirement	Number of Days of Accumulated Sick Leave (Max 220)
<u>20</u>	<u>2</u>	<u>220</u>

(c) for ten (10) month and ten and one-half (10.5) month employees, retirement gratuity referred to above shall be calculated as follows:

Number of Years x Service (Max. 20)	Salary Rate of Employee x at Retirement	Number of Days of Accumulated <u>Sick Leave (Max 200)</u>
<u>20</u>	<u>2</u>	<u>200</u>

(d) In no case shall the gratuity exceed fifty percent (50%) of the employee's salary rate at the time of retirement.

(e) i) "Salary rate" for the purposes of determining the gratuity shall mean the rate of pay paid to the employee as of the date of retirement; or

ii) Where an employee is retiring from a part-time status, salary rate shall mean the salary paid by the Employer for the employee's last working day, adjusted to reflect the equivalent full-time rate.

iii) In the event that the employee is granted an extension of employment beyond the employee's normal retirement date, the annual rate paid to the employee as of the end of the month in which the employee reaches age sixty-five (65); or

iv) In the event that the employee retires while receiving Long Term Disability Insurance (LTD) benefits, Workplace Safety Insurance benefits or such leave during which the employee is not receiving direct salary payment by the Employer, the last salary rate paid to the employee prior to the commencement of such leave.

L18.07 "Service" for the purposes of determining the retirement gratuity shall be calculated as being equal to the number of continuous years of active paid employment with the OCDSB and one of its predecessor boards. Periods of leave without pay shall not break the continuous years of service, however, such periods will not be included in the calculation for the purposes of eligibility for a gratuity or in the calculation of a gratuity.

ARTICLE L19 VACATION WITH PAY

L19.01 (a) Regular full-time twelve (12) month employees shall earn vacation with pay according to their completed active service with the Employer, calculated as of the employee's anniversary date of hire each school year in accordance with the following:

<u>Service (as at anniversary date)</u>	<u>Paid Annual Vacation</u>
less than one (1) year	1.25 working days for each full month of employment

one (1) year or more	fifteen (15) working days
six (6) years or more	sixteen (16) working days
seven (7) years or more	seventeen (17) working days
eight (8) years or more	eighteen (18) working days
nine (9) years or more	nineteen (19) working days
ten (10) years or more	twenty (20) working days
twelve (12) years or more	twenty-one (21) working days
fourteen (14) years or more	twenty-two (22) working days
sixteen (16) years or more	twenty-three (23) working days
eighteen (18) years or more	twenty-five (25) working days

- (b) Regular full-time ten (10), ten and one-half (10.5) and eleven (11) month employees shall be granted vacation leave on a pro-rated entitlement in accordance with the above schedule.
- (c) Regular part-time employees shall be entitled to vacation leave according to a pro-rated entitlement from Article L19.01 (a) and (b) above.
- (d) Full-time term employees employed for six (6) months or more shall earn vacation with pay at the rate of one and one-quarter (1.25) working days per month.
- (e) Part-time term employees employed for six (6) months or more shall earn vacation with pay on a pro-rated basis based on one and one-quarter (1.25) working days per month worked.
- (f) Casual (employed for less than six (6) months) employees shall be entitled to 4% of earnings as vacation pay.

L19.02 Vacation credits shall be credited as of 1 September for the current vacation period. For newly hired employees, after six months employment, unearned vacation leave may be anticipated for the remainder of the vacation period. Employees who return to work from unpaid leave or who are recalled after 1 September shall be credited with their vacation leave as of the date of return and shall be credited the appropriate vacation, pro-rated for the time worked for the remainder of the vacation period.

However, if employment is discontinued, the Employer shall recover amounts paid for leave taken, but not earned, up to the date of the discontinuance.

L19.03 For twelve (12) month employees, vacation leave entitlement not used in the vacation period in which it was earned may be carried over. Permission to carry over leave must be authorized by the appropriate supervisor and shall not be unreasonably denied. Such leave shall be scheduled to be taken at a time, prior to 31 August of the following year, as mutually agreed by the employee and the supervisor.

- i) Where operational needs require a change to the mutually agreed schedule, the parties will endeavour to schedule at least one (1) week of vacation; the timing of which shall not be unreasonably denied.
- ii) Remaining carry over vacation entitlement shall be paid out by August 31.

- L19.04 Where preference is to be given in the scheduling of vacation, the person with the most seniority shall be given first preference. The Employer will endeavour to schedule leave in an unbroken period of at least two (2) weeks. Approved vacation leave may only be changed by mutual agreement between the employee and the appropriate supervisor.
- L19.05 The maximum allowable vacation leave credit at the time an employee resigns, retires or is placed on recall shall be the number of unused days of leave earned during the current vacation period plus up to the previous vacation period entitlement if the carryover was previously approved as outlined above. An employee who is granted a leave of absence for a full year may elect to receive payment for unused vacation leave as outlined above. Payment for these credits shall be based on the employee's annual salary rate at the time of departure.
- L19.06 Vacation leave credits shall not accrue during any month in which an employee does not work and is not paid for at least one-half the available working days in the month.
- L19.07 Employees (other than twelve (12) month employees) shall be required to use vacation leave during the Christmas Break and March Break. Remaining vacation shall be taken prior to the end of the employee's work year at a time mutually agreeable between the employee and the appropriate supervisor. Where no time is mutually agreed upon, the Employer shall consult with the employee, to determine the periods during which vacation shall be taken, with adequate notice being given to the employee. In the event an employee is not able to take vacation leave because of operational requirements, any monies owing for any unused vacation leave shall be paid to the employee by the first pay in June. Vacation scheduled for June will be deducted from the pay out and no further vacation will be granted after May 1.
- L19.08 There shall be no deduction to an employee's annual vacation leave allowance for any Christmas Leave Adjustment Days which may be granted by the Employer.
- L19.09 An employee who is confined to hospital, or who suffers a bereavement in the immediate family during scheduled vacation shall, upon presentation of acceptable verification, be permitted to reschedule an equivalent number of vacation days at a time mutually agreed upon between the employee and the appropriate supervisor. The Employer reserves the right to request verification.

ARTICLE L20 PUBLIC HOLIDAYS

L20.01 The following will be recognized as paid holidays to be paid for at the regular rates:

New Years Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Any other day that may be proclaimed by law as a statutory holiday.

Notwithstanding Article L20.01, the holiday pay paid to term and casual employees under this Article for a given public holiday shall be in accordance with the calculation provided for in the Employment Standards Act, that is:

- (a) the total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20; or
- (b) if some other manner of calculation is prescribed, the amount determined using that manner of calculation.

L20.02 Where a public holiday falls other than on a scheduled work day the Employer may designate some other day upon which to observe the holiday or the Employer may elect to pay the employee as though it had fallen on a regular working day.

L20.03 Where a public holiday falls during an employee's approved vacation period, it shall not be deducted from the employee's vacation entitlement.

L20.04 Employees shall not receive holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday.

L20.05 Part-time employees shall have their regularly scheduled hours adjusted to accommodate the public holiday (e.g. an employee who normally works seventeen and one-half (17.5) hours in a thirty-five (35) hour work week shall work fourteen (14) hours).

ARTICLE L21 HOURS OF WORK

L21.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days worked per week.

L21.02 (a) The normal work week for all full-time employees shall be thirty-five (35) hours per week, comprised of five (5) seven (7) hour days.

(b) The Employer reserves the right to establish or change existing positions to have a start time prior to 7 a.m. or have a finish time later than 5 p.m., and/or require a work week other than Monday to Friday.

(c) Notwithstanding the above, the hours of work for existing Bargaining Unit members hired before September 1, 2019 shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m. unless a change is mutually agreed between the employee and the Employer. The Parties further agree that changes to hours of work agreed to prior to September 1, 2019 shall remain in effect unless mutually agreed otherwise.

