



COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

Comprising Members of

OSSTF (District 25)

**STUDENT SUPPORT PROFESSIONALS
BARGAINING UNIT**

Effective 1 September 2019 to 31 August 2022

STUDENT SUPPORT PROFESSIONALS (OSSTF DISTRICT 25)

EXECUTIVE MEMBERS

| | |
|----------------------------------|---------------------------|
| OSSTF OFFICE | (613) 729-7211 |
| President | Jean Trant |
| Vice-President, Political Action | Donna Hewitt |
| Secretary | Deborah Langdon |
| Treasurer | Raj Gill |
| Chief Negotiator | Natasha Baines |
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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

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

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

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

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

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

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

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

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

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

g) Administration

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

h) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

C13.00 MINISTRY INITIATIVES

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

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

| | |
|---------------------------------------|--|
| First Day of Absence: _____ | General Nature of Illness (please do not include diagnosis): _____ |
|---------------------------------------|--|

Date of Assessment:
dd mm yyyy

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

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

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

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Job Security

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

BETWEEN

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

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown/Couronne

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown/Couronne

RE: Benefits

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

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

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

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

1.0.0 GOVERNANCE

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

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

2.0.0 ELIGIBILITY and COVERAGE

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

3.0.0 FUNDING

3.1.0 Start-Up Costs

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

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

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

3.2.0 On-Going Funding

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

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

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

the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).

Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
 - i) there is an in-year deficit,
 - ii) the deficit described in i) is not related to plan design changes,
 - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.

If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
- g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The

affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

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

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

8.0.0 CLAIMS SUPPORT

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan

Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

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

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

4. Retirement Gratuities

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

5. Long Term Disability (LTD)

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

PART B
TERMS NEGOTIATED LOCALLY

BETWEEN

OTTAWA-CARLETON DISTRICT SCHOOL BOARD (OCDSB)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
STUDENT SUPPORT PROFESSIONALS (SSP)

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LETTER OF INTENT

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|--------------------------------|-----|
| Skill Shortage Allowance | 108 |
|--------------------------------|-----|

PART B DISTRICT 25 - SSP LOCAL COLLECTIVE AGREEMENT

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, Student Support Professionals Bargaining Unit.
- (c) provide for procedures for the prompt disposition of all matters in dispute between the parties.

L1.02 Where reference indicating gender is used throughout this agreement, the other gender(s) shall be equally included.

ARTICLE L2 - TERM OF AGREEMENT

L2.01 This agreement shall be in effect from September 1, 2019 and shall remain in effect until August 31, 2022, and from year to year thereafter, unless either party notifies the other party in writing, as to its desire to renew the Agreement with or without modification, pursuant to the Ontario Labour Relations Act, 1995.

L2.02 Notwithstanding the period of notice cited in Article L2.01, either party may notify the other, in writing within the period commencing one hundred and twenty (120) calendar days prior to the expiration date, that it desires to renew the Agreement with or without modification, in accordance with the Ontario Labour Relations Act, 1995.

L2.03 If either party gives notice of its desire to renew the Agreement in accordance with Article L2.01 or Article L2.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the agreement in accordance with the Ontario Labour Relations Act, 1995.

L2.04 Amendments to the terms and conditions contained in the Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Bargaining Unit.

L2.05 Where legislative changes are made which directly affect any 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 L3 - RECOGNITION

L3.01 The Ottawa-Carleton District School Board (hereinafter referred to as "the Employer") recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all Educational Assistants in the regular day school, Wednesday Night and Summer School programs, and Designated Early Childhood Educators in the core program as well as in the extended program, save and except:

- (a) supervisors and persons above the rank of supervisor; and
- (b) persons for whom any trade union held bargaining rights established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; and
- (c) persons who were designated as non-affiliated/union exempt established by the "Bargaining Unit Designation" agreement signed on 30 June 1998.

L3.02 In the event that the Employer creates a new position within the bargaining unit, the Employer shall establish the rate of pay for such position, subject to the right of the Union to grieve the established rate of pay.

L3.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this collective agreement.

L3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this collective agreement.

