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

O.S.S.T.F. (District 25) Professional Educators and Child Care Staff Bargaining Unit

EFFECTIVE 1 SEPTEMBER 2019 TO 31 AUGUST 2022

PROFESSIONAL EDUCATORS AND CHILD CARE STAFF
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PART A

TERMS NEGOTIATED CENTRALLY
BETWEEN

COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)
AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)

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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 pan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C10.7 Benefits not provided by the ELHT

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

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

C10.8 Payment in Lieu of Benefits

a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.

b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

a) Family Medical Leave or Critical Illness leave granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.

b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.

c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

d) Seniority and experience continue to accrue during such leave(s).

e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

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

j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C12.00 SICK LEAVE

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

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

b) **Sick Leave Days**
Subject to paragraphs C12.1 d) i-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, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

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

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

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

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

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

i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.

iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) **Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment**
Notwithstanding the parameters outlined above, the following shall apply to Employees in a term assignment:

i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of 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: ☐ ***Yes*** ☐ ***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: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (*please specify*):	**Standing:** ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (*please specify*):	**Sitting:** ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (*please specify*):	**Lifting from floor to waist:** ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (*please specify*):
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (*please specify*):	**Stair Climbing:** ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (*please specify*):	☐ **Use of hand(s):** **Left Hand** ☐ Gripping ☐ Pinching ☐ Other (*please specify*):	**Right Hand** ☐ Gripping ☐ Pinching ☐ Other (*please specify*):

☐ **Bending/twisting** repetitive movement of (*please specify*):	☐ **Work at or above shoulder activity**:	☐ **Chemical exposure to**:	**Travel to Work:** Ability to use public transit Ability to drive car	☐ Yes ☐ No ☐ Yes ☐ No

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

Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Following Directions:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Decision- Making/Supervision:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Multi-Tasking:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:

Ability to Organize:	Memory:	Social Interaction:	Communication:
☐ Full Abilities ☐ Limited Abilities ☐ Comments:	☐ Full Abilities ☐ Limited Abilities ☐ Comments:	☐ Full Abilities ☐ Limited Abilities ☐ Comments:	☐ Full Abilities ☐ Limited Abilities ☐ 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 (<u>should/must</u> not do) for all medical conditions**:

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately:	Have you discussed return to work with your patient?
☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days	☐ Yes ☐ No
Recommendations for work hours and start date (if applicable): ☐ Regular full time hours ☐ Modified hours ☐ 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

<u>Common Central Provisions</u>

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 l). 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
AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(OSSTF/FEESO)

PROFESSIONAL EDUCATORS AND CHILD CARE STAFF
BARGAINING UNIT (PECCS)

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PART B - PECCS LOCAL COLLECTIVE AGREEMENT PROVISIONS

ARTICLE L1 - <u>PURPOSE</u>

L1.01 It is the purpose of this agreement to:

(a) set forth within this agreement certain terms and conditions of employment together with rates of pay, and other related provisions mutually agreed upon by the parties;

(b) establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) District 25, Professional Educators and Child Care Staff;

(c) provide for procedures for the prompt disposition of all matters in dispute between the parties.

ARTICLE L2 - <u>RECOGNITION</u>

L2.01 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 of its permanent full time, permanent part time, term and summer employees engaged in the Ottawa-Carleton District School Board's English as a Second Language (ESL) Program, Language Instruction for Newcomers to Canada (LINC) program, Literacy and Basic Skills (LBS) program, and the Early ON Child and Family Centres ("Early ON") in the following positions:

Instructors;
Instructor Assistants;
Support/Lead Instructors;
Child Care Supervisors;
Assistant Child Care Supervisors;
Child Care Assistants; and
Program Facilitators.

L2.02 The Employer recognizes the right of the O.S.S.T.F. to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

L2.03 The O.S.S.T.F. 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.

L2.04 (a) In the event that the Employer creates a new position within the bargaining unit, 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.

(b) Prior to the implementation of a new position within the Bargaining Unit the Employer shall first consult the Union at the Labour Management Committee.

ARTICLE L3 - TERM OF AGREEMENT

L3.01 This agreement shall be in effect from 1 September 2019 and shall remain in effect until 31 August 2022, and shall remain in force and effect thereafter pursuant to the Ontario Labour Relations Act.

L3.02 If either party gives notice of its desire to renew the Agreement in accordance with Article 3.01, 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 Ontario Labour Relations Act.

L3.03 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.

ARTICLE L4 - DEFINITIONS

L4.01 In this Agreement:

(a) "Employee" means any or all of the employees in the Bargaining Unit as provided in Article L2 - Recognition;

(b) "Employer" or "Board" means the Ottawa-Carleton District School Board;

(c) "Union" or "Federation" means the Ontario Secondary School Teachers' Federation;

(d) "Bargaining Unit" means the Professional Educators and Child Care Staff of O.S.S.T.F., District 25, Ottawa-Carleton.

L4.02 A full-time employee is defined as one who works thirty (30) hours per week.

Program Facilitators work twenty-five (25) hours per week, forty-four (44) weeks per year.

L4.03 Term employee shall mean an employee who is hired for a consecutive period of time of at least five months or one program semester, whichever is less. Where a leave of absence is extended beyond the original period, the term assignment may be extended to accommodate the entire leave period.

Where work assignments extend or accumulate to at least five consecutive months or one program semester whichever is less, the person in that assignment/assignments shall be considered a Term Employee from that point forward with all the relevant articles applying.

