



COLLECTIVE AGREEMENT

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
(hereinafter referred to as "the Employer")

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 25
PLANT SUPPORT STAFF UNIT
(hereinafter referred to as "the Bargaining Unit")

EFFECTIVE 1 SEPTEMBER 2019 TO 31 AUGUST 2022

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

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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 STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be

provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

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

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

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

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

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

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

f) Sick Leave and STLD 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 STLD 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 (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	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 (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <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 (OCDSB)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)

DISTRICT 25

PLANT SUPPORT STAFF UNIT (PSSU)

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PART B

OSSTF DISTRICT 25 – PSSU 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, Plant Support Staff 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, the other gender 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 in custodial services, maintenance and plant operations, cafeteria/food preparation services and student transportation/busing 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) students employed during the school vacation period(s); or
- (d) persons employed under a work incentive program.

Persons identified in Article L2.01 (d) shall not be placed in bargaining unit positions.

- L2.02**
- (a) In the event that the Employer creates a new position within the bargaining unit, the Employer shall establish the rate of pay for such position, subject to the right of the Union to grieve the established rate of pay.
 - (b) Prior to the implementation of a new position within the Bargaining Unit the Employer shall first consult the Union at the Labour Management Committee.

L2.03 All provisions of the collective agreement shall apply to regular full-time, regular part-time, and casual employees, with specific provisions and/or exclusions being provided for in the following articles:

Article L5
Article L15

Casual Employees
Sick Leave Administration

Article L17	Vacations with Pay
Article L18	Salaries
Article L19	Employee Benefits
Article L21	Uniforms
Article L25	Layoff and Recall

L2.04 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.

L2.05 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 modifications, pursuant to the Ontario Labour Relations Act.

L3.02 Notwithstanding the period of notice cited in Article L3.01, either party may notify the other, in writing within the period commencing 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, or variation in, procedures specifically set out in the terms of this collective agreement shall be in writing and by mutual consent of the parties.

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

For the purposes of interpreting the language of this Collective Agreement the following definitions shall be used:

L4.01 Employee

Is a person employed by the Ottawa-Carleton District School Board who is covered by this agreement and who falls within the scope of the Bargaining Unit as set forth in Article L2 (Recognition).

L4.02 Probationary Employee

Is an employee hired to work as a regular full time or regular part time employee and who is on probation for a period of one hundred (100) worked days.

L4.03 Bargaining Unit

Shall mean the Plant Support Staff Bargaining Unit, Ontario Secondary School Teachers' Federation, District 25.

L4.04 Collective Agreement/Agreement

Shall mean this collective agreement between the Ottawa-Carleton District School Board and the Ontario Secondary School Teachers' Federation representing the Plant Support Staff of the Ontario Secondary School Teachers' Federation, District 25.

L4.05 Employer/Board

Shall mean the Ottawa-Carleton District School Board.

L4.06 Member

Shall mean a member of the Bargaining Unit.

ARTICLE L5 - CASUAL EMPLOYEES

L5.01 A casual employee is defined as an employee who is employed on a temporary basis to replace a full-time, or regular part-time employee, or for a specific purpose, project or assignment, including seasonal work.

L5.02 Casual employees shall be covered by the following provisions of this Agreement with specific exceptions and/or exclusions provided for in specific articles:

Purpose	Recognition
Term and Amending the Agreement	Definitions:
Strikes and Lockouts	-Bargaining Unit
Management Rights	-Agreement
Union Representation	-Employer/Board
Paid Holidays	-Member
Safety Provisions:	-Employee
- Articles L20.01 to L20.03	No Discrimination
- Articles L20.06 to L20.08	Union Security

Seniority
Human Resources Files
Job Posting and Staffing
General

Union Leave
Salary Schedule:
- L18.01, L18.02, L18.06, L18.07
Local Grievance/Arbitration Procedure

ARTICLE L6 - STRIKES AND LOCKOUTS

L6.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the Ontario Labour Relations Act.

L6.02 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 Plant Support Staff 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 L7 - NO DISCRIMINATION

L7.01 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 citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, and record of offences, as these terms are defined by the Human Rights Code, political affiliation, or by reason of membership or non-membership in the Union.

ARTICLE L8 - MANAGEMENT RIGHTS

L8.01 The Union recognizes that all management rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement. Without limiting the foregoing, the Union acknowledges that it is the exclusive function of the Employer to hire and promote, layoff; or demote, transfer, suspend, discipline, or discharge for just cause any employee, subject to the right of the employee to submit a grievance. In exercising its management rights the Employer will not act in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE L9 - UNION SECURITY

L9.01 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.

L9.02 Union Dues

The Employer shall deduct union dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF dues owing. The Union agrees to provide the Employer with at least four 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.

L9.03 The OSSTF dues deducted in Article L9.02 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 which the deductions were made.

L9.04 The Employer shall deduct membership dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF membership dues owing. The Union agrees to provide the Employer with at least four 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.

L9.05 All membership dues deducted in Article L9.04 shall be remitted to the Union, c/o The Treasurer of OSSTF District 25 at 9 Corvus Court, Ottawa, Ontario K2E 7Z4 no later than the 15th day of the month following the month which the deductions were made.

L9.06 For the purposes of remitting fees in accordance with Articles L9.03 and L9.05 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.

L9.07 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.

L9.08 The Employer will provide the Union with a copy of the notification of employment for each new hire including the employee's name, job category and job location.

L9.09 The Employer shall provide the Union with a copy of all staffing notifications with respect to exchanges, layoff notices, appointments, promotions, retirements, resignations, recall notices, and acting assignments issued to newly hired and current members of the Bargaining Unit on the date upon which notification was issued to the employees. In addition, the Employer agrees to provide a copy of the casual replacement list and a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provisions covered by this Agreement.

All such notifications shall be sent electronically. When a hard copy is sent to an employee, a hard copy shall be forwarded to the Bargaining Unit. The Employer will also make available an electronic self-service report that can be accessed by the Union as required.

- L9.10** The Employer shall provide bulletin boards in each location for posting notices of interest to Union members.

ARTICLE L10 - UNION REPRESENTATION

- L10.01** The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist and/or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

- L10.02** 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 additional members of the Union Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal seventeen percent (17%) of employee's salary.

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 up to three (3) representatives of the bargaining unit and up to three (3) representatives of the Employer, for the purpose of improving communications between the Parties to the Agreement and discussing matters of mutual concern.

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

The Labour Management Committee shall consider and attempt to resolve all problems of mutual concern with the object of promoting positive relationships between the Employer and Employees. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement.

Either Party may request a meeting which shall be convened within fifteen (15) days of the request or at a time mutually agreeable to the Parties.

An Employee who is a representative 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, one of whom shall be the President, 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.

L10.03 The Employer acknowledges the right of the Bargaining Unit to appoint, elect, or select Branch Representatives from various areas. The Bargaining Unit shall keep the Employer informed in writing of the names of its Branch Representatives.

ARTICLE L11 - UNION LEAVE

L11.01 (a) Local District 25

- (i) The Employer agrees that the President and/or Bargaining Unit Officer shall be released from 100% of their duties in order to undertake their responsibilities. The number of leaves required, either one (1), two (2), or three (3) shall be indicated to the Board prior to June 15th.

Effective July 1, 2021, the Bargaining Unit shall be entitled to release a third Bargaining Unit Officer who will be released from 100% of their duties in order to undertake their responsibilities. In years when the Bargaining Unit has a third release officer, the parties agree that one (1) of the three (3) Officers shall serve on the Joint Health and Safety Committee and be responsible for performing the assigned duties required by the Occupational Health and Safety Act in accordance with Article L20. In such circumstances, the Employer agrees to reimburse the Bargaining Unit up to three (3) days per month to attend meetings of the Joint Health and Safety Committee.

- (ii) The parties agree that District 25 Plant Support Staff Bargaining Unit agrees to reimburse the Employer for the full cost of salaries and benefits for each of the President and Bargaining Unit Officer(s) respectively.
- (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. The Union shall assume the cost of vacation credits accumulated while on leave.
- (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 L25 (Layoff and Recall).
- (vi) The contact for reporting sick leave usage by employees on Union Leave shall be the Human Resources officer, as designated from time to time.
- (b) The Union shall be entitled to up to one hundred and twenty (120) equivalent days leave per year with no more than 20 days for any one individual in any one year, to be taken in blocks of not less than one-quarter (1/4) days in order to conduct Union business. Leave shall be taken only with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the immediate supervisor, submitted to the Superintendent of Human Resources with a minimum of three (3) days notice. The Union agrees to reimburse the Employer for the cost of salary and benefits for such leaves. Where applicable, the benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

L11.02 Provincial

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 OSSTF at the provincial level.

Such leave shall be granted under the following conditions:

- (a) In a school year a maximum of two (2) leaves shall be available.
- (b) The Union shall notify the Employer as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for two (2) years.
- (c) 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 L25 (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 seventeen percent (17%) of the employee's salary.

L11.03 The Employer may grant a leave of absence of up to one (1) year to a member of the Union who has been seconded to serve in a position at OSSTF Provincial Office. Such leave shall be requested no later than one month from the start date of the secondment. 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 L25 (Layoff and Recall).

ARTICLE L12 - LEAVES OF ABSENCE WITH PAY

L12.01 General Conditions

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

- (a) Without interruption of seniority or experience credit.
- (b) Without deduction of sick leave credits.
- (c) An employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period.
- (d) Upon request by the employee's Supervisor, acceptable evidence verifying the need for the absence will be provided by the employee.

L12.02 Compassionate Leave

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

- (a) Up to five (5) consecutive work 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. The employee may use one (1) of the days to attend a funeral, burial, memorial service or celebration of life scheduled at a later date.
- (b) Up to three (3) consecutive work days in the event of the death of any of the following: grandparent, brother-in-law, sister-in-law. The employee may use one (1) of the days to attend a funeral, burial, memorial service or celebration of life scheduled at a later date.
- (c) One (1) day to attend the funeral or memorial service in the event of the death of the following: uncle, aunt, nephew, niece or a close personal friend, upon written request filed with the employee's supervisor.
- (d) Leave with pay will be granted for up to three (3) days per work year in the event of the serious illness of a spouse, child, parent, or sibling to arrange for alternate care.

In extenuating circumstances, additional leave without pay may be granted by the Superintendent of Facilities, or designate.

L12.03 Quarantine

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.

L12.04 Court Leave

Leave with pay 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 part nor one of the persons charged, provided the employee remits any fees (not including reimbursed expenses) to the Board. Employees may access vacation leave to attend any court proceeding where the employee is not otherwise eligible for leave under this article. Such vacation leave, when used shall not be deducted from the fifteen (15) days under Article L17.07 (b).

L12.05 Religious Holy Days

Leave with pay shall be granted for recognized Religious Holy Days to a maximum of three (3) days in any one year.

L12.06 Special Leave

- (a) One (1) day special leave with pay shall be granted in any work year by the Supervisor for matters of urgent or essential personal business, which shall include one day for the moving of personal effects, upon written request filed with the employee's Supervisor/Manager. This leave shall be in addition to leaves provided for in Article L12.02.

Request for special leave shall include the reason and shall be submitted at the time the employee is aware of the need for the leave.

- (b) In extenuating circumstances, up to two (2) additional days leave without pay may be granted by the Supervisor of Operations/Maintenance.

L12.07 Injury on Duty Leave

An employee who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety 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 L13 - PREGNANCY/PARENTAL/ADOPTION LEAVE

L13.01 Pregnancy Leave

Pregnancy Leave of up to 17 weeks without pay shall be granted in accordance with the Ontario Employment Standards Act upon written request provided that:

- (a) the employee has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;

- (b) the employee provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave.
- (c) the employee notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave;
- (d) an employee may return to work prior to conclusion of the leave period subject to the provisions of the Ontario Employment Standards Act and provided the employee gives to the Employer no less than four (4) weeks written notice of the day on which the leave is to end.

L13.02 Pregnancy Leave SEB Plan

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

- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

L13.03 Parental/Adoption Leave

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

L13.04 Adoption Leave SEB Plan

- (a) 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 95% of the employee's salary. Commencing with the third week of leave, employees granted adoption leave shall be entitled to receive a fifteen (15) week benefit of \$75.00 per week.