ARTICLE L4 - SUMMER SCHOOL AND WEDNESDAY NIGHT SCHOOL PROGRAMS

L4.01 The Educational Assistants employed in the Wednesday Night and Summer School programs shall be hired by posting the vacancies to the Bargaining Unit as set out in Article L23 (Job Posting). The incumbent shall be entitled to remain in the position; in the event the incumbent relinquishes the position, the position shall be reposted.

Educational Assistants in the Wednesday Night and Summer School programs shall be paid in accordance with the following:

Effective September 1, 2019:

| | | | |
|---------|---------|---------|---------|
| Step 1 | Step 2 | Step 3 | Step 4 |
| \$17.31 | \$18.20 | \$19.08 | \$19.97 |

Effective September 1, 2020:

| | | | |
|---------|---------|---------|---------|
| Step 1 | Step 2 | Step 3 | Step 4 |
| \$17.48 | \$18.38 | \$19.27 | \$20.17 |

Effective September 1, 2021:

| | | | |
|---------|---------|---------|---------|
| Step 1 | Step 2 | Step 3 | Step 4 |
| \$17.65 | \$18.56 | \$19.46 | \$20.37 |

In addition to the above rates, Educational Assistants shall receive 4% vacation pay. In accordance with the Ontario Employment Standards Act, 2000, Educational Assistants who have worked for the OCDSB for 5 years or more shall receive 6% vacation pay. Pay shall be subject to statutory deduction. An employee shall progress to the next step of the salary range after the completion of one hundred (100) hours in a Wednesday Night or Summer School program.

All employees shall be paid, 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 located in the Regional Municipality of Ottawa-Carleton with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

L4.02 The following local articles shall apply to Wednesday Night and Summer School Program employees:

| | |
|--------------------------------|-------------------------------|
| Purpose | Management Rights |
| Term of Agreement | No Discrimination |
| Recognition | Federation Leave |
| Strikes and Lockouts | Local Grievance & Arbitration |
| Union Security | Health and Safety |
| Bargaining Unit Representation | Criminal Background Check |
| | Harassment |
| | Respectful Workplace |

ARTICLE L5 - DEFINITIONS

L5.01 The work year for Educational Assistants and Early Childhood Educators is determined by the Ministry of Education and the Employer to be "school days" as set out in the Education Act. The start and end date for each school year is published in the school year calendar.

A regular Full-time employee means an employee required to work full time hours as outlined in Article L13.01 on a school year basis.

A regular Part-time employee means an employee regularly scheduled to work part time hours as defined in Article L13.01 on a school year basis.

L5.02 A "temporary vacancy" means a position created by an approved leave of absence, illness, LTD, or a "Special Project" of up to one year.

L5.03 Term refers to those employees who are temporarily employed for a period longer than three consecutive months in the same position. Term employees are hired to replace Regular employees who are off on an approved leave, illness, LTD, or to provide staffing for special assignments that are expected to be temporary in nature.

Where a position is known on or before the first Friday following Labour Day in September, to be vacant for a full school year and the term employee is assigned to the position after the first day of school to facilitate the staffing process, they shall be entitled to the applicable provisions of this collective agreement which provides for "Term employees who work a full school year".

Eligibility for pension and group benefits in such circumstances shall be subject to the terms and conditions of the Central Agreement, the OSSTF Employee Life and Health Trust ("ELHT") and OMERS.

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

| | |
|--------------------------------|-------------------------------|
| Purpose | Sick Leave Administration |
| Term of Agreement | Federation Leave |
| Recognition | Leave of Absence with Pay |
| Definitions | Pregnancy/Parental Leave |
| Strikes & Lock-outs | Staffing and Placement |
| Union Security | Local Grievance & Arbitration |
| Bargaining Unit Representation | Public Holidays |
| Management Rights | Vacation |
| No Discrimination | Health and Safety |
| Discipline and Discharge | Human Resource Files |
| Hours of Work | Professional Development |
| Salary | General |

Benefits
Accommodation

Criminal Background Check

- L5.04 (a) Casual employee refers to those hired on a temporary basis for less than three (3) consecutive months. Casual employees are hired to replace Regular or Term employees who are off sick or Regular employees on an approved leave for less than three (3) months. If the position extends beyond three (3) months, the Casual employee will become a Term employee.
- (b) The parties agree that where a casual Educational Assistant is used in an emergency situation it shall normally be for a period of no more than four (4) weeks, which may be extended when required.