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

Purpose
Recognition
Term of Agreement
Definitions
Strike and Lockout
Management Rights
Union Security
Union Rights
No Discrimination
Discipline and Discharge
Salary
Overtime
Injury on Duty Leave
Request for Independent Medical Examination
Pregnancy/Parental/Adoption Leaves
Job Postings and Transfers
Resignation of Employment
Special Projects
Local Grievance/Arbitration Procedure
Health and Safety
Human Resources Files
General
Family Medical Leave
Employee Accommodation
Criminal Background Checks
Pay Equity
Breaks

Summer Employee does not include casual workers brought in as replacements for less than a full summer assignment/session.

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

Purpose
Recognition
Term of the Agreement
Definitions
Strike and Lockout
Management Rights
Union Security
Union Rights
No Discrimination
Discipline and Discharge
Salary
Overtime
Injury on Duty Leave
Request for Independent Medical Examination
Pregnancy/Parental/Adoption Leaves
Resignation of Employment
Local Grievance/Arbitration Procedure
Health and Safety
Human Resource Files
Job Postings and Transfers (Article L24.14 only)
General
Family Medical Leave
Employee Accommodation
Criminal Background Checks
Pay Equity
Breaks

ARTICLE L5 – NO STRIKES OR LOCK-OUTS

L5.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the Ontario Labour Relations Act.

L5.02 In the event of a strike by other employees of the Board, the parties agree that:

i) the Employer shall notify the President of the Professional Educators and Child Care Staff Bargaining Unit immediately when the situation is evident;

ii) a consultative committee comprised of two representatives of the Bargaining Unit and two representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to members of the Bargaining Unit.

Specifically the committee will address the following issues:

i) the health, safety and duties of Bargaining Unit members during the strike;

ii) other strike related issues which may affect members of the Bargaining Unit.

L5.03 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 L6 - MANAGEMENT RIGHTS

L6.01 The Union recognizes that all management rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement. Without limiting the foregoing, the Union acknowledges that it is the exclusive function of the Employer to hire, promote, layoff, demote, transfer, suspend, discipline, or discharge for just cause any employee, subject to the right of the employee to submit a grievance.

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 O.S.S.T.F. 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. O.S.S.T.F. shall notify the Employer of the O.S.S.T.F. 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 The O.S.S.T.F. dues deducted in Article L7.02 shall be remitted to the Union, c/o The Treasurer, O.S.S.T.F., 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) day of the month following the month in which the deductions were made.

L7.04 The Employer shall deduct a local levy from the salary payments made to employees. The Bargaining Unit shall notify the Employer of the Bargaining Unit local levy owing.

The Union agrees to provide the Employer with at least four weeks' notice in writing of its desire to alter the amount of such dues. Such amount shall be a fixed amount that will be deducted from each pay.

L7.05 All local levy deducted in Article L7.04 shall be remitted to the Union, c/o The Treasurer of O.S.S.T.F. District 25, no later than the fifteenth (15th) day of the month following the month in which the deductions were made.

L7.06 For the purposes of remitting fees in accordance with Articles L7.02 and L7.03 the Employer shall provide the Union with the employee's name, work location, pay period, salary, and amount of dues deducted. An electronic copy of the dues submission list made to O.S.S.T.F. shall be forwarded to the President of the Bargaining Unit.

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 RIGHTS

L8.01 The Employer shall provide bulletin boards in each OCDSB work location for posting notices of interest to Bargaining Unit members.

L8.02 The Employer shall ensure that this Agreement will be available on its internal electronic mail system. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.

Notwithstanding the above, the Board will provide each new employee at the time of hiring, with a hard copy of the collective agreement. The parties shall share equally the cost of printing and distribution.

L8.03 The President of the Bargaining Unit shall notify the Employer of the names of its elected and appointed representatives.

L8.04 (a) The Employer will provide the Bargaining Unit with a copy of the notification of employment for each new hire including the employee's name, job category, and job location.

(b) The Employer shall provide to the Union the following information regarding its members: layoff notices, appointments, promotions, retirements, resignations, recall notices.

Where available, all such notifications shall be sent electronically to the Bargaining Unit.

(c) The Employer will provide electronic access to the new Bargaining Unit President in order that they may access the following information about their members:

- Names;
- Positions;
- Worksite location;
- Status (e.g. permanent, full-time, part-time, term, summer); and
- Leave status, if applicable.

L8.05 Any official correspondence from the Employer to the Bargaining Unit shall be sent to the President of the Bargaining Unit, unless otherwise stated in the agreement.

L8.06 Any official correspondence from the Union/Bargaining Unit to the Employer shall be sent to the Manager of Human Resources unless otherwise stated in this agreement.

ARTICLE L9 - NEGOTIATING COMMITTEE

L9.01 The Employer will recognize a Union Negotiating Committee, consisting of not more than six (6) members of the Union for the purpose of conducting negotiations with the representatives of the Employer, provided that the Union may, from time to time, substitute on the Negotiating Committee.

L9.02 Members of the Union 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 Union Negotiating Committee for regular hours spent in negotiating meetings between the parties to the extent that they shall suffer no loss of regular earnings.

L9.03 The Bargaining Unit agrees to reimburse the Employer for the full amount of all salary and benefits allowance to additional members of the Bargaining Unit Negotiating Committee for days spent in negotiations.

L9.04 Members of the Union's Negotiating Committee shall inform the appropriate supervisor five (5) days in advance of absences owing to negotiations.

ARTICLE L10 - LABOUR MANAGEMENT COMMITTEE

L10.01 The parties agree to establish a Labour Management Committee, consisting of up to three (3) members of the Bargaining Unit, and up to three (3) representatives of the Employer, for the purpose of improving communications between the parties to the Agreement and discussing matters of mutual concern.

Additional resource people may be invited to attend to deal with the specific subject matters under discussion. Each party shall bear the cost, if any, associated with the attendance of its own resource people.

