



Professional Student
Services Personnel

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA CARLETON DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 25

PROFESSIONAL STUDENT SERVICES PERSONNEL UNIT

Effective 1 September 2019 to 31 August 2022

GENERAL INFORMATION OF INTEREST TO
PROFESSIONAL STUDENT SERVICES PERSONNEL

Enquiries related to **OCDSB**:

Human Resources (Administrative and Support)	(613) 721-1820 (ext. 8329)
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Payroll Administrator	(ext. 8369)
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Enquiries related to **OSSTF**:

Unit President	Susan Hoy	(613)729-7211
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District 25 Office	9 Corvus Court, Ottawa, Ontario K2E 7Z4	(613)729-7211
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Provincial Office	49 Mobile Drive Toronto, Ontario M4A 2P3	1-800-267-7867
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Enquiries related to **Pension Benefits**:

Ontario Municipal Employees' Retirement System (OMERS)	Suite 900 100 Adelaide St. W. Toronto, Ontario M5H 0E2	1-800-387-0813 (416) 369-2400
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Ontario Teachers' Pension Plan	400-5650 Yonge St. North York, Ontario M2M 4H5	1-800-668-0105
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PART A

**TERMS NEGOTIATED CENTRALLY
BETWEEN**

**COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)
AND**

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

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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 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 STLDL shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDL, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDL days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. Where an employee is accessing STLDL, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDL days from the previous school year's allocation.

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

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

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

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

- i. Employees accessing STLDL will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDL.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.

- 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: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

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

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

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

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

Please check one:

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

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

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

First Day of Absence:

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

Date of Assessment:

dd mm yyyy

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

PHYSICAL (if applicable)

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

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

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

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			
Completing Health Care Professional Name: (Please Print)			
Date:			
Telephone Number:			
Fax Number:			
Signature:			

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Benefits

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

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

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

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

1.0.0 GOVERNANCE

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

1.2.0 The parties confirm their intention to do the following:

- a) Provide education workers access to the same plan as that of the teacher's plan.
- b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

2.0.0 ELIGIBILITY and COVERAGE

- 2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:
 - 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
 - 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 2.1.4 No individuals who retire after the Board Participation Date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

- 3.1.1 The Government of Ontario will provide:
 - d. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - e. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.
- 3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly

statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- 3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

3.2.0 On-Going Funding

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

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

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

provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

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

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

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

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

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

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

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

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

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

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

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

3. Short Term Paid Leaves

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. For clarity, those boards that had five (5) or less shall remain at that level. Boards that had five (5) or more days shall be capped at

five (5) days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

4. Retirement Gratuities

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

5. Long Term Disability (LTD)

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

PART B

**TERMS NEGOTIATED LOCALLY
BETWEEN**

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

AND

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
PROFESSIONAL STUDENT SERVICES PERSONNEL (PSSP)**

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PART B

DISTRICT 25 – PSSP LOCAL COLLECTIVE AGREEMENT PROVISIONS

ARTICLE L1 - PURPOSE

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

- (a) set forth within this agreement terms and conditions of employment together with rates of pay, benefits, working conditions and other related provisions mutually agreed upon by the parties;
- (b) establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF), District 25, Professional Student Services Personnel Bargaining Unit;
- (c) provide for procedures for the prompt disposition of all matters in dispute between the parties.

L1.02 Where reference indicating gender is used throughout this agreement, other genders shall be equally included.

ARTICLE L2 - RECOGNITION

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 its employees engaged as Aural Habilitationists, Board Certified Behaviour Analysts, Communicative Disorders Assistants, Mental Health Workers, Occupational Therapists, Orientation and Mobility Specialist, Physiotherapists, Psychoeducational Consultants, Psychological Associates, Psychologists, Psychometrists, Social Workers, and Speech-Language Pathologists, save and except:

- (a) supervisors and persons above the rank of supervisor; or
- (b) persons for whom any trade union held bargaining rights established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; or
- (c) persons who require a supervised internship for the purposes of meeting degree requirements.

L2.02 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.

L2.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this collective agreement.

L2.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this collective agreement.

ARTICLE 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 from year to year thereafter, unless either party notifies the other party in writing, as to its desire to renew the Agreement with or without modification, pursuant to the Ontario Labour Relations Act, 1995.

L3.02 Notwithstanding the period of notice cited in Article L3.01, either party may notify the other, in writing within the period commencing one hundred and twenty (120) calendar days prior to the expiration date, that it desires to renew the Agreement with or without modification, in accordance with the Labour Relations Act, 1995.

L3.03 If either party gives notice of its desire to renew the Agreement in accordance with Article L3.01 or Article L3.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the agreement in accordance with the Labour Relations Act, 1995.

L3.04 Amendments to the terms and conditions contained in the agreement during its term shall be made in writing and only by mutual consent of the Employer and the Bargaining Unit.

L3.05 Where legislative changes are made which directly affect any provisions of this agreement, either party may give notice to the other party requesting a meeting of the negotiating teams to address the matters. This meeting to resolve legislative changes shall be held within thirty (30) calendar days unless the parties mutually agree to extend the timeline.

ARTICLE 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 Student Services Personnel of OSSTF, District 25, Ottawa-Carleton.
- (e) "Regular Employee" has the same meaning as "permanent employee".

L4.02 "Casual Employee" means a person employed on an intermittent basis as required or on a regularly scheduled basis for a period of:

- (a) less than thirty (30) continuous working days on a full-time basis in the same assignment; or
- (b) regularly scheduled in the same assignment on a part-time basis for a continuous period of six (6) weeks or less.
- (i) Casual employees shall be covered by the following provisions of this Agreement:
 - Union Security (Article L8)
 - Salary Schedule (Appendix A)

L4.03 "Term Employee" means a person employed to replace an absent employee or complete a special project:

- on a full-time basis for a period greater than thirty (30) continuous working days in the same assignment, or
- on a regularly scheduled part-time basis for a period of greater than six (6) weeks in the same assignment(s), subject to the following:
 - (i) Term employees hired for a period of thirty (30) to less than sixty (60) continuous working days shall be covered by the following provisions of this Agreement:
 - Union Security (Article L8)
 - Salary (except Article L17.07)
 - Local Grievance/Arbitration Procedure (Article L28)
 - Salary Schedule (Appendix A)
 - Sick leave in accordance with the terms and conditions of the Central Agreement.
 - (ii) Term employees hired for a period of sixty (60) continuous working days or more, on a less than half-time basis, shall be covered by the following provisions of this Agreement:
 - Union Security (Article L8)
 - Salary (except Article L17.07)
 - Local Grievance/Arbitration Procedure (Article L28)
 - Salary Schedule (Appendix A)
 - Sick leave in accordance with the terms and conditions of the Central Agreement.
 - (iii) Term Employees hired for a period of sixty (60) continuous working days or more, on a half-time or greater basis, shall be entitled to all rights and privileges set out in this Agreement excluding the following:
 - Seniority (Article L20)
 - Lay-Off and Recall (Article L21)

L4.04 Notwithstanding Article L4.03, Term Employees:

- (a) who are subsequently hired to fill a vacancy without a break in service and who complete their Probationary period satisfactorily will have seniority recognized for their most recent continuous and uninterrupted service as a Term employee;
- (b) may be terminated from employment without recourse to the grievance procedure;
- (c) shall be entitled to benefits in accordance with the terms and conditions of the Central Agreement.

ARTICLE L5 - NO STRIKES OR LOCK-OUTS

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

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

- a) the Employer shall notify the President of the Professional Student Services Personnel Bargaining Unit immediately when the situation is evident;
- b) 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 a strike;
 - ii) other strike related issues which may affect members of the Bargaining Unit;
- c) Employees in this bargaining unit shall only be required to perform their normal and regular duties including incidental duties associated with their position.

ARTICLE L6 - NO DISCRIMINATION

L6.01 The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, age, gender, sexual orientation, political or religious affiliation, or by reason of membership or non-membership in OSSTF.

ARTICLE L7 - MANAGEMENT RIGHTS

L7.01 Subject only to the specific provisions of this Agreement and the right of any employee to lodge a grievance under the grievance procedures in the manner and extent therein provided, the employees and the Union recognize and accept that it is the right of the Employer to manage the affairs of the Employer in all respects, including, but not being limited to the following:

- (a) to hire, transfer, promote, or lay off because of lack of work;
- (b) to discipline, demote, suspend, transfer or discharge for just and sufficient cause;
- (c) to formulate and publish reasonable rules and regulations to be observed by the parties to this agreement;
- (d) to plan and control the programs and services offered by the Board including, but not limited to, the assignment of duties and work sites and without limiting the generality of the foregoing, to carry out such other responsibilities of the Board which are not specifically abridged, amended or limited by the terms of this Collective Agreement.