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

| | |
|--|--------------------------------|
| Purpose | No Discrimination |
| Term of Agreement | Hours of Work |
| Recognition | Salary |
| Definitions | Strikes and Lockouts |
| Federation Leave | Union Security |
| Local Grievance/Arbitration | Bargaining Unit Representation |
| Health and Safety | Management Rights |
| General | Criminal Background Check |
| Discipline and Discharge (Article L12.03 only) | |

- L5.05 OSSTF means the Ontario Secondary School Teachers' Federation hereinafter referred to as "the Union".
- L5.06 OSSTF District 25 means the employees represented by the OSSTF employed by the Ottawa-Carleton District School Board hereinafter referred to as "the Bargaining Unit".
- L5.07 Supervisor shall include Manager, Supervisor, Principal, or Vice Principal, as applicable.

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, 1995.
- L6.02 In the event of a strike by other employees of the Board, the parties agree that:
- i) the Employer shall notify the President of the Student Support Professionals Bargaining Unit immediately when the situation is evident;

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

Specifically the committee will address the following issues:

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

L6.03 In the event of a strike by other Employees of the Board the parties agree that employees in this bargaining unit shall only be required to perform their normal and regular duties including incidental duties associated with their position.

ARTICLE L7 - UNION SECURITY

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

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

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

L7.02 The Employer shall deduct union dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF dues owing. The Union agrees to provide the Employer with at least four (4) weeks notice in writing of its desire to alter the amount of such dues. Such amount shall be a fixed amount that will be deducted from each pay.

L7.03 The OSSTF dues deducted in Article L7.02 shall be remitted to the Union, c/o The Treasurer, OSSTF, 49 Mobile Drive, Toronto, Ontario M4A 1H5 no later than the 15th day of the month following the month which the deductions were made.

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

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

- L7.05 All local levy deducted in Article L7.04 shall be remitted to the Union, c/o The Treasurer of OSSTF District 25, no later than the 15th day of the month following the month in which the deductions were made.
- L7.06 For the purposes of remitting fees in accordance with Articles L7.03 and L7.05 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.
- L7.07 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- L7.08 The Employer will provide the Bargaining Unit with a copy of the notification of employment for each new hire including the employee's name, job category, and job location.
- L7.09 The Employer shall provide to the Union the following information regarding its members: transfers, layoff notices, appointments, promotions, retirements, resignations, recall notices, acting assignments and exchanges. In addition, the Employer agrees to provide a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provisions covered by this Agreement.
- L7.10 The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.
- L7.11 The Employer shall provide bulletin boards in each location for posting notices of interest to Bargaining Unit members.

ARTICLE L8 - BARGAINING UNIT REPRESENTATION

- L8.01 The President of the Bargaining Unit shall notify the Employer of the names of its elected and appointed representatives.
- L8.02 The Employer will recognize the following Bargaining Unit Committees:

- (a) The Bargaining Unit Negotiating Committee, consisting of not more than five (5) members of the Union for the purpose of conducting negotiations with the representatives of the Employer, provided that the Bargaining Unit may, from time to time, substitute on the Negotiating Committee.

Members of the Bargaining Unit Negotiating Committee who spend work days negotiating shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement. The Employer will

compensate three (3) members of the Bargaining Unit Negotiating Committee for regular hours spent in negotiating meetings between the parties to the extent that they shall suffer no loss of regular earnings. The Bargaining Unit agrees to reimburse the Employer for the full amount of all salary and benefits paid to additional members of the Bargaining Unit Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal 17% of employee's salary.

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

- (b) The Labour-Management Committee, consisting of not more than three (3) members of the Union, and not more than three (3) representatives of the Employer, for the purpose of improving communications between the Parties to the Agreement and discussing matters of mutual concern. The parties shall schedule a meeting at a time mutually agreeable to the parties within thirty (30) calendar days of either party giving written notice. Either party may invite additional resources as required at their own expense.