L10.02 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.

L10.03 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.

L10.04 An employee who is a representative of the Labour Management Committee shall be treated in all respects as if actively at work.

ARTICLE L11 - UNION LEAVE

L11.01 The Employer shall grant leave with pay to a maximum of thirty (30) working days per school year, and no one individual to take more than six (6) days, upon written request by the Union, to employees in the Bargaining Unit to attend to Union business. Such leave must be approved by the President of the Bargaining Unit and submitted to the Manager of Human Resources and the appropriate supervisor at least three (3) days in advance of absences owing to Union leave. The Union agrees to reimburse the Employer for the full amount of salary and benefits allowance paid for leave for Union business.

L11.02 It is understood by the parties that it may be necessary for the Bargaining Unit President to take additional days leave over and above the predetermined arrangements. Notification of such leave days shall be made to the Board in the same manner as that outlined in L11.01 above.

L11.03 Local

At the request of the Bargaining Unit, the Employer shall arrange to pay the President of the Bargaining Unit full or half time release for Union business. The request must be for a school year and a consistent portion of each day or a consistent day each week and shall be submitted at least thirty (30) days prior to the beginning of the leave. The parties may mutually agree to waive the thirty (30) day requirement.

The Union agrees to reimburse the Employer for the full amount of all salary and benefits allowance paid for such leave.

L11.04 Provincial

At the request of the Bargaining Unit, the Employer shall arrange to pay a member who is elected to a position on the Executive of the Provincial O.S.S.T.F. The Union agrees to reimburse the Employer for the full amount of all salary and benefits allowance paid for such leave.

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.

L11.05 Subject to Article L25 - Layoff and Recall, at the end of the period of leave granted in L11.03 and L11.04, the member shall return to the same position, at the same location, held prior to the leave, if it still exists, or to a similar position.

L11.06 Requests for leaves in accordance with this article, shall be provided in writing to the Manager of Human Resources, with a copy to the immediate supervisor.

ARTICLE L12 - NO DISCRIMINATION

L12.01 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 reason of race, creed, colour, age, sex, gender expression, gender identity, marital status, family status, religion, nationality, ancestry, ethnic origin, place of origin, record of offences, disability, sexual orientation, political or religious affiliation, or by reason of participation or non-participation in the Union. If such terms appear in the Ontario Human Rights Code, their meaning shall be the same as in the Code.

ARTICLE L13 - PROBATIONARY PERIOD

L13.01 A newly hired employee shall be considered to be on probation for a period of six (6) consecutive months of employment.

L13.02 Where the probationary employee is discharged for non-disciplinary reasons, the Employer agrees to give one (1) week's notice, or pay in lieu, to the probationary employee.

L13.03 (a) Where a newly hired permanent employee has been employed in a term position in the same occupational classification for a minimum of three (3) months, but less than six (6) months in the twelve (12) month period prior to the date of permanent 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.

(b) Where a newly hired permanent employee has been employed in the same occupational classification for a minimum of six (6) months in the twelve (12) month period prior to the date of permanent hire, the period or periods of temporary employment shall accumulate for the purpose of reducing the probationary period by a maximum of three (3) months.

ARTICLE L14 - DISCIPLINE AND DISCHARGE

L14.01 No employee shall be 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.

L14.02 The Employer shall hold a meeting with the employee in order to discipline or discharge that employee. The employee and the Union shall be advised at least two (2) working days in advance of the scheduled meeting. For the purposes of notification to the Union, the Union acknowledges that such notification will be satisfied by either contacting the Bargaining Unit President at the telephone number provided by the Union, or by e-mail to the Bargaining Unit President.

L14.03 Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters which may lead to discipline or discharge of an employee, the employee shall be advised of their 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 all such meetings.

L14.04 A Union representative, requested by the member to attend such meeting in accordance with Article L14.02, shall request permission from the Supervisor, or person otherwise in charge when the Supervisor is not available, to leave the premises to attend the meeting. Such request shall not be unreasonably denied.

L14.05 In the event an employee is disciplined or discharged by the Employer, such notice of discipline or discharge shall be in writing to the employee concerned. Such notice shall set forth the reasons for such discipline or discharge.

L14.06 The Employer shall provide a copy of such discipline or discharge notice to the Union where the employee authorizes such release.

L14.07 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 ESA. 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 shall be notified, in advance, of their right to union representation at the meeting.

ARTICLE L15 - SALARY

L15.01 Salary

Employees will be paid according to the salary scale set out in Appendix "A" which forms an integral part of this Collective Agreement.

L15.02 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.

L15.03 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 for the period of active service with the Employer.

L15.04 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.

L15.05 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.

ARTICLE L16 – SCHEDULED HOURS

L16.01 An employee's regularly scheduled hours of work shall not be amended without prior consultation and reasonable prior notice. It is understood that in cases involving student safety or other unforeseen emergencies, advance notice and consultation may not be possible.

ARTICLE L17 - OVERTIME

L17.01 Definition

Overtime is defined as authorized work in accordance with the Employment Standards Act, 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.

L17.02 Application

Approval of the Principal of Continuing Education is required prior to any overtime work being worked by the employee. Except in extenuating circumstances, such approval shall be in writing.

Overtime shall be voluntary except in emergency situations where overtime is required to address a safety issue or legal obligation of the Employer.

L17.03 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 at the appropriate rate.

ARTICLE L18 - INJURY ON DUTY LEAVE

L18.01 An employee who is absent as a result of an injury incurred in the course of their normal duties shall be subject to the provisions of the Workplace Safety and Insurance Act.