L7.02 The Board and the Union agree that the provisions of this Article do not preclude representations and consultations by the Board and the Union concerning any matters relating to members of this Bargaining Unit.

L7.03 In exercising its management rights, the Employer will not act in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE L8 - UNION SECURITY

L8.01 All employees covered by this Collective Agreement shall be members of the Union. All newly hired employees shall as a condition of employment become members of OSSTF as of the first day of employment.

All employees covered by this collective agreement shall as a condition of employment pay union dues.

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

L8.02 The Employer shall deduct union dues from the salary payments made to all employees of the Bargaining Unit. OSSTF shall notify the Employer of the OSSTF dues 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.

L8.03 The OSSTF dues deducted in L8.02 shall be remitted to the Union, c/o The Treasurer, OSSTF, 49 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th day of the month following the month in which the deductions were made.

- L8.04** 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 membership dues owing. The Bargaining Unit agrees to provide the Employer with at least four weeks of 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.
- L8.05** The local levy deducted in L8.04 shall be remitted to the Bargaining Unit, c/o The Treasurer of OSSTF District 25, no later than the 15th day of the month following the month in which the deductions were made.
- L8.06** For the purposes of remitting fees in accordance with Articles L8.03 and L8.05 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 OSSTF shall be forwarded to the President of the Bargaining Unit.
- L8.07** 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.
- L8.08** 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 classification, and job location.
- L8.09** The Employer shall provide to the Union the following information regarding its members: transfers, layoff notices, appointments, promotions, retirements, resignations, recall notices, acting assignments, and exchanges. In addition, the Employer agrees to provide a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provision covered by this agreement.

ARTICLE L9 - UNION REPRESENTATION

- L9.01** The President of the Bargaining Unit shall notify the Employer of the names of its elected and appointed representatives.
- L9.02** The Employer will recognize the following Union Committees.
- (a) The Union Negotiating Committee, consisting of not more than five (5) 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.

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. The Union

agrees to reimburse the Employer for the full amount of all salary and benefits paid to any additional members of the Union Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal 17% of employee's salary.

The Employer shall notify supervisors of the appointed and/or elected members of the Union Negotiating Committee.

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

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

An employee who is on the Labour/Management Committee shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

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

- (d) Central Partnership Committee
Procedure PR.658.SES - Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Services Professionals and Paraprofessionals, as established by the Employer and as amended from time to time, shall apply to employees covered by this collective agreement. The Central Partnership Committee shall consist of up to two (2) members of the Bargaining Unit and representatives of the Employer. Employees on the Committee will be granted leave with pay to attend committee meetings. The Committee will meet annually with additional meetings as required.

ARTICLE L10 - LABOUR/MANAGEMENT COMMITTEE

L10.01 The parties agree upon signing this Agreement to establish a Labour/Management Committee to discuss matters of mutual interest. The Committee shall consist of up to three (3) representatives of the Bargaining Unit who will be granted leave with pay to attend such meetings with up to three (3) representatives of the Employer.

L10.02 The Labour/Management Committee shall meet within thirty (30) calendar days of either party requesting a meeting. Meetings of the Labour/Management Committee will be arranged by the Superintendent of Human Resources, or designate, upon request by either party and scheduled at times convenient to the representatives. The party requesting a meeting shall indicate with their request the topics they wish to discuss.

By October 15 of each school year, three (3) labour management committee meetings shall be tentatively scheduled for that school year by mutual agreement.

L10.03 The Labour/Management Committee shall consider and attempt to resolve all issues of mutual concern with the object of promoting positive relations between the Board and employees. It is understood that this committee shall have no power to alter, amend, add to or modify the terms of this Agreement, but nevertheless may make joint recommendations to the Board and the Bargaining Unit,

L10.04 The Unit shall notify the Employer in writing of the names of its Labour/Management Committee representatives for the purposes described in this Collective Agreement.

ARTICLE L11 - LEAVES OF ABSENCE WITH PAY

L11.01 General Conditions

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

- (a) Without deduction of sick leave credits.
- (b) An employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period.
- (c) The supervisor may request an explanation and/or verification of the need for the absence.

L11.02 Compassionate Leave

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

- (a) Up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a person in a direct in loco parentis relationship with whom the employee resides or resided.
- (b) Up to three (3) days in the event of the death of any of the following: uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law.

- (c) One (1) day to attend the funeral in the event of the death of a close personal friend.
- (d) Leave with pay will be granted for up to three (3) days per school year in the event of the serious illness of a spouse, child, parent, or sibling in order to arrange for alternate care.

Additional leave without pay may be granted by the Superintendent of Human Resources or designate, in extenuating circumstances.

L11.03Quarantine

Leave with pay shall be granted for periods of absence due to exposure to a communicable disease which results in the employee being quarantined or otherwise prevented from attending upon his or her duties by order of the Regional Medical Officer of Health.

L11.04Court Leave

Leave shall be granted by the Superintendent of Human Resources to an employee for Jury Duty, or to an employee who has been summoned for duty as a witness in any court for any proceedings to which he/she is neither a party nor one of the persons charged, provided the employee remits any fees (not including reimbursed expenses) to the Board.

Notwithstanding the above and subject to the Employer's right to discipline and discharge an employee for cause, an employee will be protected from loss of salary and benefits because of attendance at court as a defendant or witness as a result of the performance of the employee's duties.

L11.05Religious Holy Days

Where Religious Holy Days coincide with regular working days, leave shall be granted without loss of pay to a maximum of three (3) days in any one school year.

Clarification: The Holy day is the day of observance. Where an employee chooses not to take time off for this purpose, the employee will not qualify for Lieu Time.

L11.06Special Leave

- (a) Up to three (3) days of special leave with pay may be granted in any school year by the appropriate Superintendent, or designate, for matters of urgent or essential personal business.
- (b) In extenuating circumstances, up to two (2) additional days leave without pay may be granted by the appropriate Superintendent, or designate.

ARTICLE L12 - PREGNANCY/PARENTAL/ADOPTION LEAVE

L12.01 Pregnancy Leave

- (a) Pregnancy Leave shall begin no later than the day on which the child is born.
- (b) 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 physician'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, subject to unforeseen medical reasons or emergencies;
 - (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 no less than three (3) weeks written notice of the day on which the leave is to end.

L12.02 Pregnancy Leave SEB Plan [reference Central Letter of Agreement #9 (Historical)]

- (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.

L12.03 Parental/Adoption Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, an employee who has been employed by the Board for at least thirteen (13) weeks will be entitled to parental/adoption leave without pay
- (b) An employee who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into custody, care and control of the parent, in which case the leave must be taken in accordance with the Ontario Employment Standards Act.
- (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/adoption leave upon written request at least two (2) weeks prior to the date the leave commences. The employee is required to provide documentation verifying the birth or adoption of the child prior to the leave being

granted. Parental /Adoption leave taken in these circumstances must be taken in accordance with the Ontario Employment Standards Act.

- (d) An employee may return to work prior to the 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.

L12.04 Adoption Leave SEB Plan:

The Employer will provide an adoption leave EI SEB Plan for the one (1) week waiting period under the Employment Standards Act (EI) plus the second week of the leave at 95% of the employee's salary. Commencing with the third week of the leave, employees granted adoption leave shall be entitled to receive a fifteen (15) week benefit of \$75.00 per week.

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

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

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

L12.05 General Provisions for Pregnancy or Parental Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental leave.
- (b) Seniority shall continue during any term of pregnancy or parental leave.
- (c) Benefit and pension entitlements and associated obligations, during pregnancy and parental leave, shall be in accordance with the terms and conditions of the Central Agreement.
- (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) Sick leave credits shall accumulate for the employee during the time of pregnancy or parental leave.

- (f) Subject to the Layoff and Recall provisions of Article L21 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.