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

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

L13.05 General Provisions for Pregnancy or Parental/Adoption Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental/adoption leave.
- (b) Seniority shall continue during any term of pregnancy or parental/adoption leave.
- (c) The Employer agrees to continue to pay the employer's portion of benefits and OMERS during the pregnancy or parental/adoption leave provided the employee agrees to pay the employee's portion of the costs by pre-authorized debit. Should the employee opt to discontinue coverage of any or all benefits upon the commencement of the pregnancy or parental/adoption leave, such coverage will cease upon commencement of the leave and will be reinstated only upon the employee's return to regular employment.
- (d) At the discretion of the Employer, pregnancy or parental / adoption 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/adoption leave.
- (f) Subject to the Layoff and Recall provisions of Article L25 the Employer may not terminate an employee entitled to pregnancy, parental/adoption leave and the employee returning from pregnancy, parental/adoption leave shall return to their previous position, if it exists, or a comparable position.
- (g) Vacation credits shall continue to accumulate for the employee during the time of pregnancy or parental/adoption leave.

L13.06 Leave Without Pay Following Pregnancy/Parental/Adoption Leave

- (a) An employee may request an extended leave of up to two (2) years. Such leave shall be granted by the Employer and shall be considered to include any pregnancy, parental/adoption leave granted. The Employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin. Where an employee is on leave without pay following pregnancy/parental/adoption leave the employee may, where applicable, elect to continue benefits coverage in accordance with C10.0 Benefits of the Central Agreement, except Long Term Disability.
- (b) Subject to the Layoff and Recall provisions of Article L25, an employee returning from leave shall return to her/his previous position/location if it exists, or a comparable position.

L13.07 Non-Birth Parent Leave

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

ARTICLE L14 - LEAVES OF ABSENCE WITHOUT PAY

L14.01 After the completion of two (2) years of continuous employment in a regular position with the Employer, a leave of absence without pay of up to one year may be granted to a regular employee. Employees wishing to take a leave of absence must submit a written request four (4) weeks in advance of the commencement date to the Human Resources Officer (Administrative and Support), setting the dates of commencement of leave and return from leave. Such leave shall not be unreasonably denied.

Notwithstanding the above, in exceptional circumstances, the four (4) weeks notice period may be waived with the mutual agreement of the employee and the employer.

L14.02 A leave of absence without pay shall be renewed for a second successive year upon the mutual agreement of the Employer and employee.

L14.03 Subject to the layoff and recall provisions of this agreement, an employee returning from a leave of absence without pay shall be reinstated in the position/location held prior to leave, or to a comparable position if that position no longer exists.

L14.04 Subject to the terms and conditions outlined in Article C10.0 Benefits of the Central Agreement, where applicable, all benefits, excluding LTD, held by an employee at the commencement of leave without pay may be continued during such authorized leave by the employee.

L14.05 An employee may, at the discretion of the Employer, return early from a leave of absence without pay upon giving four (4) weeks notice of the new date of return.

ARTICLE L15 - SICK LEAVE ADMINISTRATION

L15.01 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 one (1) hour before the scheduled starting time of his/her day shift or not later than three (3) hours before the scheduled starting time of his/her evening shift.

L15.02 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.

L15.03 The Employer reserves the right to require a medical certificate to support the need for any leave of absence of:

- (a) more than three (3) consecutive days absence;
- (b) more than ten (10) days absence in any year

The medical certificate shall provide sufficient information to allow the Employer to determine an estimated date of return to work and any accommodation, if necessary, which the employee may require upon his/her return to work.

The cost for such certificate shall be paid by the Employer.

Administration of Sick Leave Plan

L15.04 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 Deductions

L15.05 An employee is eligible for sick leave pay when he/she is unable to perform his/her regular duties because of illness or injury, and provided that:

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

ARTICLE L16 - PAID HOLIDAYS

L16.01 The following will be recognized as paid holidays to be paid for at the regular rates:

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

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

Notwithstanding Article L16.01, the holiday pay paid to term and casual employees under this Article for a given public holiday shall be in accordance with the calculation provided for in the Employment Standards Act, that is:

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

L16.02 Regular employees will receive one leave adjustment day between 25 December and 1 January in lieu of Remembrance Day. Subject to the Director of Education's approval, bargaining unit members may be entitled to further leave adjustment days during this period.

L16.03 Employees whose work schedule terminates prior to the 1 July holiday or commences after the Civic Holiday shall only be paid for the holidays which fall within their normal work schedule subject to the conditions of Article L16.05.

L16.04 Where a statutory holiday falls other than on a scheduled work day, the Employer may designate some other day upon which to observe the holiday or the Employer may elect to pay the Employee as though it had fallen on a regular working day.

L16.05 Where a statutory holiday falls during an Employee's approved vacation period, it shall not be deducted from the Employee's vacation entitlement.

L16.06 Employees shall not receive holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday.

L16.07 Notwithstanding Article L16.06, when the scheduled school year begins before Labour Day and regular employees who are other than twelve (12) month employees are scheduled to work those days, they shall be paid for the Labour Day holiday.

ARTICLE L17 - VACATIONS WITH PAY

L17.01(a) Regular full-time employees shall earn vacation with pay according to their completed active service with the Employer, calculated as of the employee's anniversary date of hire each year in accordance with the following:

Service (as at anniversary date)

Less than one (1) year
 One (1) year or more
 Six (6) years or more
 Seven (7) years or more
 Eight (8) years or more
 Nine (9) years or more
 Ten (10) years or more
 Twelve (12) years or more
 Fourteen (14) years or more
 Sixteen (16) years or more

Paid Annual Vacation

1.25 working days for each full month of employment
 fifteen (15) working days
 sixteen (16) working days
 seventeen (17) working days
 eighteen (18) working days
 nineteen (19) working days
 twenty (20) working days
 twenty-one (21) working days
 twenty-two (22) working days
 twenty -three (23) working days

Eighteen (18) years or more

twenty-five (25) working days

- (b) Ten (10) and eleven (11) month regular full-time employees shall be granted vacation leave on a pro-rated entitlement in accordance with the above schedule.
- (c) Regular part-time employees shall be entitled to 6% of earnings as vacation pay.

L17.02 Vacation credits shall be credited as of 1 September for the current vacation period. For newly hired employees, after six months employment, unearned vacation leave may be anticipated for the remainder of the vacation period. Employees who return to work from unpaid leave or who are recalled after 1 September shall be credited with their vacation leave as of the date of return and shall be credited the appropriate vacation, prorated for the time worked for the remainder of the vacation period.

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

L17.03 Where preference is to be given in the scheduling of vacation, the person with the most seniority shall be given first preference. The Employer will endeavor to schedule leave in an unbroken period of at least two (2) weeks. Approved vacation leave may only be changed by mutual agreement between the employee and the appropriate supervisor.

L17.04 Vacation leave entitlement not used in the year earned may be carried over until 31 August of the following year. Vacation entitlement not used shall be paid out. Permission to carry over more than 5 vacation days must be authorized by the appropriate supervisor.

L17.05 The maximum allowable vacation leave credit at the time of resignation or retirement of an employee shall be the number of unused days of leave earned during the current year plus up to the previous year's entitlement if the carryover was previously approved as outlined above. Payment for these credits shall be based on the employee's annual salary rate at the time of departure.

L17.06 Vacation leave credits shall not accrue during any month in which an employee does not work and is not paid for at least one-half the available working days in the month.

- L17.07**
- (a) The Employer reserves the right to determine the periods during which vacations may be scheduled.
 - (b) Subject to operational requirements, all non-probationary regular employees shall be allowed to request up to fifteen (15) days vacation outside the normal school break periods.

L17.08 Employees (other than twelve (12) month employees) shall be required to use vacation leave during the Christmas Break and March Break. Remaining vacation shall be taken prior to 30 June of each year. Where the supervisor determines that such vacation cannot be scheduled prior to 30 June, it shall be paid to the employee on their last pay cheque in June.

L17.09 An employee who is confined to hospital, or who suffers a bereavement in the immediate family during scheduled vacation shall, upon presentation of acceptable verification, be permitted to

reschedule an equivalent number of vacation days at a time mutually agreed upon between the employee and the appropriate supervisor. The Employer reserves the right to request verification.

L17.10 In the event of the death of an employee, vacation pay otherwise due to such employee under this Article shall be payable to the employee's estate.

L17.11 RPT employees who elect to work in summer assignments shall be entitled to request up to two weeks of unpaid leave for vacation purposes without a loss of their RPT assignment.

ARTICLE L18 - SALARY

L18.01 Salaries in accordance with Appendix A shall form an integral part of this Agreement.

L18.02 Method of Pay

Employees shall be paid bi-weekly according to their job classification in Appendix "A", 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 make records of earnings available to employees electronically.

L18.03 Placement on Grid

- (a) Employees with the appropriate work experience hired into job classes where the Employer normally requires a regulated trade license will be placed at Step 3 of the salary schedule for the position.
- (b) Regular part-time Custodians reclassified to regular full-time Custodian who have at least one (1) year current work experience as a regular part-time Custodian with the OCDSB will be placed at Step 2 of the salary schedule for the Custodian classification.

L18.04 Increments

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

For greater clarity, the annual increment date shall only be adjusted to reflect the following periods; leaves of absence without pay, long term disability and lay off.

L18.05 Acting Pay

Where a regular employee is directed by the Employer to temporarily assume the duties and responsibilities of another position, which carries a higher classification, for a period of at least twenty (20) consecutive working days, the employee shall be eligible to receive acting pay at the step in the wage range of the higher position which would represent additional compensation equivalent to at least one (1) increase on the current wage grid and which shall be retroactive to the start date of the acting pay assignment.

Note: the period of time to qualify for an Acting Pay assignment will be known as the 'qualifying period' for purposes of this article.

Absences of one (1) day or less will not break the continuity of service but the days absent will not be included as part of the continuous qualifying period. This includes absences provided for under Article L11.01 (b) – Union Leave.

Absences provided for under Article L10 – Union Representation, and Article L12.02 – Leaves of Absence with Pay (Compassionate Leave Only) will not break the continuity of service and will be included in the continuous qualifying period.

L18.06 Correction of Errors

In the event of an error in salary, the Employer may make the appropriate adjustment equal to the amount required to correct the amount over or under paid within one (1) year of when the error was discovered but no more than two (2) years from when the error occurred. Where correction of an error requires that an employee repay an amount in excess of \$200.00, a schedule of payment shall be determined by mutual consent of the Board and the employee.

L18.07 Deductions

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

L18.08 Regular part-time employees' who work summer assignments shall receive continuous pay for the regular hours worked in the summer assignment. There shall be no requirement for timesheets for these assignments for regular hours worked.

ARTICLE L19 - EMPLOYEE BENEFITS

Information regarding employee benefits can be found in Article C10.0 Benefits - of the Central Collective Agreement.

L19.01 Eligibility for Benefits

- (a) All regular part-time employees working half time or more shall be eligible for the benefit plans in accordance with Article C10.0 Benefits - of the Central Collective Agreement.
- (b) All regular part-time employees working less than half time shall be entitled to a payment in lieu of benefits calculated as 5% of regular earnings in accordance with Article C10.0 Benefits - of the Central Collective Agreement.

L19.02 Long Term Disability Plan

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

L19.03 Benefit Plan Policies

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 L20 - SAFETY PROVISIONS

L20.01 It is mutually agreed that both Parties will cooperate in the prevention of accidents, and with such promotion to safety and health as is deemed necessary and will endeavor to inform themselves of safety regulations.

L20.02 The parties recognize that the Joint Occupational Health and Safety Committee, as established by the Employer, is governed by the Occupational Health and Safety Act and Regulations.

The parties further recognize Plant Support Staff Unit representation on this committee.

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

L20.03 Where a Bargaining Unit member who serves on the Joint Occupational Health and Safety Committee has the approval of the Superintendent of Facilities and Physical Planning, or designate, to be absent from work to perform assigned duties required by the Occupational Health and Safety Act, a replacement shall be hired by the Employer.

L20.04 The parties agree that the provisions of the Occupational Health and Safety Act will determine which employees shall be deemed to execute managerial functions for the purposes of the legislation.

L20.05 Regulatory/mandatory health and safety training will normally be done during scheduled work hours, without release time.

L20.06 (a) Prior to the Board's introducing a new substance, material, agent or chemical into the workplace environment, the Plant Testing Committee will review such substance, material, agent or chemical regarding its ingredients and/or properties.

(b) The parties agree the Plant Support Staff Unit will be entitled to the same representation on the committee as other individual employee groups and one additional representative. Bargaining Unit representatives will be appointed by the Bargaining Unit.

L20.07 The Plant Testing Committee shall review an existing substance, material, agent or chemical where it is brought forward by a member of the Committee.

L20.08 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, with the exception of safety footwear.