- L21.03 An employee working a full day shall be entitled to an unpaid one (1) hour lunch period each day.
- L21.04 An employee working less than seven (7) hours per day shall, based on the number of hours worked, be entitled to a lunch break in accordance with the Employment Standards Act of Ontario.
- L21.05 Where an employee is required to travel from one work location to another, the employee shall be entitled to a thirty (30) minute uninterrupted, unscheduled lunch period as required by the Employment Standards Act.
- Where an employee voluntarily applies for two assignments which require travel from one work location to another, the Employer shall not be required to alter the assignments to accommodate this provision. In the event the assignments cannot accommodate a thirty (30) minute uninterrupted lunch period, the employee shall not be entitled to both assignments.
- L21.06 An employee working a full day shall be entitled to two (2) fifteen (15) minute rest periods per day or such other form of rest period that is mutually agreeable to the employee and the employee's supervisor.
- L21.07 An employee working a half day shall be entitled to one (1) fifteen (15) minute rest period per day.
- L21.08 The employer recognizes that employees may work flexible hours (altering starting and stopping times), such arrangements to be at the discretion of the Employer.
- L21.09 An employee's regularly scheduled hours of work shall not be amended without prior consultation and reasonable prior notice.
- L21.10 The work year for employees on a ten (10) month year shall normally begin five (5) days prior to the school year as approved by the Minister of Education in accordance with the Regulations and end on the date established by the School Year Calendar Committee.

- L21.11 The work year for employees on a ten and one-half (10.5) month year shall normally begin five (5) days prior to the school year as approved by the Minister of Education in accordance with the Regulations and end five (5) working days immediately following the date established by the School Year Calendar Committee.
- L21.12 The work year for employees on an eleven (11) month year shall normally be the school year as approved by the Minister of Education in accordance with the Regulations plus one (1) month as determined by the Employer.
- L21.13 The work year for employees on a twelve (12) month year shall be 1 September to 31 August for any given year.

ARTICLE L22 SALARY

L22.01 Salary

Employees will be paid according to the salary scale set out in Appendix "A" which forms an integral part of this Collective Agreement. Salaries shall be prorated in accordance with the work year.

- L22.02 An employee who works only a portion of the "work days" in the school year is entitled to be paid the employee's salary in the proportion that the total number of "work days" worked bears to the whole number of "work days" in the school year.

L22.03 Method of Pay

Employees shall be paid bi-weekly by direct deposit to the employee's credit in a branch of a chartered bank, Credit Union, or trust company, as designated by the employee, with a computerized system compatible with that used by the Ottawa-Carleton District School Board. The Employer will make records of earnings available to employees electronically.

L22.04 Increments

An employee shall, subject to satisfactory performance, receive the increment as shown on the salary schedule commencing with the anniversary date of the employee's date of hire in the position for the period of active service with the Employer.

- i) The annual increment date shall not be changed during the statutory period of an employee's pregnancy/parental/adoption leave, secondment, federation leave, or workers' compensation leave.
- ii) An employee, when promoted from one position to another position (including a term position) with a higher classification, shall be placed at the appropriate

step on the salary scale of the new classification which provides for at least one (1) increment on the salary placement of the employee's previous position.

- iii) An employee who, through the competition process, voluntarily accepts a position (including a term) at a lower level than the previous position held, shall be assigned to the appropriate step on the salary scale of the new position which is closest to the employee's current salary but does not reflect an increase.
- iv) Effective December 16, 2008, a term employee shall, subject to satisfactory performance, receive the increment as shown on the salary schedule commencing with the anniversary date of the employee's date of hire in the position for the period of active service with the Employer.

- L22.05
- i) Regular (10, 10.5 or 11 month) employees, who accept casual assignments outside of their work year, shall while working in this capacity, receive an hourly rate of pay that is equal to the minimum hourly rate of the job classification to be performed. Should the casual assignment be within the same job classification, the employee shall receive their own rate of pay. Should the casual assignment not be within a specific job classification, the casual rate of pay will apply.
 - ii) A regular part-time employee who works additional hours at their own job classification, or work additional hours due to the absence of an employee whose position is classified at a higher job classification, shall receive an hourly rate of pay that is equal to their own rate of pay.
 - iii) Part-time employees directed by the Employer to temporarily assume the duties and responsibilities of another position with a higher maximum salary, may become eligible for Acting Pay, subject to the provisions of Article L22.06.

L22.06 Acting Pay

Where a regular or term employee is directed by the Employer to temporarily assume the majority of the duties and responsibilities of another position with a higher maximum salary, for a period of at least twenty (20) consecutive working days, the employee shall be eligible to receive acting pay in accordance with the appropriate step on the salary scale of the new classification which provides for at least one (1) increment, retroactive to the first day of the assignment.

L22.07 Related Experience

- (a) Effective December 16, 2008, a regular or term employee hired with previous experience may be credited with one step on the salary scale for each year of related experience, as determined by the Employer, to a maximum of five (5) years. No newly hired employee shall be paid at a salary higher than that being paid to a member of the incumbent staff in the same position where qualifications

and experience are equal. The employee shall be required to provide proof of previous experience in writing.

- (b) Where a formerly surplus employee, through the competition process, becomes the selected candidate to a previously held position, all former experience in the position prior to being declared surplus shall be recognized and shall be paid at the appropriate step on the salary scale.

L22.08 Correction of Errors

In the event of an error in salary, the Employer shall make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered. Where a correction of an error requires that an employee repay an amount in excess of \$200.00, a schedule of payment shall be determined by mutual consent of the Employer and the employee.

L22.09 Deductions

Employment Insurance premiums, Canada Pension and Income Tax deductions shall be made as prescribed by legislation. Pension deductions shall be made as prescribed by the Ontario Municipal Employees Retirement System/Ontario Teachers' Pension Plan.

- L22.10 At the request of the employee, an employee shall be issued a Record of Employment by the Employer.**

ARTICLE L23 OVERTIME

L23.01 Definition

Overtime is defined as authorized work in excess of thirty-five (35) hours per week, inclusive of any vacation leave or sick leave taken during the week, and which is compensated at premium rates as follows:

- (a) "time and one-half" is 1.5 times the straight time hourly rate of the employee as specified in this collective agreement;
- (b) "double time" is twice the straight time hourly rate of the employee as specified in this collective agreement.

L23.02 Application

Approval of the immediate Supervisor is required prior to any overtime work being worked by the employee except where overtime is required to address an immediate safety issue. Except in extenuating circumstances, such approval shall be in writing.

Employees shall have the right to refuse overtime except where overtime is required to address a safety issue or legal obligation of the Employer. In such instances, overtime may be refused where reasonable notice has not been given or where necessary family arrangements cannot be made by the employee.

L23.03 Compensation

- (a) Overtime shall be paid at the rate of time and one-half (1½) the employee's straight time rate for those hours worked in excess of thirty-five (35) hours per week and at the rate of double the employee's straight time rate for all overtime hours worked on Sundays.
- (b) Employees who are required to work on a public holiday shall be paid overtime at the rate of double time. This overtime payment would be in addition to being paid for the holiday in question.
- (c) Overtime shall not be paid for overtime periods of less than one-half (½) hour per day.
- (d) Employees who are asked by their Principal/Manager/Supervisor to work beyond the normal scheduled year or day for evening functions such as, but not limited to, parent-teacher interviews, annual commencement or open houses shall be entitled to the applicable overtime rate for hours worked in excess of thirty-five (35) hours per week.
- (e) Employees may substitute time in lieu of overtime worked when mutually agreeable. Time off shall be on the same basis as the overtime was earned and shall be scheduled at a mutually agreeable time. If no mutually agreeable time is designated within thirty (30) days of the time the overtime was earned, the employee shall be paid the appropriate rate.
- (f) A full-time employee who is called in and required to work outside the employee's regular working hours, shall be paid for a minimum of three (3) hours.
- (g) Where the employee is required to work overtime between 10:00 p.m. and 7:00 a.m. and the employee does not have access to a vehicle, taxi service to and/or from the employee's home shall be reimbursed by the Employer.
- (h) Employees who work overtime in excess of four (4) hours immediately following their work day shall receive a meal or a meal allowance of \$10.00. Meal allowances shall be payable in accordance with Revenue Canada regulations.

ARTICLE L24 TRAVEL COMPENSATION

- L24.01 Employees who are authorized to use their own vehicles on Employer business shall be paid an allowance at the Board-wide rate per kilometre as approved by the Employer.