L12.06 Leave of Absence without Pay following Pregnancy/Parental/Adoption Leave

- (a) An employee may request an extended leave of up to one (1) additional year beyond the end of the employee's statutory pregnancy or parental/adoption leave (the "Additional Leave"). Such leave shall be granted by the Employer.
- (b) In addition, an employee may request, and the Employer may approve, an extension of the Additional Leave for up to a further one (1) year period (the "Discretionary Extended Leave").
- (c) Employees who access the Additional Leave and/or the Discretionary Extended Leave under this Article are not eligible to apply for a Leave of Absence Without Pay under Article L15, until such time as they have returned to work for a continuous period of at least two (2) years.
- (d) Where an employee is on leave pursuant to this Article, benefit eligibility and continuation shall be in accordance with the terms and conditions of the Central Agreement.
- (e) The employee agrees to provide at least four (4) weeks written notice of the day on which the Additional Leave pursuant to (a), is to begin. Where an employee is applying for the Extended Discretionary Leave pursuant to (b), the employee will submit a written request at least four (4) weeks in advance.
- (f) Employees who access leaves pursuant to this Article must ensure that all certifications and requirements of their applicable professional College are current and up to date prior to a return to the workplace.
- (g) Subject to the Layoff and Recall provisions of Article L21, an employee returning from leave shall return to their previous position if it exists, or a comparable position.

L12.07 Non-Birthing Parent Leave

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

ARTICLE L13 - INJURY ON DUTY LEAVE

L13.01 An employee who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety Insurance Act and who reports such injuries immediately in accordance with procedures established by the Employer, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident.

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

ARTICLE L14 - LEAVE OF ABSENCE FOR UNION BUSINESS

L14.01(a) Local District 25

- (i) The Employer agrees that the President and/or Bargaining Unit Officer shall be released, when requested, in increments of 10%, from his/her duties in order to undertake his/her elected responsibilities. Such leave shall be scheduled on the same day or days each work week. The Union will advise of the release percentage(s) and request the preferred leave schedule(s) for the following school year as soon as possible after its Annual General Meeting and, in no case, later than the end of the previous school year.
 - (ii) District 25 P.S.S.P. agrees to reimburse the Employer for the full cost of salaries and benefits for the position held by the individual holding the release position.
 - (iii) The status of the above-noted officers shall continue to be that of employees of the Employer, retaining all applicable rights and privileges thereto.
 - (iv) The Union shall notify the Employer prior to 15 June as to its intent respecting the above leave(s) and the names of the Bargaining Unit representatives.
 - (v) Upon return from the leave, the employee shall be placed in his/her original position/location if it exists. If the original position/location does not exist, the employee shall be subject to Article L21 (Layoff and Recall).
- (b) The Employer shall grant leave with pay to a maximum of forty (40) working days per school year, and no one individual to take more than twenty (20) days, upon written request by the Union, to employees elected or appointed by the Bargaining Unit to attend to Union business. The Union agrees to reimburse the Employer for the full amount of all salary and benefits paid for leave for union business. Where applicable, benefits shall be deemed to be 17%.

L14.02Provincial

The Employer shall grant a leave of absence to a member of the Union who has been elected to serve as a full-time officer of Ontario Secondary School Teachers' Federation at the provincial level.

Such leave shall be granted under the following conditions:

- (a) In a school year a maximum of two (2) leaves shall be available.
- (b) The Union shall notify the Employer as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for two (2) years.
- (c) Upon return from the leave, the employee shall be placed in his/her original position/location if it exists. If the original position/location does not exist, the employee shall be subject to Article L21 (Layoff and Recall).
- (d) An employee wishing to return early from leave may return at the discretion of the Employer.
- (e) The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Where applicable, benefits shall be deemed to equal 17% of employee's salary.

L14.03 The Employer may grant a leave of absence of up to one (1) year to a member of the Union who has been seconded/temporarily appointed to serve in a position at the Ontario Secondary School Teachers' Federation Provincial Office or any body with which the Union is affiliated. Such leave shall be requested no later than one month prior to the start date of the secondment/temporary appointment. The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Upon return from the leave, the employee shall be placed in his/her original position/location if it exists. If the original position/location does not exist, the employee shall be subject to Article L21 (Layoff and Recall).

ARTICLE L15 - LEAVE WITHOUT PAY

- L15.01**(a) A full leave of absence without pay or a partial leave of absence without pay of up to two (2) years may be granted to a regular employee who has been continuously employed with the Employer for at least two (2) years on a regular basis. Any such discretionary approval will be granted by the Superintendent of Human Resources or delegate.
- (b) The dates of commencement of leave and return from leave, together with the reasons for the leave shall be stipulated in writing to the Human Resources Officer (Administrative and Support) by 31 March for the following September.

L15.02 A leave of absence without pay under section 15.01(a) may be extended by mutual agreement for a further period of one (1) school year

L15.03 Subject to the layoff and recall provisions of this agreement:

- (a) An employee returning from leave of absence without pay of up to one (1) year shall be reinstated in the position held prior to a leave, if it exists, or, if not, to a comparable position.
- (b) An employee returning from a leave of absence without pay of more than one (1) year, shall be placed in a similar position and in the same wage level held prior to the leave.
- (c) An employee on leave shall be deemed to have resigned for failure to return on the agreed upon date unless there are extenuating circumstances.

L15.04 All benefits, excluding LTD, held by an employee at the commencement of a leave without pay may be continued during such authorized leave by the employee with the employee paying all premium costs by pre-authorized debit. Such coverage normally will be extended to a maximum of one (1) year with further extensions arranged through the Board.

L15.05 An employee on full-time leave without pay shall not accumulate experience during the period of leave. Sick leave allocated in the same school year shall recommence on return from leave within the same school year.

L15.06 With the mutual agreement of the Employer and employee, an employee may be permitted to return to work prior to the termination of the period of leave, with four (4) week's notice.

ARTICLE L16 - SICK LEAVE PLAN

L16.01 Administration of Sick Leave Plan

- (a) There shall be a sick leave credit plan.
- (b) The Director of Education or designate shall do and perform all things necessary for the conduct of the sick leave credit system.

L16.02 The Director of Education or designate shall keep a register or registers in which shall be entered the credits and the deductions therefrom. The Employer shall provide access to this information electronically.

Sick Leave Deduction

L16.03 An employee who is or will be absent from duty as a result of his/her illness shall inform his/her immediate supervisor forthwith, and, in any event, not later than the scheduled starting time of his/her daily assignment.

L16.04 Any employee who has sick leave credits shall be entitled to apply such credits to each day of absence occasioned by illness until his/her sick leave credits have been exhausted or until the waiting period for the purposes of LTD has been applied.

L16.05 In the event that an employee is without sick leave credit, he/she must apply for a medical leave of absence without pay supported by his/her physician's statement of the need for such absence with an indication of the earliest date on which such employee would be available to return to duty.

L16.06 The Employer may request an employee to provide a medical certificate of an absence for more than three (3) consecutive days' absence.

Notwithstanding the above, the Principal/Supervisor, after notifying the Superintendent of Human Resources and the President of the Bargaining Unit of the reasons for concern regarding an employee's absences, may require an employee to provide a medical certificate. The cost of the certificate shall be borne by the Employer.

L16.07 The Parties recognize that the Employer may withhold payment for sick leave where the employee will not permit compliance with Article L16.06.

ARTICLE L17 - SALARIES

L17.01 Salary

Employees will be paid according to the salary scale set out in Appendix A which forms an integral part of this Collective Agreement. Salary rates shall include vacation and holiday pay.

L17.02 An employee who works only a portion of the "school days" in the school year is entitled to be paid the employee's salary in the proportion that the total number of "school days" worked bears to the whole number of "school days" in the year. One day's salary is equal to:

1

of days in the school year as defined by the Education Act, currently 194.

L17.03 Method of Pay

- (a) Employees shall be paid in equal bi-weekly payments throughout the year (26 equal payments). The parties agree that in order to maintain a strong link between the school/work year and the pay year there will be a requirement to implement a twenty-seven (27) bi-weekly schedule from time to time. The union will be notified when a 27 week cycle needs to be in place.
- (b) Payment will be made 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 and with a

computerized system compatible with that used by the Ottawa-Carleton District School Board. The Employer will provide records of earnings electronically.

L17.04Correction 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 \$500.00, a schedule of payment shall be determined by mutual consent of the Employer and the employee to a maximum of one year. Normally, the repayment will be within the taxation year in which the error or overpayment occurs or by the end of the year immediately following.

L17.05Deductions

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.

L17.06Experience

- (a) All newly hired employees shall be credited with one step on the salary schedule for each year of related experience, as determined by the Employer.
- (b) Former regular employees returning as casuals within five (5) years of their departure from the same classification will be paid a casual rate equivalent to their step at the time of their departure provided they have maintained their registration with their professional college.

L17.07Increments

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.

ARTICLE L18 - EMPLOYEE BENEFITS

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

L18.01 Employees are entitled to group benefits in accordance with the terms and provisions of the Central Agreement. Nothing in this provision is intended to impact any applicable and ongoing entitlement of employees who may retain grandfathered benefits pursuant to a defunct benefits plan with a predecessor Board.