Effective September 1, 2021 the employer will reimburse two hundred and fifty dollars (\$250.00) for safety boots or actual cost, whichever is lesser or one hundred and fifty dollars (\$150) for safety shoes or actual cost, whichever is lesser once every two (2) years or as required, toward the purchase of approved safety footwear for employees who are required to wear safety footwear as approved and determined by the Director of Education or designate. Employees are required to provide proof of purchase in order to be reimbursed.

ARTICLE L21 - UNIFORMS

L21.01 The Facilities Department will provide an annual uniform budget to divisions based on the number of uniformed employees within the division.

Each eligible employee will be allotted an annual uniform allowance determined by classification. Employees have discretion to select approved uniform components to meet work related clothing needs and appearance standards within the provided allocation.

- (a) Effective September 1, 2021 a newly hired employee (including casual employees) will be provided an initial allocation of five (5) uniform items, unless otherwise stated herein.
- (b) Effective September 1, 2021 Maintenance employees whose duties may subject them to arc flash hazards, shall be provided with arc flash uniforms consisting of three (3) fire retardant pants and five (5) fire retardant shirts. Employees are responsible for laundering arc flash uniforms.

L21.02 Coveralls, rubber boots, rain gear and working gloves will be provided to each site as required for the use of employees. Coveralls will be made available to Maintenance staff as required.

L21.03 Uniforms for Cafeteria Worker, Cook, Housekeeper will be provided to each employee at the site for use as required.

L21.04 The Employer shall provide appropriate alternative choices to an employee who has a medical condition, supported by medical documentation, which prevents the employee from wearing the standard uniform. Any such request for an accommodation shall be initiated through Employee Wellness and Disability Management.

L21.05 All employees who are issued uniforms shall be required to wear such uniforms when at work in accordance with the Facilities Standard Operating Guidelines. All uniforms shall be cleaned and maintained by the employee.

Employees are expected to wear appropriate and well maintained personal clothing while at work.

L21.06 OCDSB uniforms are to be disposed in accordance with the Facilities Standard Operating Guidelines.

ARTICLE L22 - HOURS OF WORK

L22.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days worked per week.

L22.02 (a) Full time employees: The regular work week shall consist of five (5) eight (8) hour days, Monday to Friday, inclusive. The foregoing does not preclude the scheduling of additional shifts on weekends.

(b) Part time employees: The regular work week for part time employees shall consist of not more than five (5) days totaling less than forty (40) hours, Monday to Friday, inclusive. The foregoing does not preclude the scheduling of additional shifts on weekends.

(c) Regular Part-time employees (Weekend Work): All weekend work that is available shall be offered to RPT employees on staff before assigning the available work to any other employee.

L22.03 Regular Work Day - Full-Time employees

(a) Day Shift: Eight (8) consecutive hours, between 6 a.m. and 4 p.m. excluding an unpaid meal period of a minimum of one-half (1/2) hour to a maximum of one (1) hour, subject to scheduling demands of the site.

(i) The Chief Custodian is required to include in her/his scheduled work day any periods of time when students are in attendance at school. Such provision shall include "Day Care" at sites where they operate and such provision shall be subject to the "Regular Work Day: Full-Time Employees" provisions otherwise contained in Article L22.03.

(ii) The Chief Custodian is required to include in her/his scheduled day a period of time with the afternoon shift employees to fulfill the Chief Custodian responsibilities regarding these employees.

(iii) Where in consultation with the Principal and Chief Custodian, the Area Supervisor determines that the above noted provisions can be met and a one-half (1/2) hour lunch is possible, arrangements to amend the lunch period shall be made.

(b) Afternoon Shift: Eight (8) consecutive hours between 2:30 p.m. and 12:00 midnight, excluding an unpaid meal period of one-half (1/2) hour.

(c) Exceptions to the regular work day and/or regular work week for full-time employees may be continued. New exceptions to the regular work day and/or regular work week for full time employees must be mutually agreed by the Union and employer, exclusive of exceptions for the Administrative buildings and buildings which involve joint use agreements with municipalities.

(d) Full-time employees shall be permitted a rest period of fifteen (15) consecutive minutes in each of the first and second halves of a shift.

L22.04 Regular Work Day : Part-Time Employees

- (a) Hours of work for part time employees shall be consecutive.
- (b) Employees shall be permitted a rest period of fifteen (15) consecutive minutes for each four (4) hours of work.

L22.05 The following classifications shall be day shift employees: Chief Custodian, Floater Custodian, Part-time Custodian, Custodian, Replacement Custodian, all Cafeteria/Kitchen positions, all Trades and Maintenance positions unless specified herein.

L22.06 The following classifications shall be afternoon shift employees: Custodian, Part-time Custodian, Custodian Lead Hand, Floater Custodian and Painter/Plasterer.

L22.07 School Vacations

During the school vacation periods, Summer Break, Christmas Break, March Break and examination time, the Employer will make every effort to suspend the afternoon shift and assign the employees, who are scheduled to work, to the day shift. In extenuating circumstances where an employee expresses the need to stay on the afternoon shift, the Employer will attempt to accommodate the employee.

L22.08 Emergency Conditions

Shift starting and completion times may be subject to changes as required by unusual operation exigencies and emergency conditions.

L22.09 Shift Rotation

Where the Employer has identified a requirement to have a custodian on a rotational shift at a work location, evening custodians at the location will have the opportunity to work shifts on a rotational basis with other custodians working at that location.

In the event that there is no interest amongst the custodial staff in working shifts on a rotational basis with other custodians working at that location, the least senior (as defined in Article L28 – Seniority) of those staff shall be assigned to work the rotational shifts.

ARTICLE L23 - OVERTIME

L23.01 Definitions:

Overtime is defined as authorized work in excess of forty (40) hours per week and which is compensated at premium rates as follows:

- (a) “time and one half” is 1.5 times the straight time hourly rate of the employee as specified in this agreement.

- (b) "double time" is twice the straight time hourly rate of the employee as specified in this agreement.
- (c) "call back" occurs when an employee is recalled to work overtime that has not been scheduled in advance, and does not apply to an employee replacing an absent employee.

- L23.02** Overtime shall be voluntary except in emergency situations which may disrupt normal operations or which may cause damage to the Employer's property and/or premises.
- L23.03** Overtime shall be compensated for at the rate of time and one-half the straight time rate for those hours worked (inclusive of any approved paid leave taken during the work week) in excess of forty (40) hours per week and at the rate of double the straight time rate for all hours worked on Sunday. Additional pay shall not be provided for overtime periods of less than one-half (1/2) hour per day. Nothing in this Collective Agreement shall permit the pyramiding of overtime for any hours so worked.
- L23.04** Employees may substitute time off in lieu of overtime work, for overtime worked for the purposes of his/her regular position, when mutually agreeable. Time off shall be on the same basis as the overtime was earned and shall be scheduled at a mutually agreeable time. If no mutually agreeable time is designated within thirty (30) days of the time the overtime was earned, the employee shall be paid the appropriate rate.
- L23.05** Employees who are required to perform security checks as part of their normal duties shall be paid for a minimum of one and a half (1.5) hours at the applicable rate.
- L23.06** An employee who is "called back" shall be paid a minimum of three (3) hours at the appropriate rate of pay.
- L23.07** Full-time employees who work four (4) hours or more of overtime immediately following their regular shift, shall receive a meal allowance of \$10.00.
- L23.08** Employees who are required to work on a public holiday shall be paid overtime at the rate of one and one half time. This overtime payment will be in addition to being paid for the holiday in question.

ARTICLE L24 - JOB POSTINGS AND STAFFING

L24.01 Definitions

"Vacancy" shall mean a position that is new or in an existing classification, which the employer intends to fill. A position is vacant or deemed to be vacant when the employee previously occupying it has resigned, retired, been dismissed, promoted, transferred, or demoted or a new position has been established by the Employer.

A "job classification" shall mean all job titles within the same salary level.

A "promotion" shall mean appointment to a position at a higher job classification.

A "transfer" shall mean a transfer to a position at the same job classification or to a lower job classification as follows: RPT to RPT; RPT to Custodian; RPT to Floater Custodian; Custodian to Custodian; Custodian to Floater Custodian (and vice versa); Leadhand to Leadhand; Replacement Custodian to Replacement Custodian; Chief Custodian 3 to Chief Custodian 3; Chief Custodian 2 to Chief Custodian 2; and Chief Custodian 1 to Chief Custodian 1.

An "eligibility list" shall mean a list of names of employees identified for promotion.

An "acting assignment" shall mean a position that exists where a regular employee is directed by the Employer to temporarily assume the duties and responsibilities of another position carrying a higher classification which is known in advance to be vacant for a minimum period of twenty (20) working days and up to six (6) months.

A "term position" is defined as a position where the current employee is on leave for six (6) months or more; or a position which may be created for a defined term which may be recurring from year to year to fulfill a specific requirement, project or assignment, including seasonal work carried out in schools. Such term positions shall be for a maximum of twelve (12) months and may be extended by written agreement of the Union.

L24.02 General

- (a) Postings will be published each Wednesday and will close the following Monday at noon. For the purposes of vacancies identified during the summer months, there will be two posting periods as identified and advertised annually. Regular postings will resume on the Wednesday prior to the first day of school in September.
- (b) When the employee is chosen for the position, the employee shall normally assume the new position within five (5) working days or less unless otherwise agreed to between the Union and the Board. Transfers resulting from summer postings will take effect on the Monday one full week prior to the first day of the new school year.
- (c) A probationary employee or an employee who has been formally advised in writing by the Manager of Facilities or designate that her/his performance does not meet expected performance criteria and who has been placed under review shall not be eligible for a transfer or a promotion.
- (d) In order to implement the staffing provisions, the Employer may temporarily fill vacant or newly created positions with a casual employee.
- (e) Where an employee requests a voluntary downward transfer (i.e. transfer to a position at a lower job classification), the appropriate amendments to compensation will be implemented to reflect the new classification.
- (f) Transfer requests to lower job classifications shall be considered as part of the transfer process; however, a transfer request out of a Position of Responsibility (POR) into a position that is not considered a POR will require the employee to complete a recertification process before again becoming eligible for a position of responsibility previously held.

- (g) An external candidate appointed to a term vacancy shall be considered a casual employee who is a member of the bargaining unit. Notwithstanding the forgoing, an external candidate who is hired into a term vacancy in a job class where the Employer normally requires a regulated trades license will be classified as a Term employee. The terms and conditions of employment for such term employees are covered under a Letter of Understanding.

Positions of Responsibility (POR)

L24.03 Process for Eligibility for POR

- a) On date(s) to be determined annually, employees will have the opportunity to apply to become eligible for POR.
- b) Employees wishing to be considered for a POR will be required to submit an application for a Request for Promotion. The Union will receive an electronic copy of the list of all employees who submitted an application for POR.
- c) The Employer will short-list employees and they will be required to participate in a consistent comprehensive selection process, as determined by the Employer. The selection process will include a written test, a practical application of knowledge test, an interview, and the most recent performance evaluation.
- d) Employees who successfully complete the process will be placed on the POR eligibility list in order of seniority.

The POR eligibility list shall be blended based on seniority order and starting with the most senior employee, published, and shall take effect by the Monday of the first week in June or within sixty (60) days of completion of the POR process, whichever arrives sooner.

L24.04 Postings for POR

- a) POR vacancies shall be posted and filled in the following order:

- (i) requests for a lateral transfer, in order of seniority (Note: employees who elect a lateral transfer will not be eligible for another lateral transfer for six (6) months from their start date in the position; under normal circumstances, employees cannot elect to laterally transfer into term assignments.

- (ii) offered to members on the recall list, in order of seniority, subject to Article L25 (Layoff and Recall); then

- (iii) applications from members on the POR eligibility list, in order of seniority.

- (b) The employee identified in accordance with Article L24.04 (a), by their request/application, will be deemed to have accepted the position.
- (c) In the event that there are no applicants from the POR eligibility list, the Employer will draw from the new POR eligibility list as of May 1st. In the event that the POR eligibility

list(s) are exhausted, the position will be filled as an acting or term assignment until the next POR eligibility list is established.

- (d) Effective September 1, 2021 – All employees, if interested, should apply to Postings for POR. If the position cannot be staffed as per L24.04 (a) the assignment will be filled as a term without being reposted. The term position(s) will then be filled in accordance with L24.05.

L24.05 Acting/Term Assignments - POR

- (a) Employees on the POR eligibility list, in order of seniority within each descending classification, will be offered an acting assignment in a higher classification.