ARTICLE L25 INCLEMENT WEATHER

- L25.01 Procedure PR.563.HR (Inclement Weather), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE L26 PROFESSIONAL DEVELOPMENT

Professional Development Days

- L26.01 The Employer shall allow the Bargaining Unit to sponsor Employer approved functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employee's lunch period or following the regular working day and on Employer designated Professional Development Days.
- L26.02 Bargaining Unit employees may attend Union sponsored professional development activities on the system-wide Professional Development Day. If the professional development activity falls within the employee's regularly scheduled work day, the Employer will pay the employees as if in continuing employment for such approved day(s).

Staff Development

- L26.03 Staff training and conferences are seen as an opportunity for professional growth and staff participation may be required. Overtime for travel or participation at such training or conferences will not be compensated if it occurs outside normal working hours.
- L26.04 Where the Employer requires and the employee agrees to take a course to upgrade or acquire new employment qualifications, such employee shall not lose regular pay or credits because of necessary absence from work due to participation in such course. The Employer shall pay the full cost of such course which is successfully completed by the employee.
- L26.05 An employee may apply for training and educational assistance in accordance with the Employer procedures, as may be established by the Employer and as amended from time to time.

L26.06 An employee may apply for training and educational assistance in accordance with the Employer procedure *PR600.HR -Tuition Reimbursement for Administrative and Support Staff*, as established by the Employer and as amended from time to time.

L26.07 By 31 October of each year, the Employer will provide to the bargaining unit \$15.00 per FTE for the purposes of professional development, to be matched by the bargaining unit for the same date.

The bargaining unit will submit course proposals to the Manager of Human Resources or designate for review no later than two weeks prior to publishing the event program.

The bargaining unit will provide an annual written report and account to the Manager of Human Resources or designate as to the use of these funds not later than 30 June of each year.

With at least one (1) week of notice from the Bargaining Unit, the Employer shall release up to four (4) members of the Union Professional Development Day Committee for up to a total of two (2) days. This release time can be used in half day or full day increments. The bargaining unit agrees that release shall not be requested for more than one member from any one school/department on the same day.

ARTICLE L27 PROBATIONARY PERIOD

L27.01 A newly hired employee shall be considered to be on probation for a period of six (6) consecutive months of employment. Where the employee is discharged for non-disciplinary reasons, the Employer agrees to give one (1) weeks notice, or pay in lieu, to the probationary employee.

L27.02 In the event a newly hired employee changes positions in the first four (4) months of employment, or changes classifications within the first six (6) months of employment, the employee will enter a new six (6) month probationary period.

L27.03 Where a newly hired employee has been employed in a temporary position for a minimum of three (3) months in the twelve (12) month period prior to the date of hire, the period or periods of temporary employment shall accumulate for the purpose of reducing the probationary period by a maximum of one (1) month.

L27.04 A probationary employee shall be added to the appropriate seniority list as of the first date of hire.

ARTICLE L28 DISCIPLINE AND DISCHARGE

L28.01 Subject to Article L27.01, no employee shall be demoted, disciplined or discharged without just cause.

Notwithstanding any other provisions of the Collective Agreement, a probationary employee may be discharged for reasons less serious than a non-probationary employee.

L28.02 The Employer shall hold a meeting with the employee in order to discipline or discharge that employee.

L28.03 Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters of discipline or discharge of an employee, the employee shall be advised of his/her right to have a representative of the Union at the meeting. Such employee has the right to be accompanied and advised by a Union representative at such meeting. Where the employee elects representation, the Union shall be advised twenty-four (24) hours in advance of the schedule of such meeting.

L28.04 In the event an employee is disciplined or discharged by the Employer, such notice of discipline, suspension or discharge shall be in writing to the employee concerned within ten (10) days of the meeting. Such notice shall set forth the reasons for such discipline or discharge.

L28.05 Where the employee has elected to have Union representation, a copy of the notice of discipline shall be provided to the President of the Bargaining Unit.

L28.06 A term employee's term may be ended early for any reason upon the employer providing the employee with notice or pay in lieu of notice in accordance with the Employment Standards Act. Prior to ending a term due to performance or conduct concerns, the Employer shall meet with the employee to inform them of the areas of concern. The term employee shall be notified to their right to union representation at the meeting.

ARTICLE 29 SENIORITY

L29.01 (a) For the purpose of this Agreement an employee's "seniority" shall commence on the date of the employee's most recent hiring (other than as a result of a recall after layoff) into a position covered by this agreement, by the Employer and shall continue to accumulate seniority during:

- i) any period of layoff during which the employee was entitled to be recalled;

- ii) any period of absence caused by sickness or accident to a maximum of two (2) years;
 - iii) any authorized leave of absence without pay to a maximum of two (2) years;
 - iv) any period of Self-Funded Leave to a maximum of one (1) year;
 - v) any period of secondment to another organization authorized by the Employer; and
 - vi) any period of authorized federation leave.
- (b) Where a term employee is subsequently hired to a regular position (with no break in service) the employee's seniority shall commence on their most recent date of hire as a term employee.
- (c) Where seniority is equal, the ranking shall be determined by:
- i) the date of the term or casual employees first day of work;
 - ii) total non-continuous years of employment with the Employer;
 - iii) total consecutive years of employment with the Employer within the Bargaining Unit;
 - iv) in the event there is still a tie, selection by lot in the presence of the Bargaining Unit President or his/her designate.
 - v) Where the employee's seniority date is the same as two (2) or more regular employees and a selection by lot has previously taken place for that particular date, the employee shall be ranked as the last person for that date.

L29.02 A loss of seniority shall be deemed to have occurred if an employee:

- i) resigns or retires;
- ii) is discharged and is not reinstated by reason of the grievance and arbitration procedure;
- iii) is no longer entitled to be recalled; or
- iv) accepts a permanent position outside of the Bargaining Unit.

L29.03 The seniority of an employee who is absent due to sickness or accident shall not accumulate beyond twenty-four (24) months, however seniority shall be maintained and the employee shall have the right to return to work upon recovery.

- L29.04 Notwithstanding Article L29.03, seniority shall accumulate during any absence for which the employee receives Workplace Safety Insurance Board wage loss replacement.
- L29.05 (a) A seniority list shall be maintained by the Employer. The list will be provided electronically to the President of the Bargaining Unit five (5) days before the list is distributed. By February 15th, a seniority list indicating the employee's name, seniority date and position title will be distributed electronically for retention by the Supervisor, to each work location/department. Employees will have an opportunity to review their seniority date for verification.
- (b) The Bargaining Unit President will also be provided with a seniority list which includes employment status, job level, location and work year. This list will not be posted.
- L29.06 Employees requesting a correction to their seniority date or requesting to be added to the seniority list must do so in writing to the Human Resources Department before 15 March. Seniority lists may be changed at any time with the mutual consent of the parties.
- L29.07 The Employer shall provide a written response to an employee requesting a correction to their seniority accumulation, with a copy to the President of the Bargaining Unit, within twenty (20) days from the date the written request was received.

ARTICLE L30 LAYOFF AND RECALL

L30.01 Definitions

"Surplus Employee" shall mean an employee who has been displaced from their position through the staffing process, whose hours of work or work year has been reduced or whose position has been eliminated.

"Layoff" shall be defined as a termination of employment of an employee (other than that of a temporary nature, i.e. ten (10), ten and one-half (10.5) and eleven (11) month).

"Job Classification" shall mean the job title, salary level, employment status and months worked in a position covered by this Collective Agreement.

"Employment Status" shall mean full-time or part-time and shall include the number of months worked.

"Lesser Position" shall mean a position at a lower salary level or with a reduced number of months or hours worked or divided between two (2) or more locations.

“Salary Level” shall mean the salary level in which a position is placed as per Appendix “A”.