L18.02 Effective January 1, 2021, the Employment Insurance premium rebate will no longer be retained by the Employer.

L18.03 Long Term Disability Plan

The parties recognize the Board Administered LTD Plan and agree there shall continue to be cooperation between the Employer, the Plan Administrator and the Policy Holder in the administration of the plan.

Long Term Disability Insurance is compulsory to new and existing enrolled members. The Employer shall pay a maximum of 2.13% of the employee's annual salary toward the cost of the premium.

L18.04 Upon receipt of a written request, the Employer will provide the Bargaining Unit with relevant membership information and all portions of insurance policies relevant to its membership, as well as, a meeting to discuss such information.

ARTICLE L19 - WORKING CONDITIONS

L19.01 For the purposes of this Agreement:

- (a) "Working day" is a day of employment on a regular school day or on a professional development day. A working day shall be of seven (7) hours of work from the first work location of the day to the last work location of the day, exclusive of a one hour lunch break.
- (b) The "work year" shall be the school year as defined by the Education Act, currently 194 days. Should the Act be amended so as to alter the number of days which comprise a school year, the parties agree to meet through the Labour/Management Committee to discuss the ramifications of such a change on this collective agreement.

L19.02 School assignments for employees known to be continuing shall be made by the employee's supervisor, based on consultation with the employee. Assignments shall be confirmed by 20 June of each year, or upon approval of the Employer's budget, whichever is later. Changes to assignments may be made due to student needs and unforeseen circumstances. The employee will be consulted prior to any amendments to an assignment.

L19.03 Additional Hours of Work

- (a) (i) Employees who are requested by their LSS Supervisor or LSS Manager to work beyond the hours normally scheduled in the conduct of their regular and part-time assignments to meet the operational requirements of the Employer (e.g. evenings, weekends, additional days) shall be entitled to equivalent time off in lieu, at a mutually agreeable time. Lieu time accumulated during the year is to be taken off by the end of the work year. Employees will not be entitled to compensation (including lieu time) with respect to any additional hours

worked at the request of a school Principal or Vice Principal, where such request has not been approved by LSS in advance, subject to 19.03(a)(ii) below.

(ii) In exceptional circumstances of student safety and where obtaining the advance approval of LSS would be impracticable, an employee who is requested by a school Principal or Vice Principal to work beyond his or her regular workday, shall have the applicable lieu time approved retroactively. The employee must notify his or her LSS supervisor as soon as reasonably possible thereafter in order to qualify for the retroactive lieu time.

- (b) It is understood that an employee who is absent on an intermittent or short term basis may not be replaced. In the event that a qualified casual replacement is not available, effective September 1, 2014, continuing regular part-time employees who are assigned by their supervisor to work beyond the hours normally scheduled to replace an absent employee on a temporary basis, shall be paid at an hourly rate of pay that is equal to their own rate of pay.

L19.04 The Board will endeavor to ensure that employees have reasonable access to adequate work space in schools. Personal work space shall continue to be provided for all employees in central Board offices. Specific work space issues will be discussed at the Labour/Management Committee.

L19.05 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.

L19.06 Work Schedule for Part-time Employees

Part-time employees are required to work a portion of the 194 school days pro-rated to their part-time status. (eg a half time (.5) employee is required to work the equivalent of 97 school days in the year.)

Part-time employees are to submit their proposed schedule of work days to their Supervisor for approval at the beginning of each school year.

ARTICLE L20 - SENIORITY

L20.01 For the purpose of this Agreement:

- (a) "Bargaining Unit Seniority" is defined as the length of continuous service within the Bargaining Unit since the most recent date of hire.
- (b) "Occupational Classification Seniority" is defined as the length of continuous service since the most recent date of appointment to the Occupational Classification.

L20.02 Occupational Classification Seniority Lists shall be prepared for each of the occupational classifications as follows:

Board Certified Behaviour Analyst
Communication Disorders Assistant
Occupational Therapist
Orientation and Mobility Specialist
Physiotherapist
Psychoeducational Consultant
Psychological Associate
Psychologist
Social Worker
Speech Language Pathologist

In the event the Employer establishes an Occupational Classification not identified above, an Occupational Classification Seniority List shall also be established.

- L20.03** (a) The Employer shall maintain Occupational Classification Seniority Lists showing each employee's name, seniority ranking by date of hire in the occupational classification, and seniority ranking by date of hire in the bargaining unit. By 28 February of each year, the Employer shall post a copy of up-to-date Occupational Classification Seniority Lists.
(b) "Posting" shall mean electronic posting.

L20.04 Any question as to the accuracy of the Occupational Classification Seniority Lists must be submitted to the Human Resources Officer (Administrative and Support) in writing, within thirty (30) working days of the posting of the list or the list shall be deemed to be accurate.

L20.05 In compiling the Occupational Seniority Lists, ties shall be decided, when necessary, using the following criteria in order:

- (i) Bargaining Unit Seniority with the Ottawa-Carleton District School Board;
- (ii) Total years of continuous experience (or parts thereof) with a combination of either the Carleton or Ottawa Boards of Education prior to the time of transfer to the Ottawa-Carleton District School Board;
- (iii) Total years of non-continuous experience (or parts thereof) with the Carleton or Ottawa Boards of Education;
- (iv) Total years of experience (or parts thereof) in the same professional occupation with other employers, as verified by a letter from the previous employers to be supplied by the employee within four (4) months of the date of hire;
- (v) Selection by lot.

L20.06 Seniority shall be maintained and continue to accumulate during:

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

- (ii) any period of absence caused by sickness or accident to a maximum of two (2) years;
- (iii) any authorized leave of absence and/or any secondment within the Board or to another organization authorized by the Board;
- (iv) any period of authorized Federation Leave.

L20.07 A loss of seniority shall be deemed to have occurred if an individual employed by the Board:

- (i) quits; or
- (ii) is discharged and is not reinstated by reason of the grievance/arbitration procedure; or
- (iii) is laid off beyond the period during which the employee was entitled to be recalled; or
- (iv) accepts a permanent position outside the Bargaining Unit.

L20.08 (a) A newly hired regular employee who was previously employed in a term capacity within the bargaining unit will have their seniority dated back to the first date in which they began employment in the term assignment within this bargaining unit, provided there has been no break in service between the term assignment and the regular assignment.

(b) For the purposes of this Article, a break in service shall not include the natural school breaks (e.g. summer break, winter break, March break).

ARTICLE L21 - LAYOFF AND RECALL

L21.01 Should the Employer propose to amend staffing requirements in a manner which would result in a layoff of employees, such proposals will be discussed by the Labour/Management Committee (Article L10) prior to implementation. The purpose of such discussions will be to consider possible alternatives to layoffs including, but not limited to, early retirements, job sharing and leaves of absence.

L21.02 Layoff

- (a) A layoff shall be defined as any involuntary reduction of the work force or of hours affecting Bargaining Unit employees.
- (b) Where a layoff is contemplated by the Employer, the employee(s) affected shall be given notice in accordance with the Employment Standards Act or one (1) month, whichever is greater.
- (c) In the event of layoff, employee(s) shall be laid off in reverse order of seniority ranking within the occupational classification.

- (d) Employees on layoff shall be entitled to continuing participation in the benefit plans provided in accordance with this Agreement, provided the employee pays 100% of the cost and that the insurance policies permit such coverage to employees while on layoff.

L21.03Recall

- (a) In all cases of recall after layoff, employees shall be recalled in accordance with their seniority ranking within the occupational classification.
- (b) An employee with seniority who is laid off shall retain seniority and right of recall for the following period of months if the employee has the length of continuous service set below:

Period of Months	Service In Years
12	up to two (2) years
24	two (2) years or more

- (c) Subject to Article L21.03 (a), no new employee shall be hired until those employees laid off have been recalled.
- (d) An employee who is recalled in accordance with this article shall be reinstated as though there had been no interruption in service or seniority.
- (e) All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent mailing address, telephone number and email address.
- (f) Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee requiring the employee to report to work on a date within ten (10) work days after the date of such notice. If the employee does not reply within said ten (10) work days or fails to report for work at the time and date specified in the notice, the employee shall be deemed unavailable and the next eligible employee shall be called.
- (g) An employee who is on layoff will be required to return to work when recalled, unless an acceptable reason is provided to the Superintendent of Human Resources. Where the most senior employee being recalled is part-time, the Employer shall make the appropriate staffing arrangements to accommodate the recall. An employee previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment. Employees shall have the right to refuse assignments which are less than their entitlement without losing their right of recall.