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

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

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

- (d) Central Partnership Committee
Procedure PR.658.SES - Partnerships with External Agencies for Provision of Services by Regulated Health Professionals, Regulated Social Services Professionals and Paraprofessionals, as established by the Employer and as amended from time to time, shall apply to employees covered by this collective agreement. Up to two (2) members of the Bargaining Unit may participate as a

member on this committee. The Committee will meet annually with additional meetings as required.

- L8.03 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Ontario Occupational Health and Safety Act and Regulations. The parties agree that this article does not incorporate the Ontario Occupational Health and Safety Act and Regulations in the collective agreement. The parties further recognize the Bargaining Unit representation on this committee.

ARTICLE L9 - MANAGEMENT RIGHTS

- L9.01 Except as may be specifically limited or abridged by the language of this Collective Agreement, and the right of any employee to lodge a grievance under the grievance procedures in the manner and extent herein provided, all rights of management and decisions shall be vested with the Employer.
- L9.02 The Employer agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.
- L9.03 The Employer and the Union agree that the provisions of this Article do not preclude representations and consultations by the Board and the Union concerning any matters relating to members of this bargaining unit.
- L9.04 Management rights will not be exercised in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE L10 - NO DISCRIMINATION

- L10.01 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 any protected ground set out in the Ontario Human Rights Code, as amended from time to time, or by reason of membership or non-membership in the Union.

ARTICLE L11 - PROBATIONARY PERIOD

- L11.01 A newly hired employee shall be considered to be on probation for a period of six (6) consecutive months of employment. Where the employee is discharged for non-disciplinary reasons, the Employer agrees to give one (1) week's notice, or pay in lieu, to the probationary employee.
- L11.02 In the event a newly hired employee changes positions/locations in the first four (4) months of employment, or changes classifications within the first six (6) months of employment, the employee will enter a new six (6) month probationary period.

L11.03 Where a newly hired employee has been employed in a temporary position for a minimum of three months in the twelve (12) month period prior to the date of hire, the period or periods of temporary employment shall accumulate for the purpose of reducing the probationary period by a maximum of one (1) month.

ARTICLE L12 - DISCIPLINE AND DISCHARGE

L12.01 Subject to Article L11.01 (Probationary Period), 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.

L12.02 The Employer shall hold a meeting with the employee in order to discipline or discharge that employee.

L12.03 Where an employee is required to attend a meeting, the outcome of which may result in the imposition of discipline, suspension, or discharge, with the Employer or a representative of the Employer, the employee shall be advised of their right to have a representative of the Bargaining Unit at the meeting. The Board shall allow the employee reasonable time to arrange for the attendance of Bargaining Unit representatives. Wherever reasonably possible, the meeting shall take place during the employee's regular work hours. The employee will be entitled to be paid at straight time for any portion of the meeting falling outside of the employee's regular work hours.

L12.04 In the event an employee is disciplined or discharged by the Employer, such notice of discipline, suspension, or discharge shall be in writing to the employee concerned. Such notice shall set forth the reasons for such discipline or discharge. Where the employee has elected to have Union representation, a copy of the notice shall be sent to the President of the Bargaining Unit.

L12.05 A term employee's term may be ended early for any reason upon the employer providing the employee with notice or pay in lieu of notice in accordance with the Ontario Employment Standards Act, 2000. Prior to ending a term due to performance or conduct concerns, the Employer shall meet with the employee to inform them of the areas of concern. The term employee shall be notified, in advance, of their right to union representation at the meeting.

ARTICLE L13 - HOURS OF WORK

L13.01(a) The normal hours of work for Educational Assistants on school days shall be 7.0 hours per day, exclusive of a 40 minute continuous lunch period.

The normal hours of work for Part-time Educational Assistants on school days shall be 3.5 hours per day.

- (b) The normal hours of work for Full-time Early Childhood Educators on school days shall be 7.0 hours per day, exclusive of a 30 minute continuous lunch period.

The normal hours of work for Part-time Early Childhood Educators on school days shall be 3.5 hours per day.