ARTICLE L19 - LEAVES OF ABSENCE WITH PAY

L19.01 General Conditions

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

(a) Continuation of salary and benefits entitlements;
(b) Without deduction of sick leave credits;
(c) Without interruption of seniority or experience credit;
(d) An employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
(e) Upon request by the Superintendent or designate, acceptable evidence verifying the need for the absence will be provided by the employee.

L19.02 Religious Holy Days or Creed Based Days of Significance

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

L19.03 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 or designate from attending to their duties.

L19.04 Court Leave

Leave of absence with pay shall be granted to an employee who is required:

(a) to serve on a jury; or

(b) by subpoena or summons to attend as a witness in court or other legal proceedings to which the employee is not a party or one of the persons charged provided the employee pays to the Employer any fee, exclusive of traveling allowances or living expenses, that the employee receives.

L19.05 Other Leaves with Pay

Compassionate Leave is defined as up to three (3) work days in the same school year in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, grandparent, brother-in-law, sister-in-law, or a person in a direct in loco parentis relationship with whom the employee resides or resided.

Special Leave is defined as up to three (3) days for matters of urgent or essential personal business including a maximum of one day for the moving of personal effects, upon written request filed with the Principal of Continuing Education.

Additional leave without pay may be granted by the Principal of Continuing Education, or designate in exceptional circumstances.

L19.06 Sick Leave [see PART A, section C12.0]

An employee who is or will be, absent from duty as a result of their illness shall inform the Supervisor of ESL, LINC, and LBS programs or designate forthwith and, in any event, not later than the scheduled starting time of their daily assignment.

ARTICLE L20 - LEAVES OF ABSENCE WITHOUT PAY

L20.01 Leaves of Absence

After a new regular employee completes two (2) years continuous regular employment with the Employer, a leave of absence without pay for a minimum of one semester and of up to one (1) year may be granted to a regular employee. Such leave requests shall not be unreasonably denied. Employees wishing to take a leave of absence must submit a written request four (4) weeks in advance of the commencement date to the Manager of Human Resources, setting the dates of commencement of leave and return from leave. The term shall be determined by the employee's work assignment. At the discretion of the Employer, leaves of less than one term may be considered in exceptional circumstances.

L20.02 A leave of absence without pay shall be renewed for a second successive year upon the mutual agreement of the Employer and employee.

L20.03 Subject to the Layoff and Recall provisions of this agreement, an employee returning from a leave of absence without pay shall be reinstated to the position/ location held prior to the leave or to a comparable position if that position no longer exists.

L20.04 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.

ARTICLE L21 - PREGNANCY/PARENTAL/ADOPTION LEAVES

L21.01 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 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.

L21.02 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.

L21.03 Parental Leave

(a) An employee who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental leave without pay in accordance with the provisions of the Ontario Employment Standards Act.

(b) An employee who has been granted a pregnancy leave shall be granted parental leave in accordance with the provisions of the Ontario Employment Standards Act upon written request received at least two (2) weeks prior to the date the leave commences.

(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 in accordance with the provisions of the Ontario Employment Standards Act. The employee is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted.

(d) An employee may return to work prior to conclusion of the leave period provided the employee gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.

L21.04 General Provisions for Pregnancy or Parental Leave

(a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental/adoption leave.

(b) Seniority shall continue during any term of pregnancy or parental/adoption leave.

(c) The Employer agrees to continue to pay the Employer's portion of applicable pension premiums during the pregnancy or parental/adoption leave provided the employee agrees to pay the employee's portion of premiums by preauthorized debit.

Entitlement to benefits during the leave shall be determined by the terms and conditions of the Central Agreement and the Employee Life and Health Trust ("ELHT")

(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) Subject to the Layoff and Recall provisions of this Collective Agreement the Employer may not terminate an employee entitled to pregnancy or parental leave and the employee returning from pregnancy or parental leave shall return to their previous position if it exists, or a comparable position.

ARTICLE L22 - EXTENDED PARENTAL LEAVE

L22.01 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/adoption leave granted. The Employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin.

L22.02 Subject to the Layoff and Recall provisions of Article L25, an employee returning from leave shall return to her/his previous position/location if it exists, or a comparable position.

ARTICLE L23 - SENIORITY

L23.01 Seniority means the length of service with the Ottawa-Carleton District School Board or predecessor Boards from the date of the employee's most recent date of hire (other than as a result of a recall after layoff) in the Bargaining Unit.

L23.02 Seniority shall continue to accumulate during:

(a) any period of layoff during which the employee was entitled to be recalled;

(b) any period of absence caused by sickness or accident;

(c) any authorized leave of absence;

(d) any period of secondment to another organization authorized by the Employer; and

(e) any period of authorized union leave.

L23.03 For newly hired employees all ties shall be broken as follows:

(i) total years of employment with the Employer;

(ii) in the event there is still a tie, selection by lot as mutually agreed upon by the Employer and the Bargaining Unit. Such order ranking shall be the order on the seniority list from that date forward subject to Articles L23.02 and L23.07.

L23.04 Regular employees will be placed on the seniority list as of their first day of probation in the regular position.

L23.05 The Employer will maintain a seniority list showing each employee's name, the date on which the employee's seniority commenced, and the occupational classification. Such seniority shall be arranged from the most senior to the most junior. By 1 March of each year the Employer will revise the seniority list and post copies electronically of the revised list and will send a copy to the President of the Bargaining Unit. Complaints about the accuracy of a seniority list will be considered within twenty (20) working days of the date of such postings. If no complaint is received within that time, then the list is deemed to be accurate. Such complaints shall be forwarded to the Superintendent of Human Resources or designate, with a copy to the Bargaining Unit President.

L23.06 Employees employed on a part-time basis shall accumulate seniority on a full time basis.