L30.02 Surplus/Layoff Notices

- (a) The Employer shall consult with the Bargaining Unit prior to and during the implementation of the layoff and/or recall process.
- (b) The Employer shall identify and produce a list of names of employees who have been identified as surplus or potentially surplus within twenty (20) working days of an Employer's decision which will impact on staffing. Upon mutual agreement of the parties, this timeline may be extended to allow staffing and/or restructuring processes to be completed. Surplus notices shall be issued in writing to surplus employees in reverse order of seniority within a work location based on their employment status.
- (c) A copy of the surplus list, along with an updated copy of the seniority list, shall be provided to the President of the Bargaining Unit at the same time as the information is provided to the appropriate Principal/Supervisor of surplus/layoff notices being issued.
- (d) A laid off employee shall (other than layoffs of a temporary nature, i.e. ten (10), ten and one-half (10.5) and eleven (11) months) be given written notice in accordance with the Employment Standards Act or one (1) month, whichever is greater. Where a surplus employee elects to be laid off the surplus notice period shall be deemed to be notice for the purposes of layoff.
- (e) The written notice of surplus or layoff shall be delivered personally by the Principal/Manager or designate. Should an employee be on a leave of absence, the written surplus/layoff notice and an updated seniority list shall be forwarded by registered mail/courier.
- (f) When it is determined by the Employer that an employee is no longer surplus or laid off, written notification of such shall be issued to the employee within fifteen (15) days of the date of determination.

L30.03 Rights and Conditions of Surplus Employees

Conditions for Bumping

- (a) A surplus employee shall have the right to exercise their rights, as defined herein, provided the employee has the necessary qualifications, ability, knowledge, and skills to perform the job available and provided the surplus employee can do the job without formal training. The employee will be afforded a two (2) week orientation period that will include minimal on the job training. A more senior employee can only bump a more junior employee.

Voluntary Reduction in Status

- (b) Where an employee voluntarily reduces status, and, within 24 months of the effective date of the reduction, the same position is subsequently increased in status, the employee shall have the right to assume the increased position, but the employee may not increase beyond the employee's original status.

Voluntary Permanent Reduction in Status

- (c) Where an employee accepts in writing, a reduction in their employment status on a permanent basis, he/she shall be deemed to have a reduced employment status and shall be subject to the terms and conditions for that employment status in accordance with the Collective Agreement.

Increment dates

- (d) Employees who exercise their bumping rights shall maintain their current increment dates.

Option to Resign

- (e) A surplus employee shall have the option to resign, in writing, and accept severance in accordance with the Employment Standards Act. In such case, the Board shall have no further obligation to the employee.

Mileage Claims when bumped to two locations

- (f) Individuals who were full-time employees at one (1) location and who subsequently bump into more than one (1) location shall be eligible to claim mileage when traveling between the work locations and shall be entitled to a thirty (30) minute uninterrupted, unscheduled lunch period as outlined in Article L21.05 (Hours of Work). The eligibility to claim mileage does not apply to employees who elect to work at two locations.

Salary Adjustment/Red-circling

- (g) Where an employee elects to bump into a lower occupational classification, the employee's salary will be adjusted to the new level at the step which is equal or closest to the employee's current salary earned at the time of being declared surplus, provided this does not result in a reduction in pay and such employees will maintain their current increment date. If the employee's salary earned at the time of being declared surplus is higher than the maximum of the salary range of the lower classification, the employee's salary will be red-circled and frozen for a period of one (1) year from the effective date of assuming the lower occupational classification. If during this period, the employee's rate of salary in the new

classification becomes equal to or exceeds the frozen rate, the new salary shall apply, and all further red-circling rights shall cease.

Probationary Period

- (h) When a probationary employee is laid off and subsequently recalled, such employee shall be required to restart their probationary period.

L30.04 Bumping Process

- (a) A surplus employee shall be contacted by a Human Resource representative in order to identify the options for bumping and to determine a placement.
- (b) Vacancies shall be considered prior to an employee being bumped by a surplus employee.
- (c) Employees shall be deemed to have accepted the position unless they notify the Employer within twenty-four (24) hours that they have elected to be placed on layoff/recall.
- (d) An employee whose position is declared surplus or whose hours are reduced at a location may elect one of the following:
 - i) Bump to maintain full employment status, or
 - ii) Accept the reduction in hours at the current location and bump the balance of hours, or,
 - iii) Accept the reduction in hours and remain in the position at the current location at the reduced employment status and be subject to the terms and conditions for part-time employees in accordance with the Collective Agreement. Such employees shall have access to the provisions of Article L30.03 (b).
- (e) Subject to L30.03 (a) and in order of seniority a surplus employee shall have the right to be placed as follows:
 - i) Positions in the same job classification, salary level and employment status will be given first consideration; then
 - ii) Positions at the same salary level and employment status; then
 - iii) The process will continue through lesser positions until a position is found.

- iv) If no position is identified, the employee will be laid off with right of recall in accordance with Article L30.05.

L30.05 Recall

- (a) In all cases of recall after layoff, employees shall be recalled in accordance with their seniority ranking provided they have the necessary qualifications, ability, knowledge and skill to perform the jobs available within the job classification provided the surplus employee can do the job without formal training. The employee will be afforded a two week orientation period that will include minimal on the job training.
- (b) An employee with seniority who is laid off shall retain seniority and right of recall for the following period of months based on the employee's length of continuous service as follows:

<u>Period of Months</u>	<u>Service in Years</u>
12	up to two (2) years
24	more than two (2) years

- (c) An employee who is recalled in accordance with this article shall be reinstated as though there had been no interruption in seniority.
- (d) Subject to Article L30.05 (a), no new regular employee shall be hired into the bargaining unit until all employees within the bargaining unit, who are on layoff have been given an opportunity to be recalled, subject to necessary qualifications, ability, knowledge and skill to perform the jobs available.
- (e) All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- (f) An employee shall have the right to refuse one (1) recall to a position at the same salary level and employment status. Notices of recall to lesser positions shall not be deemed to be a refusal.
- (g) A full-time employee who is recalled to a part-time position shall continue to retain recall rights to a full-time position, which may include a part-time position to complement the employee's current part-time position, subject to scheduling requirements. A recall to such part time position shall be deemed to have satisfied the employee's recall rights subject to Article L30.03 (b).
- (h) Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee and shall require the employee to report to work on a date not earlier than seven (7) work days after the date of such notice. If the employee does not reply within said seven (7) work days or fails to report for work at the time and date specified in the notice, the employee shall be deemed

to have terminated all recall rights and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or Employment Standards Act.

(i) Subject to Article L30.05 (f), an employee's refusal to accept a recall to a position at their same salary level and employment status, will result in the termination of all recall rights and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or Employment Standards Act.

(j) Those persons not recalled by the end of the recall period shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or Employment Standards Act.

(k) Term Positions

i) An employee on recall shall be offered the opportunity to fill a vacant term position at the same or lower salary level and employment status subject to qualifications, knowledge, skill and ability.

ii) An employee on recall shall have the right to apply for and be offered a term position without losing recall rights.

iii) The employee's recall period shall be extended by the period of the term assignment.

L30.06 The Employer shall provide the President of the Bargaining Unit with a list of names, job classification, employment status and salary level of all employees placed on recall.

L30.07 Employees on layoff/recall shall be entitled to continuing participation in the benefit plans in accordance with the Collective Agreement, provided that the employee pays the full premium payment for such coverage and that the insurance policies permit such coverage to employees while on layoff.

ARTICLE L31 JOB VACANCIES

L31.01 Definitions

"First consideration" shall mean that qualified Bargaining Unit applicants are to be screened, interviewed and selected in accordance with this Article.

"Posting" shall mean electronic posting.

L31.02 (a) Where there is a vacancy in the bargaining unit that is known to last for not less than six (6) months, it shall be filled as follows:

- i) In order of seniority, to an employee who is on the recall list, or who has been declared surplus, subject to having the necessary qualifications, ability, knowledge and skills to perform the job; otherwise,
- ii) The vacancy shall be posted for at least five (5) working days prior to the closing date of the competition. For the purposes of posting positions in the months of July and August, vacancies shall be posted for at least ten (10) days.
- iii) For Library Technicians, where a school's allocation increases, the incumbent will be given the opportunity to increase their status. Otherwise the vacancy will be filled in accordance with this article.

(b) Where a vacancy in the bargaining unit is being filled by a casual employee and where the Employer subsequently becomes aware that the vacancy will continue for more than an additional five (5) months the positions will be posted.