Acting Pay will be paid in accordance with Article L18.05 Acting Pay.

Term assignments will be posted and filled in accordance with L24.04 and then L24.09(c).

- (b) Where an employee accepts an acting or is in a term assignment in a POR, his/her name will remain on the POR eligibility list.
- (c) An employee appointed to an acting or term assignment shall maintain the right to return to his/her original position held prior to the acting/term assignment, if it exists, upon completion of the acting or term assignment. If the original position does not exist, the employee shall be subject to Article L25 (Layoff and Recall).

L24.06 Posting for Regular or Term Custodians (Including Floater and RPT)

- (a) Vacancies will be posted and shall be filled in the following order:
 - (i) requests from regular custodians applying for a transfer as defined in Article L24.01, in order of seniority;
 - (ii) offered to members on the recall list, in order of seniority, to a position that does not increase the employee's status.
 - (iii) applications from casuals on the RPT eligibility list as per (c) below.
- (b) The employee identified in accordance with Article L24.06 (a), by their request/application, will be deemed to have accepted the position.
- (c) Upon completion of the casual training/hiring process, the employees hired on a casual basis will be eligible for hire to an RPT position. Order of placement on the RPT eligibility list will be determined by the employer.
- (d) Employees who elect a lateral transfer will not be eligible for another lateral transfer for six (6) months from the earlier of their start date in the position. Regular Part Time Custodians are eligible to transfer as opportunities arise where such transfer represents an increase in status.

L24.07 Acting/Term Assignments – other than POR

- (a) An employee in an acting or term assignment shall maintain their right of return to his/her original position held prior to the acting/term assignment, if it exists, upon completion of the acting/term assignment. If the original position does not exist, the employee shall be subject to Article L25 (Layoff and Recall).
- (b) Acting Pay will be paid in accordance with Article L18.05 Acting Pay.
- (c) Where an employee has temporarily assumed the responsibilities of another position which is not known in advance to last for a minimum of twenty (20) days, and the position's status subsequently changes to an acting assignment, the employee shall remain in the assignment for a maximum period of up to six (6) months. The Employer shall fill the subsequent position in accordance with this article when the Employer becomes aware of the extended absence.

L24.08 Summer and other School Break Assignments

- (a) Positions that exist during the summer school break shall be offered to less than full time employees who elect to work, in seniority order.
- (b) Positions that exist during the normal school break periods shall be offered to less than full time bargaining unit members who request such assignments and who meet the Board's qualifications and capability requirements for the position, on a seniority basis.

L24.09 Maintenance, Cafeteria/Kitchen, Infant/Toddler/Pre-School Program Positions

- (a) Vacancies will be posted and shall be filled in the following order:
 - (i) offered to employees on recall; then
 - (ii) applications from qualified internal candidates; then
 - (iii) applications from qualified external candidates.

Vacancies will be filled in accordance with Article L24.02 (a) to (f).

- (b) No person will be eligible for appointment to a position in a trades classification requiring Ontario Trade Certification unless that person has satisfied all the provincial trade qualifications for the trade in question.
- (c) All applicants for posted positions shall be subject to identical selection and evaluation procedures. Positions will be filled on the basis of knowledge, skill, ability and qualifications. Where knowledge, skill, ability and qualifications are relatively equal, the candidate with the most seniority shall be selected.

ARTICLE L25 - LAYOFF AND RECALL

- L25.01** Should the Employer propose to amend staffing requirements in a manner which would result in a lay-off of employees, such proposals will be discussed by the Labour/Management Committee (Article 10.02) prior to implementation. The purpose of such discussions will be to

consider possible alternatives to layoffs including, but not limited to, early retirements and leaves of absence.

L25.02 Definitions

"Surplus Employee" shall mean an employee, other than a casual employee, who has been displaced from his/her position through the staffing process or whose hours or work have been reduced by more than thirty (30) minutes per shift.

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

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

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

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

L25.03 Job reduction shall be accomplished through normal attrition first, then the layoff and recall procedures shall apply.

L25.04 In the event of layoff, no Bargaining Unit member shall be treated in a manner which is inconsistent with the terms of this Article.

Notification

L25.05 When a decision is made to layoff, declare a position redundant, reduce the hours of a position, or close a school or department, the Employer shall notify the Union and each affected Bargaining Unit member, in writing.

L25.06 Employees who are to be laid off shall be given appropriate notice in accordance with the Employment Standards Act.

L25.07 The written notice of surplus or layoff shall be delivered personally by the Principal/Manager or Union Exempt designate. Should an employee be on a leave of absence, the written surplus/layoff notice and an updated seniority list shall be forwarded to the last known address by registered mail/courier.

L25.08 When it is determined by the Employer that an employee is no longer surplus or laid off, written notification of such shall be issued to the employee within fifteen (15) days of the date of determination.

Order of Layoff

- L25.09** (a) When a Bargaining Unit member is informed in writing of surplus or redundancy, he/she may exercise his/her right to retain a position with the Employer in accordance with this Article.
- (b) Layoff procedures shall be subject to the following order:
- (i) Casual employees, in order of service, beginning with the most junior shall be displaced to the Casual List;
 - (ii) Permanent employees in temporary assignments will be returned to their regular assignments;
 - (iii) Probationary employees in reverse order of date of hire;
 - (iv) Permanent employees, in order of seniority, beginning with the least senior.

Layoff Procedures

- L25.10** The following layoff procedures shall apply to regular permanent and probationary employees, including part-time custodians.
- L25.11** (a) The Employer shall identify those positions to be eliminated as a result of a decision to layoff, make a position redundant, or close a school or department, or reduce hours.
- (b) Employees occupying eliminated positions or positions with reduced hours shall be declared surplus, in accordance with Article L25.31.
- L25.12** The equivalent number of employees as were declared surplus in Article L25.11 shall be declared redundant on the basis of date of hire for probationary employees, beginning with the most recent date of hire, and on the basis of seniority for permanent employees, beginning with the most junior, and placed on the Temporary Redundancy List.
- L25.13** The Employer shall identify all vacancies by job classification which are created by attrition or created by placing the most junior employees on the Temporary Redundancy List.
- L25.14** All vacancies described in Article L25.13 shall be filled according to the following:
- (a) In order of seniority for permanent employees and in order of the least recent date of hire for probationary employees, each surplus employee who is not on the Temporary Redundancy List shall be displaced into a vacant position in his/her job classification and employment status, provided the surplus employee has the necessary qualifications, ability, knowledge and skill to perform the job;
 - (b) Failing Article L25.14 (a) the surplus employee shall be displaced into a position in his/her job classification and employment status which is held by the most junior employee and for which the surplus employee has the necessary qualifications, ability, knowledge and skill to perform the job;

- (c) The employee displaced in Article L25.14 (b) shall be declared surplus and shall continue through the displacement procedures, in order of seniority for permanent employees and in order of the least recent date of hire for probationary employees;
- (d) Failing Article L25.14 (c), the surplus employee shall be displaced into a lesser position in the next lowest job classification for which the surplus employee has the necessary qualifications, ability, knowledge and skill to perform the job, in accordance with the procedure set out in Article L25.14 until a position is attained by the employee;
- (e) Failing Article L25.14 (d), the surplus employee is added to the Temporary Redundancy List.

L25.15 All employees remaining on the Temporary Redundancy List after all vacancies have been filled, shall be notified in writing by the Employer and identified for the purposes of layoff.

L25.16 All remaining vacancies shall be posted in accordance with Article L24 (Job Postings and Staffing).

L25.17 Employees who exercise their bumping rights shall maintain their current increment dates.

Recall

L25.18 (a) In all cases of recall after layoff, employees shall be recalled in accordance with their seniority ranking provided they have the necessary qualifications, ability, knowledge and skill to perform the jobs available within the job classification.

(b) An employee with seniority who is laid off shall retain seniority and right of recall for the following period of months based on the employee's length of continuous service as follows:

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

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

L25.19 The Employer shall hire to fill future vacancies within the Bargaining Unit in accordance with Article L24 (Job Postings and Staffing).

L25.20 An employee who is given notice of layoff may, in writing, waive the right of recall and receive a severance allowance in accordance with the Employment Standards Act.

L25.21 If an employee who is subject to layoff or who is on recall, refuses an offer of employment of equal employment status, hours of work, and job classification on the permanent staff under these procedures, the Employer shall have no further obligation to the employee under this

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

- L25.22** All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- L25.23** Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee and shall require the employee to report to work on a date not earlier than seven (7) work days after the date of such notice. If the employee does not reply within said seven (7) work days or fails to report for work at the time and date specified in the notice, the employee shall be deemed to have terminated all recall rights and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the Employment Standards Act.
- L25.24** Those persons not recalled by the end of the recall period shall receive any severance payment to which they would normally be entitled in accordance with the Employment Standards Act.
- L25.25** An employee who is offered a term position will not lose recall rights. The employee's recall period shall be extended by the period of the term assignment.
- L25.26** Where an employee bumps into a lower job classification and the employee's salary earned at the time of being declared surplus is higher than the maximum of the salary range of the lower job classification, the employee's salary will be red-circled and frozen for a period of one (1) year from the effective date of assuming the lower job classification. If during this period, the employee's rate of salary in the new classification becomes equal to or exceeds the frozen rate, the new salary shall apply, and all further red-circling rights shall cease.
- L25.27** The Employer shall provide the President of the Bargaining Unit with a list of names, job classifications, employment status and salary level of all employees placed on recall.
- L25.28** When a probationary employee is laid off and subsequently recalled, such employee shall be required to complete his/her probationary period.
- L25.29** Employees on layoff shall be entitled to continuing participation in the benefit plans in accordance with the Collective Agreement, provided that the employee pays the full premium payment for such coverage and that the insurance policies permit such coverage to employees while on layoff.
- L25.30** A member on layoff and subject to recall who indicates his/her availability for casual assignments and rank ordered location preference, shall, for the period of recall and in seniority order, be given first opportunity to perform casual work with the Bargaining Unit, provided he/she has the necessary qualifications, ability, knowledge and skill to perform the jobs available and is readily available at the time the opportunity is offered.
- L25.31** (a) Staffing placements for part-time custodians will take place in accordance with Article L25 (Layoff and Recall) and Article L24 (Job Postings and Staffing) by 30 June for the following September based on projected enrolment. Following the review of school enrolments at the beginning of a school year, staffing placements will be revised as needed and part-time custodians identified as surplus to the needs of the school will be subject to

Article L25 (Layoff and Recall). As of 31 October, all part-time custodian staffing will be deemed to be final for the school year.

- (b) Following 31 October, any existing position that has changes resulting in more than a thirty (30) minute increase or decrease in the position will result in the incumbent being declared surplus and subject to this article. The staffing of the position will be subject to Article L24 (Job Posting and Staffing).

L25.32 Should there be an identified need to increase part-time hours up to thirty (30) minutes at a particular location (e.g. an increased need for cleaning due to a student with peanut allergies), additional part-time hours shall first be offered to existing part-time staff on site in seniority order. Such increased hours will be on a temporary basis until the end of the school year, at which time, all part-time positions will be reviewed in accordance with Article L25.31. If the need for such temporary increase in part-time hours cannot be accommodated on site, the Employer may post the temporary position in accordance with Article L24 (Job Posting and Staffing).

ARTICLE L26 - PROBATIONARY PERIOD

L26.01 A newly hired employee shall be considered to be on probation for a period of one hundred (100) worked days of employment.

L26.02 Where a newly hired employee has been employed as a casual within the bargaining unit in the twelve (12) month period prior to the date of hire, hours worked as a casual employee shall be credited towards the probationary period in Article L26.01 based on accumulated hours worked to a maximum of sixty (60) days.

L26.03 Where a probationary employee is discharged for non-disciplinary reasons, the Employer agrees to give one (1) week's notice, or pay in lieu, to the probationary employee.

ARTICLE L27 - EXCHANGES

L27.01 Upon the mutual consent of the employees and the Principals at the school sites involved or the Supervisors at other than school sites involved, employees may exchange positions within the bargaining unit. Such positions must represent a lateral transfer and shall not include a "term" position. An exchange may be extended for one year by mutual consent of the employees affected and subject to the Employer's approval. Such exchanges shall not be unreasonably denied.

L27.02 An exchange may be made permanent after one year upon written application of the two Employees affected and subject to the Employer's approval.

L27.03 Employees wishing to be considered for an exchange, including regular part-time employees, shall file a written request with the Human Resources Department.