- L13.02 Each full-time employee will be permitted a fifteen (15) minute rest period in each half of the employee's scheduled hours of work per day. The rest periods shall not be scheduled within the first hour of the scheduled workday or within 45 minutes of the end of the scheduled workday.

Each part-time employee will be permitted a fifteen (15) minute rest period per shift which must not be scheduled within the first or last (30) minutes of the scheduled shift.

The parties agree that a rest period cannot be used to shorten the work day. It is understood that there may be occasions where operational requirements may impact the timing of the employee's scheduled rest period on a given day.

- L13.03 Where an employee is required by the employer to travel from one work location to another, the employee shall be entitled to a thirty (30) minute uninterrupted, unscheduled lunch period as required by the Ontario Employment Standards Act, 2000 exclusive of reasonable travel time.

Where an employee voluntarily applies for two assignments which require travel from one work location to another, the Employer shall not be required to alter the assignments to accommodate this provision. The end time of the first assignment and the start time of the next assignment must be separated by at least 30 minutes or reasonable travel time whichever is greater, otherwise the employee shall not be entitled to both assignments.

ARTICLE L14 -SALARY

L14.01 Salary

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

Early Childhood Educators will be paid according to the salary scale set out in Appendix "B" which forms an integral part of this Collective Agreement.

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

Part-time Educational Assistants who are employed in term assignments shall be compensated at the rate of pay of a term assignment in accordance with Appendix "A".

Part-time Early Childhood Educators who are employed in term assignments shall be compensated at the rate of pay of a term assignment in accordance with Appendix "B".

L14.02 Credit for Experience – Early Childhood Educators

In view of the provincial character of the Early Learning Program and the provincially regulated status of Designated ECEs, credit for experience for ECEs hired into the Early Learning Program will be determined as follows:

- a) ECEs who are registered with the College and who have at least two years of experience as an Educational Assistant with the Employer will receive one year of credit for every two years of such experience, to a maximum of two years.
- b) ECEs who are registered with the College and who have at least two years of experience as a Child Care Supervisor and the Employer will be credited with one year of related experience for placement on the ECE salary grid.
- c) ECEs who are registered with the College and hired with experience as a Designated Early Childhood Educator in an Early Learning Program at another school board, or, effective September 1, 2021, with experience as a regular or term DECE with the Employer, will, for every year of experience as a DECE in that program, be credited with one year of experience for placement on the ECE salary grid.
- d) ECEs who are registered with the College and who are hired with related experience working with Kindergarten aged children in a licensed group facility will, in the discretion of the Employer, be considered for credit for such experience as a registered ECE according to the following table:

| Related Experience | Step |
|--------------------|------|
| Less than 4 years | 1 |
| 4 or more years | 2 |

The factors in a), b), c) and d) cannot be combined.

L14.03 Credit for Experience – Educational Assistants

Effective September 1, 2021, Educational Assistants who are hired with at least two (2) years of related experience, as determined by the Employer, shall be placed at Step 2 of the salary grid.

L14.04 Method of Pay

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

L14.05 Increments

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

L14.06 Correction of Errors

In the event of an error in salary, the Employer shall make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered. Where a correction of an error requires that an employee repay an amount in excess of \$200.00, a schedule of payment shall be determined by mutual consent of the Employer and the employee. In such cases, the Employer will propose a repayment schedule and the Employee will have an opportunity to propose a reasonable alternative schedule for repayment for the Employer's consideration.

L14.07 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.

L14.08 Time Off In Lieu

- (a) Employees who are requested or required by their Supervisor, or designate, to work beyond the normally scheduled work day for functions (such as, but not limited to, Parent-Teacher interviews, Employer mandated professional development or open houses) shall be entitled to equivalent time off in lieu at a mutually agreeable time and where no time can be scheduled it shall be paid at straight time.

ARTICLE L15 – EMPLOYEE BENEFITS PLAN

L15.01 Entitlement to benefits shall be in accordance with the terms and conditions of the Central Agreement and the Employee Life and Health Trust (“ELHT”).

L15.02 Long Term Disability Plan

The parties recognize the Bargaining Unit Administered LTD Plan and agree that there shall continue to be co-operation between the Employer, the Plan Administrator, and the Policy Holder in the administration of the plan.