(c) Posted vacancies shall be filled in the following order:

- i) first consideration shall be given to applications from regular full time and part-time employees, of which at least the three (3) most senior applicants who hold the necessary qualifications will be interviewed for each vacancy; and if such does not exist
- ii) applications from term and casual employees within the bargaining unit; and then
- iii) external candidates

(d) Where an employee accepts a Term Assignment, the employee will not be entitled to apply for a second Term Assignment, which is scheduled to begin prior to the completion of the initial Term Assignment unless the term assignment is within the same school or department.

L31.03 Job postings shall normally reflect the job description and contain the following information: nature of position; qualifications; required knowledge and education, hours of work, salary range and initial location.

L31.04 In selecting a candidate to fill a position, which the employer intends to fill in the bargaining unit, the Employer shall consider:

- (1) skill, ability, qualifications and experience required by the position
- (2) seniority

Where the factors in (1) are relatively equal, in the judgment of the Employer, then factor (2) shall govern.

Where factor (2) is utilized, seniority shall be measured in accordance with Article L29 (Seniority) of this Collective Agreement.

- L31.05 Should the successful candidate vacate the position within six (6) months, the Employer shall not be required to post the position for competition. The Employer shall offer the position in ranking order to other qualified candidate(s) who were interviewed for the competition.
- L31.06 When it is not known whether or not a position will be vacant for more than five (5) months, the vacant position may be filled on an acting pay basis by qualified employees within the work location by position seniority.
- L31.07 Subject to the layoff and recall provisions of this Collective Agreement, where a regular employee is selected to fill a full-time or part-time vacancy on a term basis, the employee shall be entitled to return to the position previously occupied, upon the expiration of the term assignment.
- L31.08 In order to implement the staffing provisions, the Employer may place a casual employee in a vacant or newly created position pending staffing of the position in accordance with this Article.
- L31.09 When the status of a position changes from that of term to a regular vacancy, the position shall be:
 - (a) filled from the recall list in accordance with Article L30.06 Recall, and if there is no qualified employee on the recall list, then,
 - (b) posted or re-posted for competition. Where the term incumbent is the sole applicant for the competition, the term employee may be confirmed in the position.
- L31.10 An employee shall be de-briefed by a member of the Selection Committee upon request of the employee.

Note: Reference to posting in this article shall mean electronically. If the system is down during regular business hours for any significant time during the posting period, the closing will be delayed by the equivalent time.

ARTICLE L32 EXCHANGES

- L32.01 Upon the mutual consent of the employees and the Employer, employees may exchange positions within the Bargaining Unit at the same salary level, the same regularly scheduled weekly hours and the same work year for a term of up to one (1) year. An exchange may be extended for one (1) year by mutual consent of the employees affected and subject to the Employer's approval.

- L32.02 Employees who exchange positions shall be considered as staff members of their original position. At the end of the term, the employees involved will:
- (a) revert to their original position, or
 - (b) make the exchange permanent upon written application by the employees affected subject to the approval of the Employer.
- L32.03 In the event one of the positions becomes vacant within the term, the other employee shall revert to the position held prior to the exchange and the vacant position shall be staffed in accordance with Article L31.
- L32.04 Employees wishing to be considered for an exchange shall file a written request to the Human Resources Department.

ARTICLE L33 JOB SHARING

- L33.01 The Employer agrees that two (2) full-time employees, neither of whom are identified as being laid off, may choose to share a single full-time position provided the following requirements are met:
- (a) The application shall be made to the Superintendent of Human Resources or designate at least two (2) months prior to entering the plan. The proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s)/Supervisors involved, and the Superintendent or designate shall be assured to his/her satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position.
 - (b) At the time of granting the leave, agreement in writing shall be reached on the date of return to full-time assignments. The date may be extended by mutual agreement between the employees and the Employer.
 - (c) The total salary paid shall not exceed the maximum rate for the classification level of the position and each job sharing partner shall receive an amount prorated to the percentage of the time worked. Annual increment dates shall be maintained.
 - (d) Credited experience shall continue as though the employee(s) were working full-time. The entitlement to sick leave, vacation leave, and holiday pay shall be prorated to the time worked by the employee.
 - (e) The job sharing agreement shall not represent a promotion for either employee.

- (f) In the event either employee participating in a job sharing arrangement is declared surplus or laid off, the job share shall be discontinued and L33.01 (g) and L33.01 (h) shall apply prior to the layoff and recall provisions being implemented.
- (g) Subject to the Layoff and Recall provisions of this Collective Agreement, the employee holding the position which was shared shall have the right to be returned to that position.
- (h) Subject to the Layoff and Recall provisions of this Collective Agreement, the employee who transfers from one (1) position to the shared position shall have the right to be returned to the original position for a period of up to two (2) years.

ARTICLE L34 PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

- L34.01 Where a member of the Bargaining Unit successfully applies for a vacant position or a term position outside the Bargaining Unit, the Employer shall notify the Bargaining Unit of the employees' name and the date that the employee will commence duties in the new position.
- L34.02 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right of return to a Bargaining Unit position.
- L34.03 A member of the Bargaining Unit who accepts a term position outside the Bargaining Unit with the employer, for a maximum period of twenty-four (24) months, shall have the right of return to his/her former position within the bargaining unit. Such member shall continue to accumulate seniority while in the term assignment.
- L34.04 In the event a member of the Bargaining Unit accepts a term position in a non-affiliated position, for a maximum period of twenty-four (24) months, all terms and conditions of the non-affiliated position shall apply to the member. The member will be required to continue to pay union dues during the term assignment.

ARTICLE L35 LOCAL GRIEVANCE ARBITRATION PROCEDURE

- L35.01 An employee shall have the right to have a representative from OSSTF present to assist the employee at any stage of this grievance and arbitration procedure.
- L35.02 Definitions
 - (a) A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

(b) The Parties to any grievance or arbitration under this provision shall be defined as:

- i) the Bargaining Unit
- ii) the Board

(c) For the purpose of this Article, the definition of day shall be the normal days worked by a member.

L35.03 Informal Stage

An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the principal or immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the employee, may submit a grievance as provided herein.

L35.04 Dismissal Grievance

A grievance dealing with the dismissal of an employee, subject to Article L28 (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

L35.05 Individual Grievance

Step 1

A grievance(s) shall be submitted in writing, signed by an authorized Bargaining Unit representative, to the Superintendent of Human Resources or designate within twenty (20) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name of the grievor, the facts of the grievance, including the date(s) on which the alleged incident(s) occurred, the provisions of the Collective Agreement alleged to have been violated, and the remedy(ies) or relief being sought. The Superintendent of Human Resources or designate shall respond to the grievance in writing within ten (10) days of the receipt of the grievance.

L35.06 Step 2

Failing settlement at Step 1, the Bargaining Unit may submit the grievance, in writing, to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will take place with the committee of

management representing the Director of Education. A written response will be provided to the Bargaining Unit from the Director of Education or designate within ten (10) days of the meeting. The requirement to hold a meeting may be waived, by mutual consent of the parties, in which case the written response will be provided within ten (10) days.

L35.07 Step 3

Failing settlement at Step 2, the Bargaining Unit may submit the grievance to arbitration within ten (10) days of receipt of the response, in accordance with the provisions outlined below.

L35.08 Policy Grievance

The Bargaining Unit and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement which affects a group of employees or the entire membership. A policy grievance shall proceed directly to Step 2 to the Bargaining Unit or the Director of Education, as applicable.

A policy grievance must be submitted within twenty (20) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

L35.09 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to mediation at any stage of the grievance procedure, in which case the timelines shall be suspended pending the outcome of the mediation. The agreement of the Parties to refer a matter to mediation shall be made in writing and stipulate the name of the person who will act as mediator and the timeline for the mediation to occur.

Each of the Parties shall share equally the expenses of the appointed mediator.

L35.10 Arbitration

A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide written notice to the other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within twenty (20) working days of receipt of the written notification of

desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party. Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

In the event either party submits a grievance to an Arbitration Board, the notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

- L35.11 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board, each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.
- L35.12 The Arbitrator or Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.
- L35.13
- (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the Parties.
 - (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the Parties, with respect to the processing of a particular grievance.
 - (c) If at any stage of the grievance arbitration procedure the Party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the Parties), the grievance shall be deemed to have been abandoned.
 - (d) If at any stage of the grievance arbitration procedure the Party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the Parties), the Party submitting the grievance may proceed directly to the next step in the procedure.
 - (e) Where the grievor is required to attend at a meeting at any stage of the grievance procedure, including arbitration, it shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

- (f) No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of the Arbitration Board or shall be appointed as a single arbitrator.