L27.04 Where the Principals at the school sites involved or the Supervisors at other than the school sites involved find the arrangement unsuitable for the needs of their sites, the exchange will be

cancelled and the employees will revert to their previous locations. Such staffing action shall be by mutual agreement of the Superintendent of Facilities and the Bargaining Unit President.

ARTICLE L28 - SENIORITY

L28.01 Seniority means length of service with the Ottawa-Carleton District School Board or predecessor Boards from the date of the employee's most recent date of hire (other than as a result of a recall after layoff) in the bargaining unit.

Casual employees, who have completed a minimum of three hundred and twenty (320) hours in the previous calendar year, shall be entitled to be added to the seniority list as of their first day of employment in the previous calendar year.

L28.02 The Employer will maintain a seniority list showing each employee's name, the date on which the employee's seniority commenced, and the occupational classification. By 15 March of each year the Employer will revise the seniority list and post copies electronically of the revised lists in Board locations and will send two (2) copies to the President of the Bargaining Unit. One list in alphabetical order will be sent to the President of the Bargaining Unit. Complaints about the accuracy of a seniority list will be considered within thirty (30) days of the date of such posting. If no complaint is received within that time, then the list is deemed to be accurate. Such complaints shall be forwarded to the Superintendent of Human Resources or designate, with a copy to the Bargaining Unit President.

L28.03 Seniority shall be the governing factor in the following staffing decisions: scheduling of paid vacation, lay-off and recall, and transfers as per Article L24 (Job Postings and Staffing).

L28.04 Seniority shall continue to accumulate during:

- (a) any period of layoff during which the employee was entitled to be recalled;
- (b) any period of absence caused by sickness or accident;
- (c) any authorized leave of absence;
- (d) any period of secondment to another organization authorized by the Employer; and
- (e) any period of authorized union leave.

L28.05 Where seniority is equal, the ranking shall be determined by:

- (a) consecutive years of service with the Employer or predecessor Board from the date of the employee's most recent hiring; then
- (b) total non-continuous years of service with the Employer or predecessor Board; then
- (c) in the event there is still a tie, selection by lot in the presence of the bargaining unit President or designate.

L28.06 Seniority will be considered to have been terminated when an Employee:

- (a) resigns or retires; or
- (b) is discharged and is not reinstated by reason of the grievance and arbitration procedure; or
- (c) is laid off beyond the period during which the employee was entitled to be recalled; or
- (d) fails to return from lay-off in accordance with the provisions of this Agreement; or

- (e) accepts a position with the Employer in accordance with Article L29 (Persons/Positions Outside The Bargaining Unit); or
- (f) who is a casual and fails to work a minimum of 320 hours in the last calendar year; or
- (g) accepts a permanent position with the Employer which falls outside the bargaining unit.

ARTICLE L29 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

- L29.01** 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 employees' name and the date that the employee will commence duties in the new position.
- L29.02** 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.
- L29.03** A member of the Bargaining Unit who accepts a term position, with the employer, for a maximum period of one (1) year, shall have the right of return to his/her former position within the bargaining unit. Such member shall continue to accumulate seniority.
- L29.04** 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.
- L29.05** The parties may mutually agree, in writing, to an extension of up to six (6) months.

ARTICLE L30 - JOB SHARING

- L30.01** The Employer agrees that two employees, who have completed their probationary period, neither of whom has been declared on lay-off, may make application to share a single position within the same wage level provided the following requirements are met:
- (a) Job sharing may take the form of sharing on a time basis approved by all parties involved.
 - (b) At least one of the employees proposing the job-sharing must be assured of a full-time position which will be available to share in the applicable year.
 - (c) Application shall be made to the Superintendent of Human Resources or designate on or before 1 March in the year prior to entering the plan the following school year.
 - (d) At the time of granting of the leave, agreement in writing shall be reached on the starting date and date of return to full-time employment. The date may be extended by mutual agreement between the employees and the Employer. The employee may request to change the date of return under extenuating circumstances. Approval of such request shall be at the discretion of the Employer.
 - (e) Subject to the approval of the appropriate Superintendent the proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s)/Supervisors involved, and the Superintendent shall be assured to his/her

satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position.

- (f) Written acceptance or refusal of the application by the Employer shall be forwarded to the employees by 1 June in the same school year the request was made.
- (g) The following conditions shall pertain during and following the year of sharing the position as indicated:
 - (i) 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.
 - (ii) An employee in the job sharing plan shall have his/her salary, benefits and sick leave credits pro-rated in relation to what he/she would receive as a full-time employee.
 - (iii) The employee shall have the option of contributing the difference between the amount of benefits paid by the Employer and the amount that would have been paid had the employee remained full-time.
 - (iv) Seniority shall continue to accumulate for each employee participating as though he/she continued to be employed as a full-time employee in the year preceding the shared year.
 - (v) Subject to the layoff and recall provisions of this collective agreement, the full-time employee whose position has been shared shall be entitled to assume full-time responsibilities in that position following the job sharing and the employee who shared the position shall be returned to his/her former position if it exists or a comparable position and employment status.

ARTICLE L31 - TERMINATION OF EMPLOYMENT

L31.01 Employees who terminate their employment on a voluntary basis are required to give notice of termination in writing at least two (2) weeks in advance of their last day of work.

ARTICLE L32 - DISCIPLINE AND DISCHARGE

L32.01 No employee shall be disciplined or discharged without just cause.

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

L32.02 The Employer shall hold a meeting with the employee in order to discuss the discipline or discharge of that employee. Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters of discipline or discharge, the

employee shall be advised of his/her right to have a representative of the Union at the meeting. The Employee and the Union shall be notified twenty-four (24) hours in advance of the scheduled meeting. The Union acknowledges that such notification will be satisfied by the sending of an email to the President of the bargaining unit.

- L32.03** A Union representative, requested by the member to attend such meeting in accordance with Article L32.02, shall request permission from the Principal, or person otherwise in charge when the Principal is not available, to leave the premises to attend the meeting. Such request shall not be unreasonably withheld.
- L32.04** In the event an employee is disciplined or discharged by the Employer, such notice of discipline or discharge shall be in writing to the employee concerned. Such notice shall set forth the reasons for such discipline or discharge.
- L32.05** The Employer shall provide a copy of such discipline or discharge notice to the union where the employee authorizes such release.

ARTICLE L33 - LOCAL GRIEVANCE/ARBITRATION PROCEDURE

- L33.01** The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.
- L33.02** Definitions
- (a) A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
 - (b) The parties to any grievance or arbitration under this provision shall be defined as:
 - (i) the Bargaining Unit
 - (ii) the Board.
 - (c) For the purposes of this Article, the definition of day shall be the normal days worked by a member exclusive of Saturdays, Sundays and Recognized Paid Holidays. Days during the month of July and August shall not count as work days for ten-month Employees.
- L33.03** An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the principal or immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the employee, may submit a grievance as provided herein.
- L33.04** A grievance dealing with the dismissal of an employee, subject to Article L32 (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

L33.05 Individual Grievance

Step 1

A grievance(s) must be submitted in writing on the standard grievance form, signed by the President, to the Superintendent of Human Resources or designate within twenty (20) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name of the grievor, the facts of the grievance, including the date(s) on which the alleged incident(s) occurred, the provisions of the Collective Agreement alleged to have been violated, 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.

L33.06 Step 2

Failing settlement at Step 1, the grievance may be submitted in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will take place with the committee of management representing the Director of Education. A written response will be provided to the 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 ten (10) days.

L33.07 Step 3

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

L33.08 Policy Grievance

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

L33.09 Grievance Mediation

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

The timelines in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the

other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L33.10 Arbitration

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

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

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

- L33.11** Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.
- L33.12** No person shall be appointed as Arbitrator or 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 without the consent of both parties.
- L33.13** 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.
- L33.14** (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 L34 - RETIREMENT GRATUITY

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.

L34.01 An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last day of hire and who retires for any of the following reasons shall be entitled to a Retirement Gratuity calculated in accordance with Article L34.05:

- (a) Becoming eligible for a pension as defined by O.M.E.R.S. or O.T.P.P. (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 their pension benefits until a later date.
- (c) Permanent disability as defined by O.M.E.R.S. or O.T.P.P.
- (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.

L34.02 An employee shall not be entitled to a retirement gratuity who resigns at the request of the Employer to avoid dismissal for cause.

L34.03 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.

L34.04 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.

L34.05 (a) For twelve (12) month employees, the 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
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<u>20</u>	<u>2</u>	<u>Sick Leave (Max. 240)</u> 240
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- (b) For eleven (11) month employees, the 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. 220)
<u>20</u>		<u>2</u>		<u>220</u>

- (c) For ten and one-half (10.5) month employees, the 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. 210)
<u>20</u>		<u>2</u>		<u>210</u>

- (d) For ten (10) month employees, the 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)
<u>20</u>		<u>2</u>		<u>200</u>

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

- (f) (i) "Salary rate" for the purposes of determining the gratuity shall mean the annual rate of pay paid 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 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.

L34.06 "Service" for the purposes of determining the gratuity shall be calculated as being equal to the number of continuous years of active paid regular employment with the OCDSB and one of its predecessor boards (i.e. the Ottawa Board of Education or the 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 L35 - SELF-FUNDED LEAVE PLAN

L35.01 The Employer agrees to make available a self-funded leave plan operated and administered by the Employer in accordance with the provisions of the Income Tax Act and Regulations made under the Act. This plan will enable employees to take a one year leave of absence without pay, with full accrual of seniority, the right to continue participation in benefits, and provide for the deferral of pay over a set number of years leading up to the leave year.

L35.02 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 O.M.E.R.S. 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), including the provision for the continuation of benefits, subject to the terms and conditions outlined in Article C10.0 Benefits of the Central Agreement, where applicable, will apply to a self-funded leave, where applicable.
- (c) Leave of absence will only be granted upon the written recommendation of the Director of Education or designate. Participation in the plan shall not be unreasonably denied by the employer.
- (d) In accordance with the provisions of OMERS an employee may purchase credit for the period of absence but must assume the full cost of the credit purchase.

L35.03 Application Procedures

- (a) Applications must be received by 31 January with appropriate deductions commencing the following September.
- (b) Applications shall specify the preferred financial arrangements and the school year in which the leave is requested. The year of leave shall commence no later than six years after the date of the first deferral of salary.
- (c) Applicants will be notified of acceptance or rejection by 1 April of the year of application.
- (d) Subject to the Layoff and Recall provisions of this collective agreement the employee remains under employment with the Board during the year of absence, but is free to pursue whatever activity is decided on by the employee.

L35.04 Financial Arrangements

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement in writing between the employee and the Superintendent of Financial Services. The amount of funds to be deducted in each year shall not exceed thirty-three and one-third (33 1/3%) of the member's gross salary.
- (b) The salary remaining after deductions will be paid to the employee in accordance with the provisions of the Collective Agreement.
- (c) The Employer will establish an account with the **Your Credit Union Limited** for each participant in the plan. The money deducted from each pay shall be deposited to this account, where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement, whichever occurs first.
- (d) The percentage of salary to be deducted may be amended by mutual agreement in writing, to be effective the following September, provided such requests are received for approval by the preceding 1 March. The percentage of salary to be deducted cannot exceed the maximum required to accommodate the initial plan stipulated in the application. Applications for adjustments in deductions must be approved by representatives of the Employer and a representative of PSSU.
- (e) The Trust Account will generate interest which shall be reported to the employee as required by the Income Tax Act.
- (f) Access to funds in this account, other than the interest portion, prior to maturity of the trust agreement may only be allowed with the written authorization of the Superintendent of Financial Services and the employee concerned.
- (g) If an employee is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the employee or the executors or administrators of the employee's estate in one lump sum within sixty (60) days.

L35.05 Plan Withdrawal

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

L35.06 An employee may defer the year of leave for one year, with written notice to the Employer by 1 March preceding the year of leave. Only one such request for deferral shall be granted. Applications for deferral of the leave year must be approved by representatives of the Employer and a representative of PSSU.

L35.07 Leave Year

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

L35.08 While an employee is participating in the deferral period, any benefit tied to salary level shall be based on the salary the employee would have received had the employee not been participating in the Plan. (Provision to be subject to the Benefits Plan provisions).

L35.09 Employees participating in the Plan shall be required to sign an agreement with the employer setting out conditions of the Plan.

L35.10 Subject to the layoff and recall provisions of this agreement, upon return from leave an employee will be assigned the same position held prior to taking the leave or to a comparable position, if the position no longer exists.