Long Term Disability Insurance is compulsory to new and existing regular Full-Time and regular Part-time employees. Employees shall pay 100% of the premium cost. Employees are required to apply for LTD within the qualifying period.

ARTICLE L16 - SICK LEAVE ADMINISTRATION

L16.01 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

L16.02 An employee is eligible for sick leave pay when they are unable to perform their regular duties because of personal illness, personal injury, including personal medical appointments and personal dental appointments, 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.

L16.03 (a) Deductions shall be made from an employee's sick leave credits for the number of days absent because of illness.

- (b) Where an employee is absent for less than a work day, the deduction shall be prorated.

L16.04 An employee who is, or will be, absent from duty as a result of their illness shall inform their Supervisor or designate forthwith and, in any event, not later than the scheduled starting time of their daily assignment.

- L16.05 (a) The Employer reserves the right to require a medical certificate after three or more consecutive days absence;
- (b) Notwithstanding L16.05 (a) the Supervisor, after notifying the Superintendent of Schools and the Bargaining Unit President of the reasons for their concerns regarding an employee's absences, may require an employee to provide a medical certificate.
- (c) Where the Employer requires an employee to provide a medical certificate, the cost of the certificate will be borne by the Employer.

ARTICLE L17 - RETIREMENT GRATUITY

Retirement Gratuities were frozen as of August 31, 2012. 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.

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

- L17.01 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 Gratuity calculated in accordance with L17.06 (a):
- (a) Becoming eligible for a pension as defined by OMERS or OTTP (upon submission of proof that pension payments will commence within two (2) months of termination);
- (b) Is 55 years of age or greater at the time of retirement and elects to defer their pension benefits until a later date;
- (c) Permanent disability as defined by OMERS or OTTP;
- (d) In the event that an employee dies, the entitlement of the gratuity shall be paid to the estate of the employee or designated beneficiary.
- L17.02 An employee shall not be entitled to a gratuity who resigns at the request of the Employer to avoid dismissal for cause.
- L17.03 An employee who resigns for any reason and is later rehired shall be considered a new employee for gratuity benefits from the last date of hire.
- L17.04 The 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.

L17.05 Sick leave transferred from another school board in accordance with the Sick Leave provisions of this collective agreement shall be ineligible for gratuity purposes.

L17.06 (a) A 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> |

- (b) In no case shall the gratuity exceed 50% of the employee's salary rate at the time of retirement.
- (c) (i) "Salary rate" for the purposes of determining the gratuity shall mean the annual rate of pay 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.

L17.07 "Service" for the purposes of determining the gratuity shall be calculated as being equal to the number of continuous years of active paid employment with the OCDSB and one of its predecessor boards. 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 L18 - FEDERATION LEAVE

L18.01 (a) Local District 25

- (i) The Employer agrees that a maximum of three (3) Bargaining Unit Officers shall be released from full-time or half-time duties in order to undertake their elected responsibilities. A request for leave of an employee on a half-

time basis shall be subject to staffing requirements and the ability of the Employer to accommodate half-time positions.

- (ii) District 25 Student Support Professionals Bargaining Unit agrees to reimburse the Employer for the full cost of salaries and benefits for each of the Bargaining Unit Officers.
- (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 Bargaining Unit shall assume responsibility and/or cost of vacation credits accumulated while on leave.
- (iv) The contact for reporting sick leave usage by employees on Union Leave shall be the Human Resources Officer, Employee Wellness and Disability Management, or designate.
- (v) The Bargaining Unit shall notify the Employer prior to June 1 as to its intent respecting the above leave(s) and the names of the Union representatives.
- (vi) Subject to the layoff and recall provisions of this agreement, an employee shall be entitled to be placed in their original position or location prior to the leave.

The Supervisor shall consult with the employee prior to the determination that the position is no longer available. In the event that neither of the foregoing can be accommodated, or for a leave beyond two years, the employee will be declared surplus and subject to the provisions of Article L25 (Procedure for Staffing and Placement).