L23.07 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) fails, after a layoff, to return to work within the designated number of days as per this agreement;
(iv) is no longer entitled to be recalled; or
(v) accepts a permanent position outside of the Bargaining Unit.

ARTICLE L24 - JOB POSTINGS AND TRANSFERS

L24.01 Where there is a vacancy in the Bargaining Unit, which the Employer intends to fill, the position shall be posted for at least seven (7) 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. A copy of each posting will be sent to the Bargaining Unit President.

Reference to posting in the article shall mean electronically.

L24.02 The posting shall invite applications from Bargaining Unit members and shall include and not be limited to the following information: job title, anticipated starting date, required qualifications, hours of work, wage or salary rate, work location, to whom applications are to be sent and the due date for such applications.

L24.03 A probationary employee or an employee who, prior to the job being posted, has been formally advised in writing by the Principal that their performance does not meet expected performance criteria and who has been placed under review shall not be eligible to apply to a job posting or a transfer.

L24.04 A position is vacant or deemed to be vacant and subject to this article when:

(a) the employee previously occupying it has resigned, retired, been dismissed, promoted, transferred, or demoted; or

(b) a new position has been established by the Employer; or

(c) there is a term position where the current employee requests and is granted a leave of absence for a period of at least 5 months, or one semester, whichever is less.

L24.05 Vacancies under this Article shall be filled in the following order:

(a) offer the position in order of seniority to members with a request for a lateral transfer; then
(b) offer the position, in order of seniority to members on the recall list, subject to Article L25 (Layoff and Recall); then
(c) in the event that positions are not filled in accordance with L24.05 (a) and (b), the vacancy will be posted and shall be filled in the following order:

(i) applications from all bargaining unit members; then
(ii) applications from term employees: then
(iii) casual and external candidates.

Notwithstanding the above, employees will be considered in accordance with L24.06 for a vacancy known to last a minimum of one (1) month if it represents an increase in hours and does not interrupt their current assignment. Such employee shall be required to notify Human

Resources of their interest in such assignments. Where the vacancy extends beyond 6 months, the Employer will not be required to post the assignment.

An employee shall inform Human Resources, in writing, when they no longer want to be considered for such assignments.

L24.06 The Employer shall fill positions on the basis of knowledge, skill, ability and qualifications. Where knowledge, skill, ability and qualifications are relatively equal, as determined by the Employer in Article L24.07, the candidate with the most seniority shall be selected.

L24.07 All applicants for posted positions shall be subject to identical selection and evaluation procedures.

L24.08 An employee shall be de-briefed by a member of the Selection Committee upon request of the employee.

L24.09 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 candidates who were interviewed for the competition.

L24.10 In order to implement the staffing provisions, the Employer may place a casual employee in a vacant or newly created position pending the staffing of the position in accordance with this Article.

L24.11 Where an employee accepts a term position, in accordance with this article, they will not be eligible to commence a subsequent term assignment until the original assignment has been completed unless otherwise mutually agreed.

L24.12 An employee wishing to request a change in assignment within a site shall complete a PECCS assignment change request annually. Such requests will be submitted to Management. The approval of a request to change an assignment within a site shall be entirely at the discretion of Management.

L24.13 Lateral Transfers

An employee wishing to request a lateral transfer shall complete the Employer's "PECCS Lateral Transfer Request and Additional Hours Request" form by May 1st of each year for the fall staffing process. Such requests shall be submitted to the Human Resources Department with a copy to the Bargaining Unit President. The form shall be used during the staffing process for the fall, and to be used in filling vacancies as outlined in 24.05, for the period up to and including the last worked day of the following year. Once an employee has received one lateral transfer, they shall not be entitled to a further lateral transfer during the application period.

It is understood that an employee shall have one right of refusal. Failure to accept a second offer shall result in the removal of the employee's name from the annual transfer list.

Summer School

L24.14

(a) A separate seniority list for summer school will continue to be maintained in accordance with L23.05.

(b) Employees who held a position in summer school the previous year shall be entitled to remain in a summer school position the following year, subject to the availability of positions.

The employee may take a leave without pay for one summer assignment after working two (2) consecutive summer assignments without losing their place on the summer seniority list. When a leave is granted the replacement shall not be placed on the summer seniority list.

In the event of a reduction in summer school positions, employees will be offered summer school positions in order of summer school seniority.

(c) In the event of a vacancy in a summer school position, the position shall be filled in accordance with Article 24.06 in the following order:

i) Current regular employees who lost a summer school assignment due to a reduction in positions within the previous two (2) summer sessions;
ii) Other Regular employees;
iii) Term employees;
iv) Casual and external candidates.

L24.15 Notwithstanding the above, the two (2) longer term summer school employees shall be entitled to continue in their summer school assignments. At such time as these incumbents relinquish their position, the position shall be filled in accordance with Article L24.14(c).

L24.16 A regular employee who holds a position at summer school shall be paid their regular rate of pay when working in summer school.

ARTICLE L25 - LAYOFF AND RECALL

L25.01 In the event of a reduction in the number of positions and/or hours of work, the Employer agrees that employees affected by such reduction will be redeployed as outlined in this Article.

L25.02 Employees identified under Article L25.01 will be placed on a Redeployment List in order of seniority.

L25.03 Employees who are placed on the redeployment list, in accordance with this article will be placed, in order of seniority, into existing vacancies as defined by Article L24.04 for which they are qualified, and the hours are equal to or less than the pre-displacement hours. An employee to be displaced into an existing vacancy or vacancies shall be given the choice of all available vacancies for which they are qualified.