Term assignments shall be offered to employees on recall. Employees who accept term assignments shall retain their right of recall. An employee shall have the right to refuse a term assignment without losing right of recall. The period of the term assignment shall be added to the recall period.

- (h) Subject to Article L21.03 (g) above, an employee who fails to report to work when recalled shall be deemed to have lost the right of recall and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or Employment Standards Act.
- (i) Those persons not recalled by the end of the recall period shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or Employment Standards Act.
- (j) The Employer agrees to notify the President of the Union of the names, positions and work locations of all employees either being laid off or recalled.
- (k) An employee who has been laid off may choose to forego the right to recall and elect to receive any severance payment to which they would normally be entitled to in accordance with the Collective Agreement and/or the Employment Standards Act.

ARTICLE L22 - JOB POSTINGS AND VACANCIES

L22.01 (a) Subject to the Board's right to determine the number of Professional Student Services Personnel to be employed, a position is normally vacant, or deemed to be vacant when:

- (i) the employee previously occupying it has resigned, retired, been dismissed, or demoted;
- (ii) the employee previously occupying it has been transferred or promoted; or
- (iii) a new position has been established by the Employer which is expected to continue for a period of more than twelve (12) months.

(b) Where it is known in advance that the employee currently occupying a position will be absent for a period of at least six (6) weeks, the Employer shall endeavour to replace the employee in accordance with Articles 22.02 and 22.03.

L22.02 Vacancies under 22.01 (a) and absences under 22.01(b) will be offered to employees in the following order:

- i) to employees in the same occupational classification on the recall list, in order of seniority; then
- ii) to employees in other occupational classifications on the recall list, in order of seniority, who have registered the appropriate qualifications with Human Resources; then

- iii) to qualified regular part-time employees, in order of seniority, within the same occupational classification who are interested in increasing their contractual status and who have filed a written request with Human Resources; then
- iv) to qualified employees from any other occupational classification who have filed a written request with Human Resources.

- L22.03** (a) Where a vacancy under 22.01(a) or an absence under 22.01(b) is not filled in accordance with Article L22.02, such vacancy or absence shall be posted electronically for five (5) working days. To facilitate staffing for September, there will be up to two (2) posting periods over the summer. Specific dates will be posted annually.
- (b) First consideration for posted vacancies under 22.01(a) and absences under 22.01(b) shall be given to qualified regular employees.
- (c) Where a vacancy under 22.01(a) or an absence under 22.01(b) is not filled in accordance with L22.03(b) consideration shall be given to qualified term and casual employees prior to considering applicants from outside the bargaining unit.

L22.04 Bargaining Unit members who apply for a vacancy and are not accepted shall, upon written request to the appropriate Supervisor, be provided with written reasons as to why the employee was not selected for the position.

L22.05 Members of the Bargaining Unit who are qualified to teach in the Province of Ontario and who have filed with the Board a stated interest in contract teaching employment within a given subject area and geographic area will be considered for available teaching vacancies before external applicants are considered.

ARTICLE L23 - PROBATIONARY PERIOD

L23.01 A newly hired employee shall be considered to be on probation for a period of six (6) consecutive months of employment.

- L23.02**(a) Where a newly hired employee has been employed in a term position in the same occupational classification for a minimum of three (3) months, and less than six (6) months, in the twelve (12) month period prior to the date of hire, the period of term employment shall be accumulated for the purpose of reducing the probationary period by a maximum of one (1) month.
- (b) Where a newly hired employee has been employed in a term position in the same occupational classification for a minimum of six (6) months in the twelve (12) month period prior to the date of hire, the period of term employment shall be accumulated for the purpose of reducing the probationary period by a maximum of three (3) months.

L23.03 The Employer agrees that it shall not discharge or discipline employees who have completed their probationary period except for just cause.

ARTICLE L24 - DISCIPLINE AND DISCHARGE

L24.01 No employee who has completed the probationary period shall be demoted, disciplined, or discharged without just cause.

L24.02 In the event an employee who has completed the Probationary period is to be disciplined or discharged by the Employer, such notice of discipline or discharge from the Employer shall be in writing to the employee concerned, with a copy transmitted electronically to the Bargaining Unit.

L24.03 Such an employee has a right to be accompanied and advised by a Bargaining Unit and/or Union Representative during a meeting with the Employer which will result in a written notice of discipline or discharge.

L24.04 The Employer shall advise the employee of his/her right to adjourn the meeting, if necessary to permit the attendance of a Bargaining Unit and/or Union representative. The Employer shall allow the employee reasonable time to arrange for the attendance of a Bargaining Unit and/or Union representative.

L24.05 The employee shall have the right to respond in writing to such notice of discipline or discharge. Such response shall be placed in the Human Resources file of the employee.

ARTICLE L25 - JOB SHARING

L25.01 Job sharing occurs when two full-time PSSP members of the same occupational group, neither of whom has been declared on layoff, who have completed their probationary period, voluntarily elect to share the duties and responsibilities of one of their full-time positions. The supervisor of the member in which the shared job exists must be in agreement with the sharing arrangements.

L25.02 Application:

- (a) Eligible participants in the program shall be those members who voluntarily elect to reduce their working schedule to less than a full-time basis. Such members will make application on the appropriate form and will forward it to Human Resources for consideration no later than 31 March unless otherwise mutually agreed. In considering such applications, Human Resources will give first priority to the requirements of the system as it relates to the staffing and program needs. Members who are recognized as participants in the program shall be notified of their status in writing by Human Resources.
- (b) Members who are participants in the program shall be eligible for salary and allowances on a pro-rated basis calculated in accordance with the percentage of time the member's work schedule is to the work schedule of a full-time member.

- (c) The salary paid to each employee shall be a pro-rated portion of the basic salary he/she would earn as a full-time employee for the applicable year. The proration shall be in accordance with the division of duties of the full-time position and shall be agreed upon by the employees concerned and the Superintendent of Human Resources or designate before permission is granted.
- (d) An employee in the job sharing plan shall have his/her salary, sick leave credits and pay pro-rated in relation to what he/she would receive as a full-time employee.
- (e) Eligibility for benefits, while participating in a job sharing arrangement, shall be subject to the terms and provisions of the Central Agreement.

L25.03 Conditions:

- (a) During the term of this Agreement, members who participate in the program shall have their year of service while in the program recognized as full-time for seniority purpose. For the purpose of recognition of experience for salary purpose, the year of service in the program shall be recognized in accordance with Article L17 (Salaries).
- (b) During the period of participation in the program, the member's contractual status shall be preserved. Participants in the program shall be subject to the provisions of this Agreement with respect to layoff and the right to recall. In the event that a member who is a participant in the program is laid off, the member's recall rights shall be deemed to be those of a full-time member.
- (c) Subject to the terms of the Agreement, members who elect to participate in the program shall notify the Board in writing by the preceding 1 May of their intention to return to full-time employment. Failing which, the Job Share would continue, subject to the approval of the Superintendent or designate. A member returning from the program shall be placed by the Board in their former position or in a position in the same occupational classification, where it exists.

ARTICLE L26 - RETIREMENT GRATUITY [reference Central Letter of Agreement #9 (Historical)]

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

The following language applies to those employees eligible for the gratuity above.

L26.01 An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last day of hire and who retires for any of the following reasons shall be entitled to a Retirement Gratuity calculated in accordance with L26.06:

- (a) Becomes eligible for a pension as defined by OMERS or OTTP (upon submission of proof that pension payments will commence within two (2) months of termination).
- (b) Is 55 years of age or greater at the time of retirement and elects to defer pension benefits until a later date.
- (c) Is permanently disabled as defined by OMERS or OTTP.
- (d) In the event that an employee dies, the entitlement of the retirement gratuity shall be paid to the estate of the employee or designated beneficiary.

L26.02 An employee shall not be entitled to a retirement gratuity who resigns at the request of the Employer to avoid dismissal for cause.

L26.03 An employee who resigns for any reason and is later rehired shall be considered a new employee for Retirement Gratuity benefits from the last date of hire.

L26.04 The retirement gratuity shall be paid in full within one (1) month following the date of retirement, or in a manner mutually agreeable to the employee and the Employer.

L26.05 Sick Leave transferred from another school board in accordance with the Sick Leave provisions of this collective agreement shall be ineligible for gratuity purposes.