ARTICLE L36 - PROFESSIONAL DEVELOPMENT

L36.01 Effective September 1, 2021, by 31 October each year the Employer will provide to the Bargaining Unit \$12.50 per FTE for the purposes of professional development to be matched by the Bargaining Unit by the same date.

The Bargaining Unit will submit course proposals to the Manager of Facilities or designate for review and approval. Such approval will not be unreasonably withheld.

The Bargaining Unit will provide an annual written report and account to the Manager of Facilities or designate as to the use of these funds not later than 30 June of each year.

With at least one (1) week of notice from the Bargaining Unit, the Employer shall release up to four (4) members of the Union Professional Development Day Committee for up to a total of eight (8) days not to exceed five (5) days for any one member. The Employer agrees to pay for the first four (4) days used, and the remaining days shall be in accordance with Article L11.01 (b).

L36.02 (a) The Employer shall allow the Union to sponsor Employer-approved education functions such as seminars, workshops, lectures, etc., to be held on the Board's premises during the

employees' lunch period or following the regular working day, and on Employer designated Professional Development Days.

- (b) Subject to the approval of the Employer, Union employees may attend at least one system-wide Union sponsored Professional Development Day. If the professional development activity falls within the employee's regularly scheduled work hours, the Employer will pay the employee as if in continuing employment for such approved day(s).
- (c) In the event that an employee does not participate in the P.D. Day activity they shall work their regularly scheduled hours.

L36.03 Where the Employer requires an employee to take an education course to upgrade or acquire new employment qualifications, such employee shall not lose regular pay or any other rights or benefits under the Collective Agreement because of necessary absence from work due to participation in such course. The Employer shall pay the full cost of such course which is successfully completed by the employee.

ARTICLE L37 - HUMAN RESOURCES FILES

- L37.01** (a) 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.
- (b) An employee shall receive a copy of any documentation placed in his/her Human Resources file which may raise an issue of concern with respect to performance or be detrimental to the employee.

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 permanent Human Resources record, until such time that the employee submits a written request to have it removed.

- (c) Where the Employer is required to furnish information on an employee to an outside agency by a court order or legislative requirement, the employee will be notified that this information has been requested and has been or will be provided.

L37.02 Access to and the disclosure of any personal information on an employee shall be governed by the provisions of the Ontario Municipal Freedom of Information and Protection of Privacy Act.

L37.03 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.

L37.04 Where an employee authorizes, in writing, access to the employee's Human Resources file by the Bargaining Unit, the Employer shall provide such access, in accordance with Article L37.01.

L37.05 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 L38 - GENERAL

L38.01 Harassment

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

L38.02 Inclement Weather

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

L38.03 Travel and Compensation

- (a) Employees who are authorized to use their own vehicles on Employer business shall be paid an allowance at the Board-wide rate per kilometer as approved by the Employer.
- (b) Regular full-time or part-time employees of the MacSkimming Natural Science School who drive from or through the Ottawa-Carleton District School Board jurisdiction on their way to work are to be compensated at the Board-wide rate per kilometer as approved by the Employer for all kilometers actually traveled from the boundary of the Ottawa-Carleton District School Board (maximum distance of 4 kilometers each way) with such compensation to be limited to one round trip per day.
- (c) Floater custodians and replacement custodians shall be reimbursed for return mileage to the extent that they are required to use their own vehicles, once they have reported for work. Where a floater custodian or replacement custodian reports to their first work assignment without reporting to their base school, they are entitled to claim mileage from their base school or home, whichever is closer to the first work assignment.

L38.04 Respectful Workplace

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.

L38.05 Video Surveillance

Procedure P.047.FAC (Video Surveillance) as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

- L38.06** All correspondence between the Employer and the Union arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources and the President of the Union.
- L38.07** The Employer shall ensure that this Agreement will be available on its internal electronic mail system.
- L38.08** The Employer agrees to continue liability insurance and to make available to the Union the portions of policies which provide protection for employees.
- L38.09** The Employer agrees to provide suitable bulletin boards for posting notices of interest to Union members.
- L38.10** Letters of Agreement and Letters of Understanding attached shall form a part of this Collective Agreement.

ARTICLE L39 - CONTRACTING-OUT

- L39.01** 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.
- L39.02** The Parties agree that any furtherance of contracting out of work relative to the cafeteria services currently performed by employees in the Bargaining Unit, shall only be as a result of normal attrition due to retirements, resignations, or other terminations of employees.
- L39.03** Notwithstanding exceptional circumstances (e.g. special projects, damage from acts of God, extreme vandalism, catastrophes, accidents) no person outside of the Bargaining Unit shall perform work that is currently performed by members covered by this Collective Agreement.

For the purposes of Article L39.03, “special projects” shall include circumstances in which the employees covered by this Collective Agreement do not have the qualifications, or where the Employer does not have the specialized equipment normally available to the Employer, or the available human resources, necessary to accomplish the work at and in the time required, even with the use of overtime.

- L39.04** None of the above is of any force or effect as regards to any existing or renewed contracts for services as of the date of ratification of this agreement.

ARTICLE L40 - FAMILY MEDICAL LEAVE

- L40.01** 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 L40.01 (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 L40.01 (a) applies in respect to family members as defined in the Employment Standards Act, 2000.
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in L40.01 (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 L40.01 (b) dies;
 - (ii) The last day of the week in which the period referred to in L40.01 (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 L40.01 (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 L40.01 (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.

L40.02 General Provisions for Family Medical Leave

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

- (c) The Employer agrees to continue to pay the employer's portion of benefits and applicable pension premiums during the Family Medical Leave provided the employee agrees to pay the employee's portion of premiums by pre-authorized debit.
- (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 L25 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 L26.

ARTICLE L41 - CRIMINAL BACKGROUND CHECKS

- L41.01** The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.
- L41.02** 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.
- L41.03** Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

ARTICLE L42 - TECHNOLOGICAL CHANGE

- L42.01** In the event of technological changes or if the introduction of new equipment occurs, that impacts on the working conditions of an employee, the Employer agrees to provide training for such an employee.

ARTICLE L43 - RETURN TO WORK/ EMPLOYEE ACCOMMODATION

- L43.01** Where an employee is identified as requiring an accommodation, the Employer will notify and consult with the Bargaining Unit to seek an appropriate accommodation for that employee.
- L43.02** An employee has the right to union representation at any meeting the Employer has convened to discuss a return to work or accommodation plan. The Employer shall notify the employee of this right.

ARTICLE L44 - MEMBERSHIP IN PROFESSIONAL COLLEGE

- L44.01** Effective January 1, 2021 the Employer shall pay membership fees in professional organizations/colleges for employees who are required by legislation to maintain membership in a professional association in order to perform the duties of their position. Employees shall be required to submit proof of registration/payment to the Employer annually for reimbursement.

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

Mike Carson
Superintendent of Facilities

Richard Sinclair
Manager, Legal Services/Labour Relations

Barry Scott
Labour Relations Officer

Daniel Bradley
Manager of Facilities

Brian Garbutt
Supervisor of Operations

Clem Laferriere
Supervisor of Maintenance

Jennifer Parato
Human Resources Officer

THE
PLANT SUPPORT STAFF UNIT
(OSSTF DISTRICT 25)

Troy Cluff
President, Plant Support Staff Unit

Richard Brown
Chief Negotiator, Plant Support Staff Unit

Angelita Stolarik
Representative, Plant Support Staff Unit

Nicholas Spence
Representative, Plant Support Staff Unit

Jordan Wall
Representative, Plant Support Staff Unit

SALARY SCHEDULES**CUSTODIAL****Effective 1 September 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian Floater Custodian	\$36,308 \$17.46	\$37,826 \$18.19	\$39,395 \$18.94	\$41,042 \$19.73	\$42,753 \$20.55	\$44,532 \$21.41	\$46,391 \$22.30
Lead Hand Custodian Replacement Custodian	\$42,573 \$20.47	\$44,085 \$21.19	\$45,657 \$21.95	\$47,301 \$22.74	\$49,013 \$23.56	\$50,792 \$24.42	\$52,648 \$25.31
Chief Custodian (3) (Elementary Schools) (0 – 4000 sq. m.)	\$45,430 \$21.84	\$47,325 \$22.75	\$49,296 \$23.70	\$51,347 \$24.69	\$53,488 \$25.72	\$55,714 \$26.79	\$58,041 \$27.90
Chief Custodian (2) (Elementary Schools) (4001 – 10,000 sq. m.) Assistant Supervisor of Maintenance and Custodian Services (Macskimming)	\$46,408 \$22.31	\$48,342 \$23.24	\$50,355 \$24.21	\$52,455 \$25.22	\$54,640 \$26.27	\$56,916 \$27.36	\$59,288 \$28.50
Chief Custodian (1) (includes All Secondary Schools and remaining Elementary Schools) (10,000 + sq. m.)	\$49,011 \$23.56	\$51,058 \$24.55	\$53,183 \$25.57	\$55,399 \$26.63	\$57,704 \$27.74	\$60,110 \$28.90	\$62,615 \$30.10

Part-time Custodian

\$36,308 Plus 6% in lieu of vacation

Casuals

\$14.14 Plus 4% in lieu of vacation

CAFETERIA/KITCHEN POSITIONS

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Studies Technician	\$15.34	\$15.93	\$16.54	\$17.19	\$17.85	\$18.54	\$19.27
Cashier/Kitchen Helper	\$17.46	These Cafeteria/Kitchen positions are 37.5 hour/week, full-time, 10 month positions.					
Assistant Chef Cafeteria Supervisor	\$19.29						

INFANT/TODDLER/PRESCHOOL PROGRAM

	Step 1	Step 2	
Housekeeper - Infant, Toddler and Pre-School Program	\$16.85	\$17.46	The Housekeeper position is a 25 hour/week, full-time, 12 month position.
Cook - Infant, Toddler and Pre-School Program	\$18.15	\$18.93	The Cook position is a 35 hours/week, full-time, 12 months position.

SALARY SCHEDULES

MAINTENANCE

Effective 1 September 2019

	Step 1	Step 2	Step 3	Step 4
Painter/Plasterer	\$49,013 \$23.56	\$50,792 \$24.42	\$52,648 \$25.31	\$55,474 \$26.67
Carpenter Building Tradesperson Fire Alarm Technician Glazier/Metal Mechanic Small Engine Mechanic	\$52,439 \$25.21	\$54,625 \$26.26	\$58,999 \$28.36	\$61,342 \$29.49
Drywaller/Asbestos Mechanical Tradesperson Millwright Locksmith Vehicle Mechanic Class A 4 th Class Stationary Engineer	\$53,569 \$25.75	\$55,798 \$26.83	\$60,265 \$28.97	\$62,615 \$30.10
Instrumentation Technician Plumber Electrician	\$56,542 \$27.18	\$58,674 \$28.21	\$61,466 \$29.55	\$63,635 \$30.59
Heating/Ventilation Air Conditioning Technician (HVAC) Gas Fitter 1 (Burner Mechanic)	\$58,674 \$28.21	\$61,466 \$29.55	\$64,862 \$31.18	\$66,568 \$32.00
Crew Chief		\$67,312 \$32.36	\$69,120 \$33.23	\$70,942 \$34.11

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
General Trades Helper	\$36,308 \$17.46	\$37,826 \$18.19	\$39,395 \$18.94	\$41,042 \$19.73	\$42,753 \$20.55	\$44,532 \$21.41	\$46,391 \$22.30
Stockroom Material Handler	\$36,308 \$17.46	\$37,826 \$18.19	\$39,395 \$18.94	\$41,042 \$19.73	\$42,753 \$20.55	\$44,532 \$21.41	\$46,391 \$22.30

Notwithstanding the above, effective 1 September 2001, 4th Class engineers shall be placed at Step 1 of the grid and any future progression shall be based on the employee's increment date.

Maintenance Casual Employees: The applicable Step 3 hourly rate for job classes where the employer normally requires regulated trades license.

Hourly rates (except for the identified exceptions) based on 40 hours/week or 2080 hours/year. Hourly rates are shown above are provided for information purposes only.