L25.04 The following process shall apply to employees who remain on the Redeployment List once all vacancies have been filled:

(a) The employee with the greatest Board-wide seniority will displace, within their current worksite, the most junior employee holding a position for which they are qualified, and whose assignment hours are equal to or less than the pre-displacement hours of the affected employee's assignment; and if such does not exist;

(b) The employee with the greatest Board-wide seniority, will displace the most junior employee in the OCDSB in a position for which they are qualified, whose assignment hours are equal to or less than the pre-displacement hours of the affected employee's assignment.

(c) To maintain pre-displacement hours, an employee may select a combination of assignments in accordance with (a) and/or (b) above.

Each displaced employee under Article L25.04 (a) will be added to the redeployment list in order of seniority.

L25.05 An employee who does not choose to follow the procedures in Articles L25.03 or L25.04 shall have the right to request, in writing, to be placed directly on the recall list.

L25.06 (a) In all cases of recall after layoff, employees shall be recalled in accordance with their seniority ranking provided they have the qualifications to perform the jobs available.

(b) An employee who is laid off shall retain right of recall for a maximum period as follows:

Period of Months of Recall	Length of Employment
12	Up to two (2) years
24	Two (2) to five (5) years
36	Over five (5) years

(c) An employee who is recalled, in accordance with this article, shall be reinstated as though there had been no interruption in seniority.

L25.07 An employee who is given notice of layoff may, in writing, waive the right of recall and receive a severance allowance in accordance with the Employment Standards Act.

L25.08 An employee who is subject to layoff or who is on recall, refuses an offer of employment of equal employment status for which they are qualified, the Employer shall have no further obligation to the employee under this Collective Agreement and the laid-off employee shall receive any severance payment to which they would normally be entitled in accordance with the Employment Standards Act.

L25.09 All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.

L25.10 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) 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 they would normally be entitled in accordance with the Employment Standards Act.

L25.11 Where, in accordance with this article, an employee is displaced into a position with fewer hours, the employee will, in accordance to Article L25.06, retain recall rights to a position or positions with the same number of hours the employee held prior to being displaced.

L25.12 An employee on the recall list, who is qualified for and makes himself/herself available for term assignments, shall be offered such assignments, prior to posting the position.

L25.13 Those persons not recalled by the end of the recall period shall receive any severance payment to which they would normally be entitled in accordance with the Employment Standards Act.

L25.14 An employee who is offered a term position will not lose recall rights. The employee's recall period shall be extended by the period of the term assignment.

L25.15 The employer agrees to notify the President of the Bargaining Unit of the names, positions and work locations of all employees either being laid off or recalled. An electronic copy of the list shall be sent to the Bargaining Unit President at the end of each semester.

ARTICLE L26 - RESIGNATION OF EMPLOYMENT

L26.01 Employees who resign their employment on a voluntary basis are required to give notice of resignation in writing at least two (2) weeks in advance of their last day of work.

ARTICLE L27 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

L27.01 Where a member of the Bargaining Unit successfully applies for a term position outside the Bargaining Unit, the Employer shall notify the Bargaining Unit of the employee's name and the date that the employee will commence duties in the new position.

L27.02 A member of the Bargaining Unit who accepts a term position outside the Bargaining Unit with the Employer, for a maximum period of ten (10) months, shall have the right of return to their former position if it exists subject to the layoff and recall provisions. Such member shall continue to accumulate seniority while in the term assignment.

L27.03 In the event a member of the Bargaining Unit accepts a term position in a union-exempt position, for a maximum period of ten (10) months, all terms and conditions of the union-exempt position shall apply to the member. The member will be required to continue to pay union dues during the term assignment.

L27.04 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, they shall not have a right of return to a Bargaining Unit position.

ARTICLE L28 - LOCAL GRIEVANCE/ARBITRATION PROCEDURE

L28.01 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.

L28.02 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 purposes of this Article, the definition of day shall be the normal days worked by a member exclusive of Saturdays, Sundays and Recognized Paid Holidays. Days during the month of July and August shall not count as work days for ten-month employees.

L28.03 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.

L28.04 A grievance dealing with the dismissal of an employee, subject to Article L14 (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.

L28.05 Individual Grievance

Step 1

A grievance(s) must be submitted in writing on the standard grievance form, signed by the President, to the Superintendent of Human Resources or designate within twenty-five (25) 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, the remedy(ies) or relief being sought.

The Superintendent or designate shall respond to the grievance in writing within ten (10) days of the receipt of the grievance.

L28.06 Step 2

Failing settlement at Step 1, the grievance may be submitted 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 five (5) days of the meeting.

L28.07 Step 3

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

L28.08 Policy Grievance

The Union 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 within twenty-five (25) 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.

A policy grievance shall proceed directly to Step 2 to the Union or the Director of Education, as applicable.

L28.09 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to attempt to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator.

The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L28.10 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 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.

L28.11 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.

L28.12 No person shall be appointed to a Board of Arbitration who has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this Collective Agreement.

L28.13 The 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.

L28.14 The parties may, by mutual agreement, refer a grievance to a single arbitrator to act in place of and with the powers of an Arbitration Board. In the event the parties cannot agree on the selection of the single arbitrator, the parties will submit a joint request to the Ministry of Labour to make an appointment. In this case the parties shall be equally responsible to pay the fees and expenses of the single arbitrator. No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance without the consent of both parties.

L28.15 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties, with respect to the processing of a particular grievance.

(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) A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

ARTICLE L29 - <u>HEALTH AND SAFETY</u>

L29.01 It is mutually agreed that both parties will cooperate in the prevention of accidents, and with such promotion to safety and health as is deemed necessary and will endeavor to inform themselves of safety regulations.