L26.06(a) A retirement gratuity referred to above shall be calculated as follows:

Number of Years Service (Max. 20)	x	Salary Rate of Employee at Retirement	x	Number of Days of Accumulated Sick Leave (Max 200)
<hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> 20		<hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> 2		<hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> 200

- (b) In no case shall the gratuity exceed 50% of the employee's salary rate at the time of retirement.
- (c)
 - (i) "Salary rate" for the purposes of determining the gratuity shall mean the annual rate of pay to the employee as of the date of retirement; or
 - (ii) Where an employee retiring is on a part-time leave of absence, salary rate shall mean the salary paid by the Employer for the employee's last working day, adjusted to reflect the equivalent full-time rate.
 - (iii) In the event that the employee is granted an extension of employment beyond the employee's normal retirement date, the annual rate paid to the employee as of the end of the month in which the employee reaches age sixty-five (65); or

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

L26.07 "Service" for the purposes of determining the gratuity shall be calculated as being equal to the number of continuous years of active paid employment with the OCDSB and one of its predecessor boards (i.e.: Ottawa Board of Education and Carleton Board of Education). Periods of leave without pay shall not break the continuous years of service, however, such periods will not be included in the calculation for the purposes of eligibility for a gratuity or in the calculation of a gratuity.

ARTICLE L27- RESIGNATION OF EMPLOYMENT

L27.01 Resignation of Employment

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

L27.02 Partial Resignation of Employment

A regular 1.0 employee who wishes to resign .2 (20%) of his or her position may make application to the Superintendent of Human Resources, or designate, on or before March 31, for the following school year. Approval of the request is discretionary and will be based on operational requirements as determined by the Employer. This provision is effective upon ratification of the local 2019-2022 Collective Agreement and does not have retroactive effect.

ARTICLE L28 - LOCAL GRIEVANCE/ARBITRATION PROCEDURE

L28.01 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; and
 - (ii) the Employer.
- (c) For the purposes of this Article, the definition of day shall be the normal days worked by a member or members of the Bargaining Unit.

L28.02 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 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.

L28.03 A grievance dealing with the dismissal of an employee, subject to Article L24 (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) days of the employee being officially advised of dismissal.

L28.04 Individual Grievance

Step 1

A grievance(s) must be submitted in writing, signed by the President, or designate, 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.

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 Bargaining Unit and a committee of management representing the Director of Education. A written response will be provided to the Union from the Director of Education or designate within ten (10) days of the meeting. The requirement to hold a meeting may be waived, by mutual consent of the parties, in which case the written response will be provided within five (5) days.

Step 3

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

L28.05 Policy Grievance

The Bargaining Unit and the Employer shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement which affects a group of employees or the entire membership. A policy

grievance shall proceed directly to Step 2 to the Bargaining Unit or the Director of Education, as applicable.

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

L28.06 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.

L28.07 Arbitration

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

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within twenty (20) working days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party. Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

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

L28.08 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.

L28.09 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.

L28.10 The Arbitrator or 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.

L28.11(a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties.

(b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.

(c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.

(d) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.

(e) 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 - HUMAN RESOURCES FILES

L29.01 An employee, or a bargaining unit representative having written authorization from the employee, shall have access during normal business hours, or such other time as may be arranged, to the Human Resources files 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.

L29.02 An employee shall receive a copy of any documentation placed in her/his Human Resources file which may be detrimental to the employee.

L29.03 An employee shall have the right to respond in writing to any document contained in or to be placed in the employee's Human Resources file or records. The written response by the employee shall become part of the employee's Human Resources record.

L29.04 If an employee disputes the accuracy or completeness of any information in his/her file, the employee may make application in writing to the Director of Education, or designate, to have the

information corrected. A copy of the employee's letter will be placed in the employee's file. Where the parties agree that the information is inaccurate, it shall be corrected.

L29.05 Access to and disclosure of any personal information on an employee shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

L29.06 Where an employee authorizes in writing access to the Human Resources file by another person acting on the employee's behalf, the Employer shall provide such access, in accordance with Article L29.01.

L29.07 Where the Board is required to furnish information on an employee to an outside agency by court order or legislated requirement, the employee shall be notified that this information has been or will be provided.

L29.08 Upon the employee's request, the Employer shall remove any letter of discipline after three (3) years (excluding leaves) provided there has been no disciplinary action in the interim. However, documents related to discipline in cases of harassment or abuse (including sexual or physical misconduct of any kind) shall not be removed.

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

ARTICLE L30 - TRAVEL ALLOWANCE PLAN

L30.01 Employees who are authorized to use their own vehicles on Board business shall be reimbursed at the Board wide rate per kilometer for travel in accordance with Procedure PR.529.FIN as established by the Employer and as amended from time to time.

ARTICLE L31 - DISTRIBUTION OF COLLECTIVE AGREEMENT

L31.01 The Board agrees to provide electronic access to the collective agreement to the bargaining unit and to individual members. Electronic access to the collective agreement shall be provided to new bargaining unit members at the time of hire.

ARTICLE L32 - GENERAL

L32.01 Unless otherwise provided within this Agreement all correspondence between the parties arising out of or incidental to this Agreement shall pass to and from the President of the Bargaining Unit, or designate, and the Superintendent of Human Resources, or designate.

L32.02 The Bargaining Unit shall notify the Superintendent of Human Resources of the names of its elected and appointed representatives.

L32.03 The Employer agrees to continue liability insurance and to make available to the Bargaining Unit the portions of policies which provide protection for employees.

L32.04 The Bargaining Unit shall be consulted in accordance with Article 10, (Labour/Management Committee) prior to the implementation of any new occupational classification and/or any responsibility allowance for members.

L32.05 A member of the Bargaining Unit, as defined in Article 2, shall not be required by the Employer to make any appraisal on the performance of a member of another Bargaining Unit.

L32.06 Letters of Understanding attached shall form a part of this collective agreement unless otherwise provided for in the Letter.

L32.07 Procedure PR.652.HR (Respectful Workplace) as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective agreement.

ARTICLE L33 - HEALTH AND SAFETY

L33.01 The parties recognize that the Joint Occupational Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations. The parties agree that this article does not incorporate the Occupational Health and Safety Act and Regulations in the collective agreement and alleged violations of the legislation will not be grievable.

L33.02 The parties recognize the Professional Student Services Personnel Unit representation on the Occupational Health and Safety Committee.

L33.03 It is mutually agreed that both parties will co-operate in the prevention of accidents, and with such promotion to safety and health as is deemed necessary and will endeavour to inform themselves of safety regulations. The parties will cooperate to facilitate any required corrective measures provided for by the Act.

L33.04 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.

ARTICLE L34 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

L34.01 Where a member of the Bargaining Unit successfully applies for a vacant position or a term position outside the Bargaining Unit, the Employer shall notify the Union of the employee's name and the date that the employee will commence duties in the new position.

L34.02 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right of return to a Bargaining Unit position.

L34.03 A member of the Bargaining Unit who accepts a term position outside the Bargaining Unit with the Employer, for a maximum period of twelve (12) months, shall have the right of return to his/her former position within the bargaining unit. Such member shall continue to accumulate seniority while in their term assignment.

L34.04 In the event a member of the Bargaining Unit accepts a term position in a non-affiliated position, all terms and conditions of the non-affiliated position shall apply to the member. The member will be required to continue to pay union dues during the term position.

ARTICLE L35 - INCLEMENT WEATHER

L35.01 Procedure PR.563.HR (Inclement Weather), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE L36 - CONTRACTING OUT

L36.01 No Bargaining Unit employee shall be laid off, or suffer a reduction of or a change in normally scheduled hours of work, as a result of the Board contracting out any of its work or services.

ARTICLE L37 - EMPLOYEE ACCOMMODATION

L37.01 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.

ARTICLE L38 - CRIMINAL BACKGROUND CHECKS

L38.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

L38.02 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.

L38.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

ARTICLE L39 - FAMILY MEDICAL LEAVE

L39.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to eight (8) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in L39.01 (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 L39.01 (a) applies in respect to the following individuals:
 - (i) the employee's spouse;
 - (ii) a parent, step-parent or foster parent of the employee;
 - (iii) a child, step-child or foster child of the employee or the employee's spouse;
 - (iv) any other individual prescribed as a family member for the purposes of family leave 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 L39.01 (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 L39.01 (b) dies;
 - (ii) The last day of the week in which the period referred to in L39.01 (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 eight weeks during the period referred to in L39.01 (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 L39.01 (a).
- (j) If an employee takes a further leave, in the event death did not occur within the 26 weeks, the employer may request a copy of the required certificate as provided for under this legislation.