APPENDIX A**SALARY SCHEDULES****CUSTODIAL****Effective 1 September 2020**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian Floater Custodian	\$36,671 \$17.63	\$38,204 \$18.37	\$39,789 \$19.13	\$41,452 \$19.93	\$43,181 \$20.76	\$44,977 \$21.62	\$46,855 \$22.53
Lead Hand Custodian Replacement Custodian	\$42,999 \$20.67	\$44,526 \$21.41	\$46,114 \$22.17	\$47,774 \$22.97	\$49,503 \$23.80	\$51,300 \$24.66	\$53,174 \$25.56
Chief Custodian (3) (Elementary Schools) (0 – 4000 sq. m.)	\$45,884 \$22.06	\$47,798 \$22.98	\$49,789 \$23.94	\$51,860 \$24.93	\$54,023 \$25.97	\$56,271 \$27.05	\$58,621 \$28.18
Chief Custodian (2) (Elementary Schools) (4001 – 10,000 sq. m.) Assistant Supervisor of Maintenance and Custodian Services (Macskimming)	\$46,872 \$22.53	\$48,825 \$23.47	\$50,859 \$24.45	\$52,980 \$25.47	\$55,186 \$26.53	\$57,485 \$27.64	\$59,881 \$28.79
Chief Custodian (1) (includes All Secondary Schools and remaining Elementary Schools) (10,000 + sq. m.)	\$49,501 \$23.80	\$51,569 \$24.79	\$53,715 \$25.82	\$55,953 \$26.90	\$58,281 \$28.02	\$60,711 \$29.19	\$63,241 \$30.40

Part-time Custodian \$36,671 Plus 6% in lieu of vacation

Casuals \$14.28 Plus 4% in lieu of vacation

Emergency Enhanced Cleaner \$16.84 Plus 4% in lieu of vacation
(Effective September 23, 2020)**CAFETERIA/KITCHEN POSITIONS**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Studies Technician	\$15.49	\$16.09	\$16.71	\$17.36	\$18.03	\$18.73	\$19.46
Cashier/Kitchen Helper	\$17.63	These Cafeteria/Kitchen positions are 37.5 hour/week, full-time, 10 month positions.					
Assistant Chef Cafeteria Supervisor	\$19.48						

INFANT/TODDLER/PRESCHOOL PROGRAM

	Step 1	Step 2	
Housekeeper - Infant, Toddler and Pre-School Program	\$17.02	\$17.63	The Housekeeper position is a 25 hour/week, full-time, 12 month position.
Cook - Infant, Toddler and Pre-School Program	\$18.33	\$19.12	The Cook position is a 35 hours/week, full-time, 12 months position.

SALARY SCHEDULES**MAINTENANCE****Effective 1 September 2020**

	Step 1	Step 2	Step 3	Step 4
Painter/Plasterer	\$49,503 \$23.80	\$51,300 \$24.66	\$53,174 \$25.56	\$56,029 \$26.94
Carpenter Building Tradesperson Fire Alarm Technician Glazier/Metal Mechanic Small Engine Mechanic	\$52,963 \$25.46	\$55,171 \$26.52	\$59,589 \$28.65	\$61,955 \$29.79
Drywall/Asbestos Mechanical Tradesperson Millwright Locksmith Vehicle Mechanic Class A 4 th Class Stationary Engineer	\$54,105 \$26.01	\$56,356 \$27.09	\$60,868 \$29.26	\$63,241 \$30.40
Instrumentation Technician Plumber Electrician	\$57,107 \$27.46	\$59,261 \$28.49	\$62,081 \$29.85	\$64,271 \$30.90
Heating/Ventilation Air Conditioning Technician (HVAC) Gas Fitter 1 (Burner Mechanic)	\$59,261 \$28.49	\$62,081 \$29.85	\$65,511 \$31.50	\$67,234 \$32.32
Crew Chief		\$67,985 \$32.69	\$69,811 \$33.56	\$71,651 \$34.45

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
General Trades Helper	\$36,671 \$17.63	\$38,204 \$18.37	\$39,789 \$19.13	\$41,452 \$19.93	\$43,181 \$20.76	\$44,977 \$21.62	\$46,855 \$22.53
Stockroom Material Handler	\$36,671 \$17.63	\$38,204 \$18.37	\$39,789 \$19.13	\$41,452 \$19.93	\$43,181 \$20.76	\$44,977 \$21.62	\$46,855 \$22.53

Notwithstanding the above, effective 1 September 2001, 4th Class engineers shall be placed at Step 1 of the grid and any future progression shall be based on the employee's increment date.

Maintenance Casual Employees: The applicable Step 3 hourly rate for job classes where the employer normally requires regulated trades license.

Hourly rates (except for the identified exceptions) based on 40 hours/week or 2080 hours/year. Hourly rates are shown above are provided for information purposes only.

APPENDIX A**SALARY SCHEDULES****CUSTODIAL****Effective 1 September 2021**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian Floater Custodian	\$37,038 \$17.81	\$38,586 \$18.55	\$40,187 \$19.32	\$41,867 \$20.13	\$43,613 \$20.97	\$45,427 \$21.84	\$47,324 \$22.75
Lead Hand Custodian Replacement Custodian	\$43,429 \$20.88	\$44,971 \$21.62	\$46,575 \$22.39	\$48,252 \$23.20	\$49,998 \$24.04	\$51,813 \$24.91	\$53,706 \$25.82
Chief Custodian (3) (Elementary Schools) (0 – 4000 sq. m.)	\$46,343 \$22.28	\$48,276 \$23.21	\$50,287 \$24.18	\$52,379 \$25.18	\$54,563 \$26.23	\$56,834 \$27.32	\$59,207 \$28.46
Chief Custodian (2) (Elementary Schools) (4001 – 10,000 sq. m.) Assistant Supervisor of Maintenance and Custodian Services (Macskimming)	\$47,341 \$22.76	\$49,313 \$23.71	\$51,368 \$24.70	\$53,510 \$25.73	\$55,738 \$26.80	\$58,060 \$27.91	\$60,480 \$29.08
Chief Custodian (1) (includes All Secondary Schools and remaining Elementary Schools) (10,000 + sq. m.)	\$49,996 \$24.04	\$52,085 \$25.04	\$54,252 \$26.08	\$56,513 \$27.17	\$58,864 \$28.30	\$61,318 \$29.48	\$63,873 \$30.71

Part-time Custodian \$37,038 Plus 6% in lieu of vacation

Casuals \$14.42 Plus 4% in lieu of vacation

Emergency Enhanced Cleaner \$17.01 Plus 4% in lieu of vacation

CAFETERIA/KITCHEN POSITIONS

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Studies Technician	\$15.65	\$16.25	\$16.87	\$17.53	\$18.21	\$18.91	\$19.66
Cashier/Kitchen Helper	\$17.81	These Cafeteria/Kitchen positions are 37.5 hour/week, full-time, 10 month positions.					
Assistant Chef Cafeteria Supervisor	\$19.67						

INFANT/TODDLER/PRESCHOOL PROGRAM

	Step 1	Step 2	
Housekeeper - Infant, Toddler and Pre-School Program	\$17.19	\$17.81	The Housekeeper position is a 25 hour/week, full-time, 12 month position.
Cook - Infant, Toddler and Pre-School Program	\$18.51	\$19.31	The Cook position is a 35 hours/week, full-time, 12 months position.

SALARY SCHEDULES**MAINTENANCE****Effective 1 September 2021**

	Step 1	Step 2	Step 3	Step 4
Painter/Plasterer	\$49,998 \$24.04	\$51,813 \$24.91	\$53,706 \$25.82	\$56,589 \$27.21
Carpenter Building Tradesperson Fire Alarm Technician Glazier/Metal Mechanic Small Engine Mechanic	\$53,493 \$25.72	\$55,723 \$26.79	\$60,185 \$28.94	\$62,575 \$30.08
Drywall/Asbestos Mechanical Tradesperson Millwright Locksmith Vehicle Mechanic Class A 4th Class Stationary Engineer	\$54,646 \$26.27	\$56,920 \$27.37	\$61,477 \$29.56	\$63,873 \$30.71
Instrumentation Technician Plumber Electrician	\$57,678 \$27.73	\$59,854 \$28.78	\$62,702 \$30.15	\$64,914 \$31.21
Heating/Ventilation Air Conditioning Technician (HVAC) Gas Fitter 1 (Burner Mechanic)	\$59,854 \$28.78	\$62,702 \$30.15	\$66,166 \$31.81	\$67,906 \$32.65
Crew Chief		\$68,665 \$33.01	\$70,509 \$33.90	\$72,368 \$34.79

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
General Trades Helper	\$37,038 \$17.81	\$38,586 \$18.55	\$40,187 \$19.32	\$41,867 \$20.13	\$43,613 \$20.97	\$45,427 \$21.84	\$47,324 \$22.75
Stockroom Material Handler	\$37,038 \$17.81	\$38,586 \$18.55	\$40,187 \$19.32	\$41,867 \$20.13	\$43,613 \$20.97	\$45,427 \$21.84	\$47,324 \$22.75

Notwithstanding the above, effective 1 September 2001, 4th Class engineers shall be placed at Step 1 of the grid and any future progression shall be based on the employee's increment date.

Maintenance Casual Employees: The applicable Step 3 hourly rate for job classes where the employer normally requires regulated trades license.

Hourly rates (except for the identified exceptions) based on 40 hours/week or 2080 hours/year. Hourly rates are shown above are provided for information purposes only.

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

GRANDPARENTING

1. Supplementary Pension Plans

The following applies to:

- (a) Part-time caretakers who were employees of the Collegiate Institute Board of Ottawa prior to 1 January 1970,

and
- (b) Part-time caretakers who were employees of the Ottawa Public School Board prior to 1 January 1970, and who are still in the employ of The Ottawa Board of Education; payments to commence upon retirement after 1 January 1975:
 - (i) That a part-time caretaker who has completed twenty (20) consecutive years of service and has reached the age of sixty-five (65) years or more shall, on his/her termination of employment be granted a pension by The Ottawa Board of Education of \$50.00 per month.
 - (ii) That, if a part-time caretaker has reached the age of sixty-five (65) years and has terminated his/her employment with the Board and has not completed twenty (20) consecutive years of service with the Board, the pension shall be computed and determined as set forth below. In no event, however, will a pension be paid by the Board if the years of service for any employee is less than ten (10) years.

20 consecutive years of service or more -- \$50.00 per month
19 consecutive years of service or more -- \$47.50 per month
18 consecutive years of service or more -- \$45.00 per month
17 consecutive years of service or more -- \$42.50 per month
16 consecutive years of service or more -- \$40.00 per month
15 consecutive years of service or more -- \$37.50 per month
10 consecutive years of service or more -- \$25.00 per month

2. Cafeteria/Kitchen Workers

Subject to Article L25 – Layoff and Recall, no article in this agreement shall serve to reduce the current salary, hours of work, or vacation entitlement of employee on staff as of September 1, 1999 in the following classifications:

Basic Studies Technician
Technologies Studies Technician
Kitchen Helper

Assistant Chef
Cafeteria Manager
Cashier

3. Subject to Article L25 – Layoff and Recall, the employment status of former OBE C-1 employees with respect to hours of work, vacation, salary and duties shall remain status quo.

Renewed in the City of Ottawa this day of 2021.

For the
Ottawa-Carleton District School Board

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

TERM EMPLOYEE MAINTENANCE

The parties agree that, where there is a vacancy within the Maintenance Division as result of an absence or special project lasting more than six (6) months and up to two (2) years, the vacancy will be considered a term position and may be filled by a “Term employee-Maintenance”. The length of the term assignment may be extended with mutual consent of the parties. A “term employee-Maintenance” in this context will be paid at the appropriate grid step of the Maintenance grid and be covered by the provisions of Article L5.02 (Casual Employees) as well as Article L17- Vacation With Pay, Article L15- Sick Leave Administration, Article L12.02 – Compassionate Leave and all applicable articles of the Central Agreement as a term employee.

Renewed in the City of Ottawa this day of 2021.

For the
Ottawa-Carleton District School Board

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

SUMMER HOURS

Where the Director exercises their discretion to provide for alternative work hours during the summer months, regular full time employees shall be entitled to an equitable accommodation of hours.

Renewed in the City of Ottawa this day of 2021.

For the
Ottawa-Carleton District School Board

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

JOB SECURITY

The Board agrees that no regular full-time or part-time employee who has a seniority date as of 1 September 1996 shall be laid off by the Employer during the lifetime of this Collective Agreement.

Renewed in the City of Ottawa this day of 2021.

For the
Ottawa-Carleton District School Board

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

EI BENEFITS (PREGNANCY LEAVE RESIDENTS OF QUEBEC)

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

Renewed in the City of Ottawa this day of 2021.