ARTICLE L36 MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS

- L36.01 The Employer shall pay membership fees in professional organizations for employees who are required by legislation to maintain membership in a professional association in order to perform the duties of their position. Employees shall be required to provide proof of registration/payment annually to the Employer.

ARTICLE L37 HARASSMENT

- L37.01 Procedure PR.541.HR (Alleged Harassment/Abuse of Employee), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE L38 RESPECTFUL WORKPLACE

- L38.01 Procedure PR.652 (Respectful Workplace), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE L39 HEALTH AND SAFETY

- L39.01 The Parties recognize that the Joint Occupational Health and Safety Committee, as established by the Employer, is governed by the Occupational Health and Safety Act and Regulations.

The Parties further recognize Educational Support Professionals Bargaining Unit representation on this committee. While alleged violations of the Occupational Health and Safety Act and Regulations will not be grievable under this Agreement, an employee shall have the right to pursue alleged violations in accordance with the legislation. The Parties will co-operate to facilitate any required corrective measures as provided for by the Act.

ARTICLE L40 ADMINISTERING MEDICATION/FIRST AID

- L40.01 The Employer agrees to make available to those designated employees, training and/or retraining for the administration of medication and/or first aid. Such training

shall normally be provided by the employer during regular work hours at no cost to the member.

- L40.02 The Administering Medication to Students, Procedure PR.547.SCO, as established by the Employer and as amended from time to time shall apply to all employees covered by this Agreement.

ARTICLE L41 TECHNOLOGICAL CHANGES

- L41.01 The Employer agrees to discuss major technological changes with the Bargaining Unit through the Labour Management Committee at least two (2) months prior to the implementation of the proposed changes.
- L41.02 Where the Employer requires an employee to take an Employer approved training course resulting from technological changes or organizational restructuring, outside the employee's normal working hours, the applicable provisions of this collective agreement shall apply.

ARTICLE L42 HUMAN RESOURCES FILE

- L42.01 An employee shall have access during normal business hours, or such other time as may be arranged, to the Human Resources file that relates to the employee. Such access shall be granted with twenty-four (24) hours' advance notice and in the presence of a Human Resources Officer or other person(s) designated by the Director of Education.
- L42.02 An employee shall receive a copy of any documentation placed in his/her Human Resources file which may raise an issue of concern with respect to performance or be detrimental to the employee.
- L42.03 An employee shall have the right to respond in writing to any document contained in or to be placed in the employee's Human Resources file. The written response by the employee shall become part of the employee's Human Resources file.
- L42.04 An employee shall have the right to place any relevant documents in the employee's Human Resources file which has been omitted.
- L42.05 Information in an employee's Human Resources file shall be treated as confidential. Access to and disclosure of any personal information on an employee shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

- L42.06 Where the Employer is required to furnish information on an employee to an outside agency by a court order or legislative requirement, the employee will be immediately notified that this information has been requested and has been or will be provided.
- L42.07 Where an employee authorizes, in writing, access to the employee's Human Resources file by another person acting on the employee's behalf, the Employer shall provide such access, in accordance with Article L42.01.
- L42.08 Upon the employee's request, the Employer shall remove any letter of discipline after three (3) years (excluding leaves) provided there has been no disciplinary action in the interim. However, documents related to discipline in cases of harassment or abuse (including sexual or physical misconduct of any kind) shall not be removed.

Upon the employee's request, the Employer shall remove any letters of expectation or letters of concern after three (3) years (excluding leaves) provided there has been no reoccurrence of the issues identified in the letter(s).

ARTICLE L43 FAMILY MEDICAL LEAVE

L43.01 In accordance with the Ontario Employment Standards Act and C11.0 Statutory Leaves of Absence/SEB an employee will be entitled to Family Medical Leave without pay.

L43.02 General Provisions for Family Medical Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave.
- (b) Vacation leave credits shall accumulate for the employee during the time of Family Medical Leave.
- (c) Subject to the Layoff and Recall provisions of Article L30 the employee shall return to his/her previous position, if it exists, or a comparable position.
- (d) The period of an employee's leave shall not be included in determining whether he/she has completed the probationary period under Article L27.

ARTICLE L44 CONTRACTING OUT

No Bargaining Unit employee shall be laid off, or suffer a reduction in normally scheduled hours of work, as a result of the Board contracting out any of its work or services.

ARTICLE L45 EMPLOYEE ACCOMMODATION

Where an employee is identified as requiring an accommodation, the Employer and the Bargaining Unit shall consult to seek an appropriate accommodation for that employee. Where the Employer deems it necessary to convene a workplace accommodation or Return to Work meeting, the employee will have the right to union representation and will be informed of such right.

ARTICLE L46 CRIMINAL BACKGROUND CHECKS

L46.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

L46.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

L46.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

ARTICLE L47 PERFORMANCE EVALUATION


L47.01 Policy P.066.HR (Performance Appraisal and Supervision for Growth of Administrative and Support Staff) and Procedure PR.640.HR (Performance Appraisal and Supervision for Administrative & Support Staff) as established by the Employer and as amended from time to time shall apply to the employees covered by this Collective Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES, AS OF THIS 7th DAY OF JUNE 2021, IN THE CITY OF OTTAWA.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD


Lynn Scott (Sep 10, 2021 08:35 EDT)

Lynn Scott
Chair of the Board


Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)

Camille Williams-Taylor
Director of Education/Secretary of the Board


Mary Jane Farrish (Sep 10, 2021 11:07 EDT)

Mary Jane Farrish
Superintendent of Instruction


Richard Sinclair

Richard Sinclair
Manager of Legal Services/Labour Relations


Barry Scott (Sep 28, 2021 08:39 EDT)

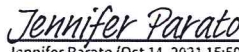
Barry Scott
Labour Relations Officer


Sandy Owens

Sandy Owens
Manager, B<


Christine Lanos (Oct 14, 2021 15:28 EDT)

Christine Lanos
Principal



Jennifer Parato (Oct 14, 2021 15:50 EDT)

Jennifer Parato
Human Resources Officer

THE EDUCATIONAL SUPPORT
PROFESSIONALS
(OSSTF DISTRICT 25)


Melodie Gondek (Aug 31, 2021 15:35 EDT)

Melodie Gondek
President, Educational Support Professionals


Leif Walther


Leif Walther
Chief Negotiator


Saul Mogelonsky (Sep 26, 2021 23:59 EDT)

Saul Mogelonsky
Member, Collective Bargaining Committee


Raj sandhu (Sep 28, 2021 06:44 EDT)

Raj Sandu
Member, Collective Bargaining Committee


Judy Soifer (Sep 30, 2021 14:51 EDT)

Judy Soifer
Member, Collective Bargaining Committee

APPENDIX "A"

SALARY SCHEDULE/JOB CLASSIFICATIONS

Salary Schedule

Effective September 1, 2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	\$27,819	\$28,643	\$29,836	\$31,080	\$32,376	\$33,725	\$35,129
Level 3	\$31,773	\$33,099	\$34,472	\$35,913	\$37,410	\$38,965	\$40,590
Level 4	\$34,195	\$35,621	\$37,105	\$38,652	\$40,259	\$41,940	\$43,683
Level 5	\$39,752	\$41,412	\$43,134	\$44,930	\$46,806	\$48,754	\$50,783
Level 6	\$42,887	\$44,673	\$46,535	\$48,473	\$50,495	\$52,597	\$54,789
Level 7	\$47,842	\$49,918	\$52,086	\$54,322	\$56,676	\$59,139	\$61,707
Level 8	\$53,597	\$55,930	\$58,362	\$60,901	\$63,553	\$66,320	\$69,203
Level 9	\$60,233	\$62,845	\$65,572	\$68,419	\$71,390	\$74,491	\$77,725
Level 10	\$67,991	\$70,942	\$74,021	\$77,235	\$80,584	\$84,085	\$87,734

Casual Employees: Job Level 2 to 6: \$15.29 per hour + 4% vacation pay.

Job Level 7 and above: \$17.83 per hour + 4% vacation pay.