L29.02 Safety equipment and safety clothing required by the Employer to be worn or used by employees in the performance of their duties shall be provided and maintained by the Employer.

L29.03 Where a Bargaining Unit member who serves on the Joint Occupational Health and Safety Committee has the approval of the Superintendent with responsibility for Continuing Education, or designate, to be absent from work to perform assigned duties required by the <u>Occupational Health and Safety Act</u>, a replacement shall be hired by the Employer.

L29.04 The parties recognize that the Joint Occupational Health and Safety Committee, as established by the Employer, are governed by the Occupational Health and Safety Act and Regulations.
The parties further recognize the Professional Educators and Child Care Staff Bargaining Unit representation on this committee.

While alleged violations of the legislation will not be grievable, the parties will cooperate to facilitate any required corrective measures as provided for by the Act.

ARTICLE L30 - HUMAN RESOURCES FILES

L30.01 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.

L30.02 An employee shall receive a copy of any documentation placed in her/his Human Resources file which may raise an issue of concern with respect to performance or be detrimental to the employee.

L30.03 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.

L30.04 Information in an employee's Human Resources file shall be treated as confidential. Access to and the disclosure of any personal information on an employee shall be governed by the provisions of the Ontario Municipal Freedom of Information and Protection of Privacy Act.

L30.05 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.

L30.06 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.

30.07 Upon the employee's request, the Employer shall remove any letters of a disciplinary nature 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.

ARTICLE L31 - GENERAL

L31.01 Harassment

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.

L31.02 Inclement Weather

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.

L31.03 Travel and Compensation

Employees who are authorized to use their own vehicles on Employer business shall be paid an allowance at the Board-wide rate per kilometer.

L31.04 Letters of Agreement and Letters of Understanding attached shall form a part of this Collective Agreement.

ARTICLE L32 - FAMILY MEDICAL LEAVE

L32.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to twenty-eight (28) weeks.

Entitlement to Leave

(a) An employee is entitled to a leave of absence without pay of up to twenty-eight (28) weeks to provide care or support to an individual described in L32.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

(b) Article L32.01 (a) applies in respect to family members as defined in the Employment Standards Act, 2000.

(c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in L32.01 (a) begins.

(d) The employee may not remain on a leave under this section after the earlier of the following dates:

(i) The last day of the week in which the individual in L32.01 (b) dies;

(ii) The last day of the 52 week period starting on the first day of the week in which the period referred to in L32.01 (a) ends.

(e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.

(f) An employee may take a leave under this article only in periods of entire weeks.

(g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight weeks during the period referred to in L32.01 (a) that applies to the first certificate issued.

(h) An employee who wishes to take leave under this article shall advise the Employer, in writing, that he or she will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.

(i) If requested by the Employer, the employee shall provide the Employer with a copy of the certificate referred to in L32.01 (a).

(j) If an employee takes a further leave, in the event death did not occur within the 52 weeks, the Employer may request a copy of the required certificate as provided for under this legislation.

L32.02 General Provisions for Family Medical Leave

(a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave.

(b) Seniority shall continue during any term of Family Medical Leave.

(c) The Employer agrees to continue to pay the Employer's portion of applicable pension premiums during the Family Medical Leave provided the employee agrees to pay the employee's portion of pension premiums by pre-authorized debit.

Entitlement to benefits during the period of the leave shall be determined by the terms and conditions of the Central Agreement and the Employee Life and Health Trust ("ELHT")

(d) Subject to the Layoff and Recall provisions of Article L25 the Employee shall return to their previous position, if it exists, or a comparable position.

(e) The period of an employee's leave shall not be included in determining whether they have completed the probationary period under Article L13.

ARTICLE L33 - EMPLOYEE ACCOMMODATION

L33.01 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.

L33.02 Where the Employer convenes a return to work or accommodation meeting, the employee shall have the right to union representation at the meeting and will be advised of the right in advance of the meeting.

ARTICLE L34 - CRIMINAL BACKGROUND CHECKS

L34.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

L34.02 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.

L34.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

ARTICLE L35 – INDEPENDENT MEDICAL EXAMINATION

L35.01 Where the Employer requires that an employee participate in an Independent Medical Examination, the Employer will consult with the Union with respect to the choice of medical practitioner in advance. 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 L36 – SPECIAL PROJECTS

L36.01 Applications for Special Projects assignments in the area of ESL/LBS/LINC shall be considered on the basis of knowledge, skills, and ability in the following order:

i) Applications from bargaining unit members with regular status;

ii) Applications from bargaining unit members with term status;

iii) Casual and external candidates.

L36.02 Where a member of the Bargaining Unit accepts a "special project" assignment in the area of ESL/LBS/LINC, the Employer shall notify the Bargaining Unit President of the member's name and the date that the member will commence duties in the assignment.

Where a member of the Bargaining Unit accepts such an assignment and the assignment interrupts their regular position, the member shall have the right of seniority accumulation and right of return to their former position (subject to Article L25, Layoff and Recall) within the Bargaining Unit provided the assignment does not exceed twelve (12) months in duration. Notwithstanding the foregoing, the assignment may be extended by up to an additional twelve (12) months with the agreement of the Employer, Bargaining Unit and the member. The member shall be required to continue to pay union dues during such an assignment.

<u>ARTICLE L37 – PAY EQUITY</u>

L37.01 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.

<u>ARTICLE L38 – BREAKS</u>

L38.01In accordance with the <u>Employment Standards Act</u>, employees who work at least five (5) consecutive hours during the workday are entitled to a 30 minute continuous unpaid break.