For the
Ottawa-Carleton District School Board

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

MAINTENANCE TRADES CLASSIFICATIONS

The parties agree to establish a joint committee in order to jointly commission a job market/salary study pursuant to Article C7.0 of the Central Agreement for the purposes of reviewing/determining relevant external salary comparators for Bargaining Unit positions identified under the Maintenance Salary Schedule:

- (a) The committee shall consist of four (4) representatives from the Union and four (4) representatives from the Employer;
- (b) For clarity, any release time for attendance at the joint committee meetings for the four (4) union representatives shall not be deducted from the Union's annual allocation of release days;
- (c) The first meeting of the committee shall occur no later than thirty (30) calendar days following the ratification of the local agreement;
- (d) 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;
- (e) For clarity, part of the Terms of Reference shall include, but not necessarily be limited to, expressly defining the parameters establishing the relevant external salary comparators. Without exception, at a minimum, these parameters shall include specific definitions of "local," "market," and "assessment" as criteria of scope, in reference to the language expressed in Article C7.0;
- (f) For greater clarity, the definition of: "local" shall provide the outward radius (in kilometers) from the City of Ottawa that the breadth of the assessment will capture; "market" shall specify what types of employers and trades classifications will be selected for inclusion as comparators in the assessment; and "assessment" shall specify the particulars of what will be selected for inclusion in the total compensation profile of comparable trades classifications in the local market;
- (g) The parties shall split the cost of the job market/salary study evenly;
- (h) The parties shall make every reasonable effort to ensure that the third-party study is completed by April 2022, but recognize it may be delayed due to conditions outside the

control of either party;

(i) 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 30 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

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

POR DEBRIEFS

The Employer agrees to discuss the topic of debriefs / employee feedback for those applicants that are not successful in the POR process. The discussion will occur at a labour management meeting whereby the union can offer suggestions for the Employer to consider. The labour management meeting will occur within 90 days of local ratification of this collective agreement.

The months of July and August will not be included within the 90 day count.

Timelines may be extended with written, mutual consent of the parties.

Signed in the City of Ottawa this day of 2021.

For the
Ottawa-Carleton District School Board

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

**REVIEW OF GLOBAL POSITIONING SYSTEM (GPS) /ACCEPTABLE USE OF BOARD
VEHICLES/ DRIVING RECORD ABSTRACTS**

The Employer agrees to review the procedures identified in the subject line of this Letter of Understanding. The procedures will be brought to a labour management meeting whereby the union can offer suggestions for the Employer to consider. The Employer agrees to bring the procedures for review at a labour management meeting within 90 days of local ratification of this collective agreement. The months of July and August will not be included within the 90 day count. Timelines may be extended with written, mutual consent of the parties.

Signed in the City of Ottawa this day of 2021.

For the
Ottawa-Carleton District School Board

For the
Plant Support Staff Unit

Chair of the Board

President, PSSU

Director of Education

Chief Negotiator, PSSU

IN THE MATTER OF A COLLECTIVE AGREEMENT BETWEEN
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(the “Employer”)

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
PLANT SUPPORT STAFF UNIT

(the “Union”)

MEMORANDUM OF AGREEMENT

Apprenticeship Program

WHEREAS the Employer wishes to implement an Apprenticeship Program at the OCDSB;

AND WHEREAS a successful candidate to the Apprenticeship Program will be referred to as the ‘Apprentice’;

AND WHEREAS the Apprenticeship Program is intended to be a rotating training program opportunity;

AND WHEREAS the parties wish to facilitate this program to ensure its success;

THEREFORE the parties agree to the following:

- 1) Opportunities for the Apprenticeship Program will be posted and will be open to internal and external candidates. The selection process will be determined by the Employer.
- 2) While in the Apprenticeship Program, Apprentices will be employees of the OCDSB, however will not hold a ‘position’ in the traditional sense.
- 3) The terms and conditions of employment for Apprentices are outlined in this Memorandum. Only the articles of the Collective Agreement between the OCDSB and the OSSTF-PSSU bargaining unit specifically identified in this agreement apply to Apprentices:

Article numbers subject to change – numbers used herein reflect the 2019 – 2022 collective agreement:

Article L6 – Strike and Lockouts

Article L7 – No Discrimination

Article L8 – Management Rights

Article L9 - Union Security (dues)

Article L16 – Paid Holidays

Article L20 – Safety Provisions (L20.01 and L20.07)

Article L41 – Criminal Background Checks

- 4) A successful candidate to the program will be required to sign an OCDSB Apprenticeship agreement outlining the terms and conditions of employment during the apprenticeship, including the

understanding that there is no expectation or guarantee of continued employment with the OCDSB upon completion of the program.

- 5) A successful candidate to the program will also be required to sign an agreement as required by the Government of Ontario to become eligible for registration in the provincial apprenticeship program and will also be required to become a member of the Ontario College of Trades.
- 6) Apprentices will be on probation for a period of one year.
- 7) Continuation in the Apprenticeship Program is contingent on successful and timely completion of each trade school session, satisfactory performance and satisfactory attendance.
- 8) Apprentices will be responsible for payment of tuition fees and required books and materials for each trade school session. On presentation of proof of successful completion of the session, the apprentice will be reimbursed for the cost of tuition and required books and materials as supported by receipts and unless otherwise reimbursed.
- 9) Apprentices are not eligible for enrollment in benefits programs. Apprentices will be entitled to a payment in lieu of benefits calculated as five percent (5%) of regular earnings. Notwithstanding, in the event that a successful candidate to the Apprenticeship Program is, at the time of hire into the Apprenticeship Program, a regular employee of the OCDSB who is enrolled in the Employer's benefit plans, will continue to have access to benefits with the Apprentice paying all premium costs.
- 10) Apprentices will be placed on temporary lay-off for each period of attendance at trade school. A Record of Employment will be provided as close to the date of lay-off as possible.
- 11) During the period of temporary lay-off while the Apprentice is attending trade school, the Apprentice will be eligible for a top-up to eighty-five percent (85%) of regular earnings taking into account any and all other earnings including but not limited to Employment Insurance, other Apprenticeship supplementary payments and/or bursaries. The top-up is subject to all statutory deductions.
- 12) Where an Apprentice has completed the OCDSB apprenticeship program and has completed all trade school and other requirements of the applicable Ministry, but is awaiting confirmation of successful completion, the apprentice will continue to be employed as an apprentice until such notification has been received (maximum one month).
- 13) The Apprentice must complete all components of the Apprenticeship Program within the hours identified by the Ontario Government, including exams (currently 9000 hours).
- 14) Apprentices will be paid in accordance with the Apprenticeship Wage Schedule – Appendix A. Movement to the next step will occur on the Apprentice's anniversary of commencement in the Apprenticeship Program, subject to satisfactory progress in the Apprenticeship Program. Apprentices hired into the OCDSB Apprenticeship Program who have hours registered in a recognized apprenticeship program in the same trade with another employer, may be considered for salary placement in recognition of these hours.
- 15) An Apprenticeship sub-committee of the Labour-Management Committee will be established to review and discuss matters of mutual concern.

- 16) The ratio of qualified journeymen to Apprentices is determined by the Government of Ontario and must be maintained.
- 17) Continuation of the program is subject to budget considerations.
- 18) No regular employee of the OCDSB, employed as a journeyman in the trade being apprenticed, will be laid off while an apprenticeship in the same trade continues.
- 19) An Apprentice will not earn seniority while employed as an Apprentice. In the event that the Employer retains the Apprentice, following completion of the Apprenticeship Program, as a fully qualified tradesperson in the trade apprenticed, seniority and service will be applied retroactively provided there is no break in service.
- 20) In the event that a successful candidate to the Apprenticeship Program is, at the time of hire into the Apprenticeship program, a regular employee of the OCDSB, the employee will be deemed to be on an approved leave of absence from their regular employment with the OCDSB with right of return to their previous position. The terms and conditions of the Apprenticeship program will apply during the term of the apprenticeship.
- 21) Paid leave provisions for Apprentices are as follows:
 - Vacation – Twelve (12) days per year, earned on the basis of one (1) day per month of active employment in the Apprenticeship Program (for clarity - vacation is not earned for periods while in attendance at trade school)
 - Sick Leave – Up to six (6) days per year.
 - Special leave – Up to one (1) day per year for matters of urgent and essential personal business
 - Bereavement Leave – Up to three (3) days in the event of the death of an immediate family member (spouse, child, parent, grandparent, sibling, in-laws)
- 22) The Memorandum of Agreement was reviewed in Collective Bargaining in 2021.

Renewed in the City of Ottawa this day of 2021.

For the OCDSB

For the PSSU

Apprentice Wage Table

Appendix A

**EFFECTIVE 1 SEPTEMBER
2019**

9000 hour apprenticeship (HVAC)		Trade school is included in hours calculated for completion of program					
Work year is 2080 hours							
Apprentice Hired at 60% of Step 3	After 1 year in Program 70% of Step 3	After 2 years in Program 77% of Step 3	After 3 years in Program 84% of Step 3	After 4 years in Program and until completion 92% of Step 3	HVAC Step 3	\$64,862	Annual
0.6	0.7	0.77	0.84	0.92		\$31.18	Hourly
\$38,917	\$45,403	\$49,944	\$54,484	\$59,673			
\$18.71	\$21.83	\$24.01	\$26.19	\$28.69			

9000 hour apprenticeship (Electrician or Plumber)		Trade school is included in hours calculated for completion of program					
Work year is 2080 hours							
Apprentice Hired at 60% of Step 3	After 1 year in Program 70% of Step 3	After 2 years in program 77% of Step 3	After 3 years in program 84% of Step 3	After 4 years in program and until completion 92% of Step 3	Electrician / Plumber Step 3	\$61,466	Annual
0.6	0.7	0.77	0.84	0.92		\$29.55	Hourly
\$36,880	\$43,026	\$47,329	\$51,631	\$56,549			
\$17.73	\$20.69	\$22.75	\$24.82	\$27.19			

Calculations based on Step 3 of the Maintenance Salary Schedule

Apprentice Wage Table

Appendix A

**EFFECTIVE 1 SEPTEMBER
2020**

9000 hour apprenticeship (HVAC)		Trade school is included in hours calculated for completion of program					
Work year is 2080 hours							
Apprentice Hired at 60% of Step 3	After 1 year in Program 70% of Step 3	After 2 years in Program 77% of Step 3	After 3 years in Program 84% of Step 3	After 4 years in Program and until completion 92% of Step 3	HVAC Step 3	\$65,511	Annual
0.6	0.7	0.77	0.84	0.92		\$31.50	Hourly
\$39,307	\$45,858	\$50,443	\$55,029	\$60,270			
\$18.90	\$22.05	\$24.25	\$26.46	\$28.98			

9000 hour apprenticeship (Electrician or Plumber)		Trade school is included in hours calculated for completion of program					
Work year is 2080 hours							
Apprentice Hired at 60% of Step 3	After 1 year in Program 70% of Step 3	After 2 years in program 77% of Step 3	After 3 years in program 84% of Step 3	After 4 years in program and until completion 92% of Step 3	Electrician / Plumber Step 3	\$62,081	Annual
0.6	0.7	0.77	0.84	0.92		\$29.85	Hourly
\$37,249	\$43,457	\$47,802	\$52,148	\$57,115			
\$17.91	\$20.89	\$22.98	\$25.07	\$27.46			

Calculations based on Step 3 Maintenance Salary Schedule

**EFFECTIVE 1 SEPTEMBER
2021**

9000 hour apprenticeship (HVAC)		Trade school is included in hours calculated for completion of program					
Work year is 2080 hours							
Apprentice Hired at 60% of Step 3	After 1 year in Program 70% of Step 3	After 2 years in Program 77% of Step 3	After 3 years in Program 84% of Step 3	After 4 years in Program and until completion 92% of Step 3	HVAC Step 3	\$66,166	Annual
0.6	0.7	0.77	0.84	0.92		\$31.81	Hourly
\$39,700	\$46,316	\$50,948	\$55,579	\$60,873			
\$19.09	\$22.27	\$24.49	\$26.72	\$29.27			

9000 hour apprenticeship (Electrician or Plumber)		Trade school is included in hours calculated for completion of program					
Work year is 2080 hours							
Apprentice Hired at 60% of Step 3	After 1 year in Program 70% of Step 3	After 2 years in program 77% of Step 3	After 3 years in program 84% of Step 3	After 4 years in program and until completion 92% of Step 3	Electrician / Plumber Step 3	\$62,702	Annual
0.6	0.7	0.77	0.84	0.92		\$30.15	Hourly
\$37,621	\$43,891	\$48,281	\$52,670	\$57,686			
\$18.09	\$21.10	\$23.21	\$25.32	\$27.73			

Calculations based on Step 3 of the Maintenance Salary Schedule