APPENDIX "A"

SALARY SCHEDULE/JOB CLASSIFICATIONS

Salary Schedule

Effective September 1, 2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	\$28,097	\$28,929	\$30,134	\$31,391	\$32,700	\$34,062	\$35,480
Level 3	\$32,091	\$33,430	\$34,817	\$36,272	\$37,784	\$39,355	\$40,996
Level 4	\$34,537	\$35,977	\$37,476	\$39,039	\$40,662	\$42,359	\$44,120
Level 5	\$40,150	\$41,826	\$43,565	\$45,379	\$47,274	\$49,242	\$51,291
Level 6	\$43,316	\$45,120	\$47,000	\$48,958	\$51,000	\$53,123	\$55,337
Level 7	\$48,320	\$50,417	\$52,607	\$54,865	\$57,243	\$59,730	\$62,324
Level 8	\$54,133	\$56,489	\$58,946	\$61,510	\$64,189	\$66,983	\$69,895
Level 9	\$60,835	\$63,473	\$66,228	\$69,103	\$72,104	\$75,236	\$78,502
Level 10	\$68,671	\$71,651	\$74,761	\$78,007	\$81,390	\$84,926	\$88,611

Casual Employees: Job Level 2 to 6: \$15.44 per hour + 4% vacation pay.

Job Level 7 and above: \$18.01 per hour + 4% vacation pay.

APPENDIX "A"

SALARY SCHEDULE/JOB CLASSIFICATIONS

Salary Schedule

Effective September 1, 2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	\$28,378	\$29,218	\$30,435	\$31,705	\$33,027	\$34,403	\$35,835
Level 3	\$32,412	\$33,764	\$35,165	\$36,635	\$38,162	\$39,749	\$41,406
Level 4	\$34,882	\$36,337	\$37,851	\$39,429	\$41,069	\$42,783	\$44,561
Level 5	\$40,552	\$42,244	\$44,001	\$45,833	\$47,747	\$49,734	\$51,804
Level 6	\$43,749	\$45,571	\$47,470	\$49,448	\$51,510	\$53,654	\$55,890
Level 7	\$48,803	\$50,921	\$53,133	\$55,414	\$57,815	\$60,327	\$62,947
Level 8	\$54,674	\$57,054	\$59,535	\$62,125	\$64,831	\$67,653	\$70,594
Level 9	\$61,443	\$64,108	\$66,890	\$69,794	\$72,825	\$75,988	\$79,287
Level 10	\$69,358	\$72,368	\$75,509	\$78,787	\$82,204	\$85,775	\$89,497

Casual Employees: Job Level 2 to 6: \$15.59 per hour + 4% vacation pay.

Job Level 7 and above: \$18.19 per hour + 4% vacation pay.

SALARY SCHEDULE/JOB CLASSIFICATIONS

Job Classifications

Level 2	Records Clerk
Level 3	Office Assistant 3 (EarlyON) Human Resources Clerk
Level 4	Accounting Assistant Elementary School Office Assistant Laboratory Assistant Mail and Courier Administrator Office Assistant 4 (Central/MacSkimming/Facilities/Secondary Alternate School Sites) Project/Document Assistant Secondary School Office Assistant Switchboard Operator/Receptionist
Level 5	Assistant Payroll Administrator Brailist/LSS Assistant Central Student Records Administrator Classifier/Coder Contract Assistant (Facilities) Continuing Education Assistant Coordinator, Learning Support Services Curriculum Services Assistant Databank Administrator Guidance Services Assistant Client Services Support Assistant Human Resources Assistant (Operations; Employee Wellness; Staffing & Recruitment) Library Technician Office Assistant 5 (Occupational Health & Safety (OHS), Purchasing Facilities, Early Learning) Printing Equipment Operator Secretary 5 (Central) Technical Assistant
Level 6	Alternate School Program Secretary Application Developer Assistant Secondary School Office Administrator CAD Technician (Architectural; Building Envelope; Mechanical; Roofing) Client Services Specialist Coordinator, Facilities Management System

Coordinator, Learning Support Services
 Facilities Renewal Technician
 Information Management Administrator (Continuing Education)
 Information Support Specialist
 Information Systems Specialist
 Learning Technology Specialist
 Network Technician
 Office Administrator 6 (B<)
 Outdoor Education Instructor
 Payroll Administrator
 Pension Administrator
 RFP/Tender Assistant
 Secretary 6 (Curriculum Services)
 Team Lead, Print Shop
 Training and Support Specialist

Level 7 Admissions & Enrolment Administrator
 Asset Management Analyst
 Assets and Logistics Assistant
 Assistant Accounting Administrator
 Building Automation Systems Technician
 Buyer
 CAD/Project Technician (Design & Construction)
 Community Use of Schools Outreach Coordinator
 Corporate Identity Management Analyst
 Database Coordinator
 Elementary School Office Administrator
 Energy Performance Coordinator
 Environmental Management Coordinator
 Graphic Designer
 Learning Technology Analyst
 Planning and Statistical Analyst
 Program Site Administrator, Outdoor Education
 Network Analyst
 Research Analyst
 Secondary School Office Administrator
 School Support Administrator
 Wells and Water Systems Technician

Level 8 Accounting Administrator
 Assessor
 Central Library Coordinator
 Coordinator of Marketing
 Functional Analyst (Enterprise Resource Planning)
 Graduation Coach for Black Students

Graduation Coach for Indigenous Students
 Grounds Projects Coordinator
 Health & Safety Technician
 Indigenous Coordinator
 Project Coordinator (Architectural; Building Envelope; Electrical; Roofing)
 Project Coordinator, Building Automation System
 Senior Application Developer
 Senior Asset Management Analyst
 Senior Client Services Analyst
 Senior Information Systems Analyst
 Senior Network Analyst
 Senior Server Cloud & Storage Analyst
 Senior Training and Support Analyst
 Student Counselor
 Web Developer

Level 9 Commissioning Coordinator
 Coordinator of Outdoor Education Centres
 Occupational Health & Safety Coordinator
 Project Leader, Electrical
 Project Leader, Mechanical
 Purchasing Administrator
 School Website Communication Coordinator
 Supervisor of Corporate Applications
 Team Lead, Client Services
 Team Lead, Information Systems
 Team Lead, Training & Support

Level 10 Assets and Logistics Administrator
 Continuing Education Officer
 Planner II
 Program Evaluation Officer
 Projects Officer, Facilities
 Research Officer
 Supervisor, Community Use of Schools

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: EMPLOYMENT INSURANCE PREMIUM

The Employment Insurance premium rebate normally paid to employees shall be retained by the Employer. This Letter expires on January 1, 2021.

Renewal signed at the City of Ottawa this 7th day of June 2021.

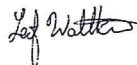
For the
Ottawa-Carleton District School Board


Camille Williams-Faylor (Oct 14, 2021 21:42 EDT)


Lynn Scott (Sep 10, 2021 08:35 EDT)

For the
Educational Support Professionals


Melodie Gondek (Aug 31, 2021 15:35 EDT)


Jeff Watten

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: SCHOOL OFFICE STAFFING FORMULA

No bargaining unit member will be laid off as a result of the Employer amending the school office staffing formula in such a manner that would create other than seventeen and one-half (17.5) hour or thirty-five (35) hour employees.

Renewal signed at the City of Ottawa this 7th day of June 2021.

For the
Ottawa-Carleton District School Board



Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)

For the
Educational Support Professionals



Melodie Gondek (Aug 31, 2021 15:35 EDT)



Lynn Scott (Sep 10, 2021 08:35 EDT)



LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: PAY EQUITY

The parties agree that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate negotiated in collective bargaining will be credited towards those pay equity adjustments.


Renewal signed at the City of Ottawa this 7th day of June 2021.

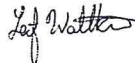
For the
Ottawa-Carleton District School Board


Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)

For the
Educational Support Professionals


Melodie Gondek (Aug 31, 2021 15:35 EDT)


Lynn Scott (Sep 10, 2021 08:35 EDT)


Jeff Watters

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: PROBATIONARY EMPLOYEE PROGRESS REPORT

The probationary employee progress report (checklist) will be completed by the hiring supervisor/manager/principal and reviewed with the probationary employee in the fourth month of the six month probationary period. The purpose of the checklist is to provide the employee with feedback on their performance at that point in time. The progress report can not be relied upon on the final determination of the outcome of the probationary period.