SALARY SCHEDULE

ESL / LINC / LBS Instructor Salary Rates (Hourly)

	Effective Sept. 1, 2019	Effective Sept. 1, 2020	Effective Sept. 1, 2021
Step I	$31.07	$31.38	$31.69
Step II	$35.13	$35.48	$35.83
Step III	$40.28	$40.68	$41.09

Note: Vacation Pay of 4% and Statutory Holiday Pay of 3.4% are not included in above rates

LBS Instructor Assistant (Adaptive Learning) Salary Rates (Hourly)

	Effective Sept. 1, 2019	Effective Sept. 1, 2020	Effective Sept. 1, 2021
Step I	$18.36	$18.54	$18.73
Step II	$19.31	$19.50	$19.70
Step III	$20.26	$20.46	$20.66
Step IV	$21.18	$21.39	$21.60

Note: Vacation Pay of 4% and Statutory Holiday Pay of 3.4% are not included in above rates

Child Care Salary Rates (Hourly)

	Effective Sept. 1, 2019	Effective Sept. 1, 2020	Effective Sept. 1, 2021
Child Care Supervisor	$25.67	$25.93	$26.19
Ass't Child Care Supervisor	$19.31	$19.50	$19.70
Child Care Assistant	$15.54	$15.70	$15.86

Note: Vacation Pay of 4% and Statutory Holiday Pay of 3.4% are not included in above rates

Program Facilitators (Hourly)

	Effective Sept. 1, 2019	Effective Sept. 1, 2020	Effective Sept. 1, 2021
Step I	$25.27	$25.52	$25.78
Step II	$27.36	$27.63	$27.91
Step III	$29.72	$30.02	$30.32

Note: Vacation Pay of 4% and Statutory Holiday Pay of 3.4% are not included in above rates

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS 23rd DAY OF November 2021.

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

D. Lynn Scott

Lynn Scott
Chair of the Board

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

Richard Sinclair
Manager of Legal Services/Labour Relations

Laura Scott

Laura Scott
Labour Relations Officer

A. McKillop-Ostrom

Anne McKillop-Ostrom
Principal, Continuing Education

Shirley Graham

Shirley Graham
Continuing Education Officer

Julie Cyr
Manager, Early Learning Program

Melissa Coady
Human Resources Officer

Natasha Flowersmith
Human Resources Officer

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Professional Educators and Child Care Staff

Corinne Lassaline

Corinne Lassaline
President, O.S.S.T.F. - PECCS

Alison Trusty
Chief Negotiator

D. McCargar

Diane McCargar
Member, Collective Bargaining Committee

Anna Kyriakakis

Anna Kyriakakis
Member, Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Professional Educators and Child Care Staff

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

PREPARATION TIME

1) Effective 1 September 2009, ESL, LINC and Support Instructors who are fully assigned shall be entitled to twelve (12) minutes of preparation time per day.

2) In addition to the preparation time provided for in 1), effective 1 September 2016, ESL, LINC and Support Instructors who are fully assigned shall be entitled to ten (10) minutes of preparation time per day, which shall be taken from the existing instructional hours. The parties understand that the operationalization of this provision shall be at the discretion of the Employer, and may change from year to year.

3) Preparation time shall be prorated for LBS Instructors, part-time, summer and night school assignments.

Signed in the City of Ottawa this 23 day of Nov., 2021.

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

Lynn Scott
Chair of the Board

Director of Education/Secretary of the Board

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Professional Educators and Child Care Staff

Connie Loissalle
President, O.S.S.T.F. - PECCS

Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Professional Educators and Child Care Staff

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

PROBATIONARY EMPLOYEE PROGRESS REPORT

During the life of the collective agreement, the Employer will develop and implement a probationary employee progress report (checklist). It is the intent that the checklist would be completed by the hiring supervisor/manager and reviewed with the 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 may not be relied upon by either party as a determinative with respect to the outcome of the probationary period.

The progress report is neither grievable nor arbitrable.

Signed in the City of Ottawa this 23 day of NN, 2021.

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

Lynn Scott
Chair of the Board

Director of Education/Secretary of the Board

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Professional Educators and Child Care Staff

President, O.S.S.T.F. - PECCS

Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Professional Educators and Child Care Staff

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

JOB MARKET/SALARY STUDY – POSITION OF CHILD CARE ASSISTANT

The Employer agrees to conduct a job market/salary study for the purposes of comparing the total compensation of the Bargaining Unit position of Child Care Assistant with relevant internal and external childcare job comparators (the "Study").

The purpose of the Study is to determine whether there is any wage disparity as between the relevant comparators and the Child Care Assistant position, in terms of total compensation.

(a) As part of the Study, the Employer will review the following with respect to the internal and external comparators and the Child Care Assistant position:

- Salary (including the use of the step grids where applicable),
- Benefits (including group benefits, paid vacation, paid sick leave, other paid leaves, pension);
- Job responsibilities, duties, required certifications and qualifications; and
- Working conditions (including hours of work, health and safety risks).

(b) The Employer shall make every reasonable effort to complete the Study by December 31, 2021.

(c) The parties shall meet within thirty (30) calendar days of the completion of the Study to review the results and to discuss any relevant next steps, including whether the lack of a multi-step wage grid exacerbates any wage disparity (should it be identified in the Study).

Pay Equity

The parties agree that the Study is not a job evaluation as contemplated by the *Pay Equity Act*. The parties further agree the Study is without prejudice to any Pay Equity job evaluation processes, or comparisons, and shall not be relied upon or used as part of any Pay Equity process, complaint, or review, or relied upon for the purposes of the creation of a pay equity plan.

Signed in the City of Ottawa this 23 day of Nov, 2021.

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

Chair of the Board

Director of Education/Secretary of the Board

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Professional Educators and Child Care Staff

President, O.S.S.T.F. - PECCS

Chief Negotiator