L39.02 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) Benefit and pension entitlement for employees on Family Medical Leave shall be in accordance with the terms and conditions of the Central Agreement.
- (d) Vacation leave credits shall accumulate for the employee during the time of Family Medical Leave.
- (e) Subject to the Layoff and Recall provisions of Article L21 the employee shall return to his/her previous position, if it exists, or a comparable position.
- (f) The period of an employee's leave shall not be included in determining whether he/she has completed the probationary period under Article L23.

ARTICLE L40 - SELF-FUNDED LEAVE PLAN (TAX DEFERRED)

L40.01 The Employer agrees to make available a self-funded leave plan operated and administered by the Employer in accordance with the provisions of the Income Tax Act and Regulations made under that Act. This plan will enable employees to take a one year leave of absence without pay and provide for the deferral of pay over a set number of years leading up to the leave year.

L40.02 General Terms and Conditions

- (a) The Employer shall be responsible for accruing and distributing any monies required to permit the averaging of income by the employee. The payment of salaries, benefits and employees' pension plan contributions shall be such that the Employer is not required to pay more money than it would have been required to pay for the period(s) of active employment.
- (b) The conditions for leave under Article L14 (Leaves of Absence without Pay) will apply to a self-funded leave, where applicable.

L40.03 Application Procedures

- (a) Applications must be received by 1 May with appropriate deductions commencing the following September.
- (b) Applications shall specify the preferred financial arrangements and the school year in which the leave is requested. The year of leave cannot commence any earlier than two years following the commencement of the deductions (2/3 plan) and no later than five years following the commencement of the deductions (5/6 plan).

L40.04Financial Arrangements

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement in writing between the employee and the Superintendent of Business. The amount of funds to be deducted in each school year shall not exceed thirty-three and one-third percent ($33\frac{1}{3}\%$) of the employee's gross salary.
- (b) The salary remaining after deductions will be paid to the employee in accordance with the provisions of the Collective Agreement.
- (c) The Employer will establish an account with the Your Credit Union Limited for each participant in the plan. The money deducted from each monthly pay shall be deposited to this account, where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement, whichever occurs first.
- (d) The percentage of salary to be deducted cannot exceed the maximum required to accommodate the initial plan (e.g. for a $3/4$ plan, deductions shall not exceed 25%) stipulated in the application.
- (e) The Trust Account will generate interest which shall be reported to the employee as required by the Income Tax Act.
- (f) In the event the ratification of a collective agreement results in retroactive salary adjustment, monies shall be deducted from any retroactive pay in accordance with the employee's current financial arrangement with the Employer.
- (g) If an employee is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the employee or the executors or administrators of the employee's estate in one lump sum within sixty (60) days.

L40.05Plan Withdrawal

- (a) An employee may apply to withdraw from the plan up to 1 March of the year prior to the September in which the leave is scheduled to commence.
- (b) In the event of withdrawal from the plan, or in the event the employee is declared redundant or resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, less statutory deductions, will be paid to the employee in one lump sum within sixty (60) calendar days of notice of withdrawal, or the effective date of resignation, retirement, or redundancy.
- (c) Where it can be demonstrated to the Employer by an employee who is a participant in the plan that a financial emergency exists, the 1 March deadline shall be waived and the accumulated funds shall be released to the employee within sixty (60) days.

L40.06Plan Deferral

An employee may defer the year of leave for one year, with written notice to the Board by 1 March preceding the year of leave. Only one such request for deferral shall be granted with respect to any one plan.

L40.07Leave Year

- (a) No later than 1 May preceding the year of leave, the employee shall determine and advise the Human Resources Department of the date(s) and percentage for withdrawal of the total accumulated balance in the trust account; (e.g. 40% lump sum withdrawn in September; 60% lump sum withdrawn in January).
- (b) By June 1 preceding the year of leave, the employee shall be invoiced for the full cost of current benefit premiums. The employee shall return the invoice by 10 June indicating the benefits to be continued. Payment of benefits premiums shall be made, at the option of the employee, by deduction from the final pay in June or by a cheque(s) post-dated no later than 1 September of the same year.
- (c) Employees granted leave under this plan shall be required to return to regular employment with the Employer, following the leave, for a period that is not less than the period of the leave of absence.

L40.08Income Tax Act and Regulations

It is understood that the terms of this plan and any actions taken there under shall be in accordance with the Income Tax Act and Regulations. Terms and conditions are subject to changes due to amendments to applicable legislation.

ARTICLE L41 – PROFESSIONAL COLLEGE REGISTRATION FEES

L41.01Regular and term employees:

- (i) who are actively at work and not on a leave without pay (excluding statutory pregnancy/parental leave);
- (ii) who have been continuously employed for at least one year; and
- (iii) for whom registration in a professional college is a requirement of employment

Will be entitled to be reimbursed for professional college registration fees. Reimbursement of registration fees shall be prorated for part time employees (including employees who are on part-time leaves). Employees shall be required to submit proof of registration/payment to the Employer annually.


ARTICLE L42 – PROFESSIONAL DEVELOPMENT FUND


L42.01 By the 15th of October each year, the Employer will provide \$25 per FTE for purposes of a professional development fund to be administered by the Bargaining Unit.

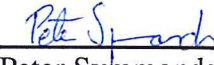
L42.02 The Bargaining Unit will provide an annual written report and account to the Employer as to the use of these funds not later than 30 June each year. If any funds that remain unused at the end of the school year, shall either be returned to the Board or deducted from the following year's allocation.

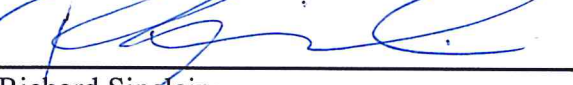
IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES, AS OF THIS _____ DAY OF _____ 2021, IN THE CITY OF OTTAWA.


THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD



Lynn Scott
Chair of the Board

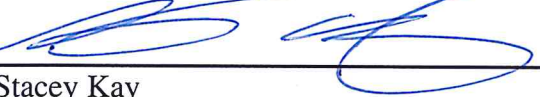

Camille Williams-Taylor
Director of Education/Secretary of the Board



Peter Symmonds
Superintendent of Learning Support Services



Richard Sinclair
Manager of Legal Services and Labour Relations


Laura Scott
Labour Relations Officer



Dr. Petra Duschner
Manager of Mental Health/Critical Services


Stacey Kay
Manager, Learning Support Services

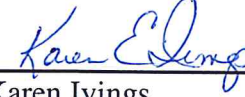

Melissa Coady
Human Resources Officer



Michael Duffy
Labour Relations Analyst

THE PROFESSIONAL STUDENT
SERVICES PERSONNEL
(OSSTF DISTRICT 25)


Susan Hoy
President, Professional Student Services Personnel


Larry Gauthier
Professional Student Services Personnel


Karen Ivings
Professional Student Services Personnel


Gaylene McCutcheon
Professional Student Services Personnel

APPENDIX "A"

Salary Schedule

Effective September 1, 2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Physiotherapist	\$64,829	\$66,327	\$67,813	\$69,306	\$70,804	\$72,294	\$73,790
Occupational Therapist	\$63,942	\$65,436	\$66,925	\$68,417	\$69,913	\$71,406	\$72,899
Board Certified Behaviour Analyst	\$63,942	\$65,436	\$66,925	\$68,417	\$69,913	\$71,406	\$72,899
Psychoeducational Consultant	\$62,202	\$64,795	\$67,493	\$70,304	\$73,237	\$76,286	\$79,462
Speech Language Pathologist	\$62,202	\$64,795	\$67,493	\$70,304	\$73,237	\$76,286	\$79,462
Social Worker	\$70,366	\$72,130	\$73,899	\$75,662	\$77,428	\$79,192	\$80,957
Psychological Associate	\$66,384	\$68,978	\$71,678	\$74,490	\$77,419	\$80,468	\$83,647
Psychologist	\$77,525	\$80,756	\$84,122	\$87,624	\$91,277	\$95,073	\$99,040
Orientation and Mobility Specialist	\$43,867	\$45,986	\$48,105	\$50,224	\$52,344	\$54,461	\$56,580
Communication Disorders Assistant	\$43,867	\$45,986	\$48,105	\$50,224	\$52,344	\$54,461	\$56,580

Salaries reflect Pay Equity Proportional Value increases (Effective September 1, 2010).