This progress report is neither grievable nor arbitrable.

Renewal signed at the City of Ottawa this 7th day of June 2021.

For the
Ottawa-Carleton District School Board



Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)

For the
Educational Support Professionals



Melodie Gondek (Aug 31, 2021 15:35 EDT)



Lynn Scott (Sep 10, 2021 08:35 EDT)



LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

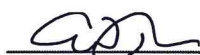
Re: SCHOOL YEAR CALENDER

The parties agree that in the event there is no Professional Activity day scheduled on the last day of the elementary school year, the Employer and the Bargaining Unit will meet to discuss options to support the year end processes.

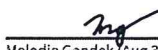
Renewal signed at the City of Ottawa this 7th day of June 2021.

For the
Ottawa-Carleton District School Board

For the
Educational Support Professionals



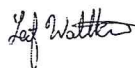
Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)



Melodie Gondek (Aug 31, 2021 15:35 EDT)



Lynn Scott (Sep 10, 2021 08:35 EDT)



LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: HOURS OF WORK - REDUCED LUNCH PERIOD PROGRAM

The Parties agree to a reduced daily lunch period of thirty (30) minutes, subject to the conditions outlined below. A reduction in the lunch period is projected to provide for improved availability of service during peak times of the work day while reducing the amount of time the employee is away from home and family. It is the responsibility of the Principal/Manager to schedule the employee's work day.

Article L21 Hours of Work states, in part, that:

- the normal work-week for all full-time employees shall be thirty-five (35) hours per week, comprising of five (5) seven (7) hour days;
- an employee working a full day shall be entitled to an unpaid one (1) hour lunch period each day; and
- an employee working a full day shall be entitled to two (2) fifteen minute rest periods per day.

Terms and Conditions for Participation in the program:

1. No employee or supervisor can unilaterally contract out of the collective agreement. Therefore, only those employees and Principals/Managers who have formally entered into the written agreement provided herein, may adjust the employee's lunch period during this program.
2. The Principal/Manager may approve the request of the employee to participate in this program after considering operational requirements. Operational requirements may impact the ability to participate in this program. In scheduling the lunch period, the Principal/Manager will consider peak service demand periods and student safety. Student safety cannot be compromised.
3. No undue pressure may be asserted by either party regarding participation in the program.
4. Participating employees and supervisors must agree to respond to periodic requests for feedback regarding the success of the program.
5. Entry points for participation in the program will be determined annually by the Employer.
6. Participation may be cancelled by either the employee or the supervisor at any time with two weeks notice.
7. Participation in this program must not increase operating costs (ie must not generate Lieu Time or Overtime).
8. Participation is not open to employees who work part-time at more than one location.
9. Strict observance of the scheduled hours of work must be followed. It is recognized that Lunch Period or Rest Period times may vary on occasion based on operational requirements. Occasional requests to extend/alter the Lunch Period may be approved by the Principal/Manager.
10. Paid rest periods may not be combined with the thirty (30) minute unpaid lunch period.

11. Lunch is to be consumed during the thirty (30) minute unpaid lunch period (at a location away from the employee's desk/work station).
12. Employees who leave the work site during the thirty (30) minute lunch period must ensure that they return to resume work at the scheduled time.
13. A copy of the attached Agreement must be submitted to Human Resources for approval. A copy will be provided to OSSTF-ESP for information.

Memorandum of Agreement -
in accordance with the Letter of Understanding
re - Hours of Work - Reduced Lunch Period Program

Employee Name: _____
 Classification: _____
 Work Site: _____
 Supervisor: _____
 Hours of Work: _____
 Commencing: _____
 Start time: _____
 Morning Rest Period (15 minutes) (from / to) _____ to _____
 Lunch Period (30 minutes) (from / to) _____ to _____
 Afternoon Rest Period (15 minutes) (from / to) _____ to _____
 End time: _____


I enter into this agreement and agree to abide by its terms and conditions:

Signature of Employee: _____ Date: _____
 Signature of Principal/Manager: _____ Date: _____
 Approved by Human Resources: _____ Date: _____
 Reviewed by OSSTF-ESP: _____


Renewal signed at the City of Ottawa this 7th day of June 2021.

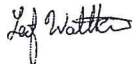
For the
Ottawa-Carleton District School Board


 Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)


 Lynn Scott (Sep 10, 2021 08:35 EDT)

For the
Educational Support Professionals


 Melodie Gondek (Aug 31, 2021 15:35 EDT)



LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT EDUCATIONAL SUPPORT PROFESSIONALS

Re: EI BENEFITS – (PREGNANCY LEAVE RESIDENTS OF QUEBEC)

The parties agree that, for the purposes of Pregnancy Leave Benefits, references to "E.I. Benefits" or "employment insurance benefits" in the Central Agreement shall be deemed to include benefits payable to residents of the Province of Quebec pursuant to the Quebec Parental Insurance Plan.

Renewal signed at the City of Ottawa this 7th day of June 2021.

For the
Ottawa-Carleton District School Board



Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)

For the
Educational Support Professionals



Melodie Gondek (Aug 31, 2021 15:35 EDT)



Lynn Scott (Sep 10, 2021 08:35 EDT)



LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: **VACATION ALLOCATION**


The Parties agree that former Ottawa Board of Education employees who earned more than twenty-five (25) days vacation leave as of 31 August 1999, shall have the current allocation frozen and shall continue to accumulate the same number of days.

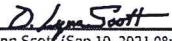
Renewal signed at the City of Ottawa this 7th day of June 2021.

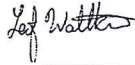
For the
Ottawa-Carleton District School Board


Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)

For the
Educational Support Professionals


Melodie Gondek (Aug 31, 2021 15:35 EDT)


Lynn Scott (Sep 10, 2021 08:35 EDT)


Jeff Watkin

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: **RECOGNITION**

The Parties agree that the following positions shall be removed from the ESP bargaining unit:


- Coordinator of Communications - Level 9 - 2 FTE
- Network Analyst (Senior Threat, Risk, Prevention, Assessment and Mitigation Analyst) - Level 8 - 1 FTE

As per Article L30 - Layoff and Recall of the Collective Agreement all employees in the positions identified above will be declared surplus effective August 31, 2021 and will be offered a vacancy in the corresponding union-exempt position. The start date in the union-exempt positions will be September 1, 2021.

Employees who decide not to proceed in the union-exempt position, will be considered a "Surplus Employee" as per Article L30 - Layoff and Recall and participate in the Layoff/Recall process in the spring of 2021.

Signed at the City of Ottawa this 7th day of June 2021.

For the
Ottawa-Carleton District School Board


Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)


Lynn Scott (Sep 10, 2021 08:35 EDT)

For the
Educational Support Professionals


Melodie Gondek (Aug 31, 2021 15:35 EDT)


Leif Watters

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: JOINT COMMITTEE TO REVIEW SUPERVISION OF STUDENTS BY ESP MEMBERS

The parties agree to establish a joint committee to discuss the supervision of students by ESP members, specifically related to the classifications of Office Administrator, Office Assistant and Library Technician.

1. The committee shall consist of four (4) representatives from the Employer and four (4) representatives from the Union. Either party may invite additional resources as required at their own expense. The Employer will provide paid release time for two (2) ESP members.
2. The mandate of the committee will be to review current practices, responsibilities and expectations regarding supervision of students by ESP members and discuss how we can share the best practices within the District.
3. Meetings of the committee shall begin no later than 90 days following the ratification of the tentative agreement.
4. The committee shall meet 2 times prior to June 30, 2021 and 2 more times during the 2021-2022 school year. The committee will seek to complete its work by June 30, 2022.

Signed at the City of Ottawa this 7th day of June 2021.

For the
Ottawa-Carleton District School Board

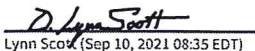


Camille Williams-Taylor (Oct 14, 2021 21:42 EDT)

For the
Educational Support Professionals



Melodie Gondek (Aug 31, 2021 15:35 EDT)



Lynn Scott (Sep 10, 2021 08:35 EDT)