Casual employees shall be paid a per diem rate of pay at Step 1 of the appropriate Occupational Classification

APPENDIX "A"

Salary Schedule

Effective September 1, 2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Physiotherapist	\$65,477	\$66,990	\$68,491	\$69,999	\$71,512	\$73,017	\$74,528
Occupational Therapist	\$64,581	\$66,090	\$67,594	\$69,101	\$70,612	\$72,120	\$73,628
Board Certified Behaviour Analyst	\$64,581	\$66,090	\$67,594	\$69,101	\$70,612	\$72,120	\$73,628
Psychoeducational Consultant	\$62,824	\$65,443	\$68,168	\$71,007	\$73,969	\$77,049	\$80,257
Speech Language Pathologist	\$62,824	\$65,443	\$68,168	\$71,007	\$73,969	\$77,049	\$80,257
Social Worker	\$71,070	\$72,851	\$74,638	\$76,419	\$78,202	\$79,984	\$81,767
Psychological Associate	\$67,048	\$69,668	\$72,395	\$75,235	\$78,193	\$81,273	\$84,483
Psychologist	\$78,300	\$81,564	\$84,963	\$88,500	\$92,190	\$96,024	\$100,030
Orientation and Mobility Specialist	\$44,306	\$46,446	\$48,586	\$50,726	\$52,867	\$55,006	\$57,146
Communication Disorders Assistant	\$44,306	\$46,446	\$48,586	\$50,726	\$52,867	\$55,006	\$57,146

Salaries reflect Pay Equity Proportional Value increases (Effective September 1, 2010).

Casual employees shall be paid a per diem rate of pay at Step 1 of the appropriate Occupational Classification

APPENDIX "A"

Salary Schedule

Effective September 1, 2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Physiotherapist	\$66,132	\$67,660	\$69,176	\$70,699	\$72,227	\$73,747	\$75,273
Occupational Therapist	\$65,227	\$66,751	\$68,270	\$69,792	\$71,318	\$72,841	\$74,364
Board Certified Behaviour Analyst	\$65,227	\$66,751	\$68,270	\$69,792	\$71,318	\$72,841	\$74,364
Psychoeducational Consultant	\$63,452	\$66,097	\$68,850	\$71,717	\$74,709	\$77,819	\$81,060
Speech Language Pathologist	\$63,452	\$66,097	\$68,850	\$71,717	\$74,709	\$77,819	\$81,060
Social Worker	\$71,781	\$73,580	\$75,384	\$77,183	\$78,984	\$80,784	\$82,585
Psychological Associate	\$67,718	\$70,365	\$73,119	\$75,987	\$78,975	\$82,086	\$85,328
Psychologist	\$79,083	\$82,380	\$85,813	\$89,385	\$93,112	\$96,984	\$101,030
Orientation and Mobility Specialist	\$44,749	\$46,910	\$49,072	\$51,233	\$53,396	\$55,556	\$57,717
Communication Disorders Assistant	\$44,749	\$46,910	\$49,072	\$51,233	\$53,396	\$55,556	\$57,717

Salaries reflect Pay Equity Proportional Value increases (Effective September 1, 2010).

Casual employees shall be paid a per diem rate of pay at Step 1 of the appropriate Occupational Classification

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

AND

THE PROFESSIONAL STUDENT SERVICES PERSONNEL
OSSTF DISTRICT 25

PAY EQUITY PROCESS

The parties agree that the provisions of the Pay Equity Commission letter dated 14 April 2003 which represents the binding mediation settlement shall apply to the process, with the following exception.

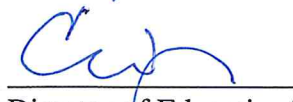
Last sentence: Finally, with respect to the joint pay equity committee for the PSSP group, there will be up to four (4) members for the bargaining unit. The bargaining unit agrees to reimburse the Employer for any replacement costs for the additional two members of the committee.

Renewal signed in the City of Ottawa this ____ day of _____ 2021.

For the Ottawa-Carleton
District School Board



Chair of the Board




Director of Education/
Secretary of the Board

For the Professional Student
Services Personnel



President, PSSP



PSSP

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

AND

THE PROFESSIONAL STUDENT SERVICES PERSONNEL
OSSTF DISTRICT 25

PAY EQUITY


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

Renewal signed in the City of Ottawa this ____ day of _____ 2021.

For the Ottawa-Carleton
District School Board



Chair of the Board




Director of Education/
Secretary of the Board

For the Professional Student
Services Personnel



President, PSSP



PSSP

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

AND

THE PROFESSIONAL STUDENT SERVICES PERSONNEL
OSSTF DISTRICT 25

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


The parties agree that, for the purposes of Letter of Agreement #9 –Status Quo Central Items as Modified by this Agreement, 1. Pregnancy Leave Benefits, references to "E.I. Benefits" or "employment insurance benefits" shall be deemed to include benefits payable to residents of the Province of Quebec pursuant to the Quebec Parental Insurance Plan.

Renewal signed in the City of Ottawa, this _____ day of _____ 2021.

For the Ottawa-Carleton
District School Board



Chair of the Board



Director of Education/
Secretary of the Board

For the Professional Student
Services Personnel



President, PSSP



PSSP

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

AND

THE PROFESSIONAL STUDENT SERVICES PERSONNEL
OSSTF DISTRICT 25

**Re: PSYCHOLOGY SENIORITY LIST - PSYCHOLOGISTS, PSYCHOLOGICAL
ASSOCIATES AND PSYCHOEDUCATIONAL CONSULTANTS**

The Parties agree to meet within 90 days of local ratification to discuss:


- (a) The current job descriptions and related qualifications for the positions of Psychologists, Psychological Associates and Psychoeducational Consultants; and
- (b) The feasibility of establishing a joint seniority list for two or more of the positions.

In the event that either party is unable to meet within 90 calendar days of ratification, it shall inform the other party as soon as it becomes aware and a mutually agreeable date shall be scheduled.

Signed in the City of Ottawa, this _____ day of _____ 2021.

For the Ottawa-Carleton
District School Board


Chair of the Board


Director of Education/
Secretary of the Board

For the Professional Student
Services Personnel


President, PSSP


PSSP

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

AND

THE PROFESSIONAL STUDENT SERVICES PERSONNEL
OSSTF DISTRICT 25


Re: LOU MILEAGE – HOME BASE

The Parties agree to meet within 90 days of local ratification to discuss the feasibility/logistics of establishing an additional home base(s) for the purposes of mileage calculation.


In the event that either party is unable to meet within 90 calendar days of ratification, it shall inform the other party as soon as it becomes aware and a mutually agreeable date shall be scheduled.

Signed in the City of Ottawa this ____ day of _____ 2021.

For the Ottawa-Carleton
District School Board



Chair of the Board




Director of Education/
Secretary of the Board

For the Professional Student
Services Personnel



President, PSSP



PSSP

LETTER OF UNDERSTANDING

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

AND

THE PROFESSIONAL STUDENT SERVICES PERSONNEL
OSSTF DISTRICT 25

Re: JOINT COMMITTEE RE: JOB MARKET/SALARY STUDY

The parties agree to establish a joint committee in order to jointly commission a job market/salary study for the purposes of reviewing/determining relevant external salary comparators for the Bargaining Unit positions of Psychologist, Speech Language Pathologist and Social Worker.

- (a) The committee shall consist of three (3) representatives from the Local and three (3) representatives from the Employer.
- (b) The first meeting of the committee shall occur no later than 120 days following the ratification of the local agreement.
- (c) The mandate of the committee shall be to agree on the Terms of Reference for the commission of a job market/salary study and on a third party to engage for the purposes of carrying out the study.
- (d) The parties shall split the cost of the job market/salary study evenly.
- (e) The parties shall make every reasonable effort to ensure that the third party study is completed by September 2022;
- (f) The parties shall meet within thirty (30) calendar days of the completion of the study to review the results and to discuss next steps.

In the event that either party is unable to meet within 120 calendar days of ratification, or within 30 calendar days of the study's completion, it shall inform the other party as soon as it becomes aware and a mutually agreeable date shall be scheduled.

Signed in the City of Ottawa, this _____ day of _____ 2021.

For the Ottawa-Carleton
District School Board

A handwritten signature in blue ink, appearing to read "D. Scott", written over a horizontal line.

Chair of the Board

A handwritten signature in blue ink, appearing to read "C. [unclear]", written over a horizontal line.

Director of Education/
Secretary of the Board

For the Professional Student
Services Personnel

A handwritten signature in blue ink, appearing to read "L. [unclear]", written over a horizontal line.

President, PSSP

A handwritten signature in blue ink, appearing to read "L. Gauthier", written over a horizontal line.

PSSP