- (b) The Bargaining Unit shall be entitled up to seventy-five (75) equivalent days leave per year, to be taken in blocks of not less than one-half (1/2) days in order to conduct 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 Supervisor, submitted to the Superintendent of Human Resources with a minimum of three (3) days' notice. The Bargaining Unit agrees to re-imburse 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.

L18.02 Provincial

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

Such leave shall be granted under the following conditions:

- (a) In a school year a maximum of two (2) leaves shall be available;
- (b) The Union shall notify the Employer as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for two (2) years;
- (c) Subject to the layoff and recall provisions of this agreement, an employee shall be entitled to be placed in their original position or location prior to the leave. The Principal shall consult with the employee prior to the determination that the position is no longer available. In the event that neither of the foregoing can be accommodated, or for a leave beyond two (2) years, the employee will be declared surplus and subject to the provisions of Article L25 (Procedures for Staffing and Placement);
- (d) An employee wishing to return early from leave may return at the discretion of the Employer.
- (e) The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Where applicable, benefits shall be deemed to equal 17% of the employee's salary.

L18.03 The Employer may grant a leave of absence of up to one (1) year to a member of the Bargaining Unit 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. Subject to the layoff and recall provisions of this Collective Agreement, upon return from the secondment, the employee shall be placed in their original position if such exists, or a comparable position upon return from leave.

ARTICLE L19 - LEAVES OF ABSENCE WITH PAY

L19.01 General Conditions

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

- (a) Continuation of salary and benefits entitlements;
- (b) Without deduction of sick leave credits;
- (c) Without interruption of seniority or experience credit;
- (d) An employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (e) Upon request by the Superintendent or designate, acceptable evidence verifying the need for the absence will be provided by the employee.
- (f) Where a DECE works in both the Extended Day Program and during the core day, they must notify both the Principal and the Manager of Early Learning or

designate of the request for paid leave. Such requests shall not be unreasonably denied by the Employer.

L19.02 Compassionate Leave

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

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

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

Term employees shall be entitled to leave as specified in L19.02 of this Article.

L19.03 Religious Holy Days or Creed Based Days of Significance

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

L19.04 Special Leave

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

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

L19.05 Non-Birthing Parent Leave

Up to two (2) days leave with pay per child to the non-birthing parent shall be granted in any one school year by the employee's 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 and days do not need to be consecutive. 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 and days do not need to be consecutive.

L19.06 Quarantine

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

L19.07 Court Leave

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

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

L19.08 Injury on Duty Leave

An employee who is absent as a result of an injury incurred in the course of their 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 provision of the Workplace Safety and Insurance Act apply.

ARTICLE L20 - LEAVES OF ABSENCE WITHOUT PAY

- L20.01 (a) After the completion of two (2) years continuous regular employment with the Employer, a full time or part-time leave of absence without pay of up to one (1) year may be granted to a regular employee. An employee must submit a written request to the Superintendent of Human Resources or designate setting out the start and end dates of the leave and the reason for the leave.
- (b) A leave of absence without pay may be renewed for a second consecutive year upon the mutual agreement of the Employer and the employee. The employee shall provide at least four (4) weeks notice of a request to renew a leave of absence without pay.
- (c) Subject to the Layoff and Recall provisions of this Collective Agreement, an employee returning from a leave of absence without pay of up to two (2) years

shall be reinstated to their original position or location assigned prior to the leave. The Supervisor shall consult with the employee prior to the determination that the position is no longer available. In the event that the foregoing cannot be accommodated, the employee will be declared surplus and subject to the provisions of Article L25 (Procedures for Staffing and Placement).

- (d) For the purposes of the staffing procedures, all employees on part-time leave of absence will be deemed to be full-time employees for the following school year unless they request a change in employment status to a part-time employee.
- (e) An employee may, at the discretion of the Employer, return early from a leave of absence without pay upon giving four (4) weeks notice of the new date of return.
- (f) Except as specified in this Agreement, all benefits, except Long Term Disability, held by an employee at the commencement of a leave without pay may be continued during such leave by the employee with the employee paying all 100% of the premium costs by pre-authorized debit. Such coverage shall be extended to a maximum of two (2) years with further extensions arranged through the Employer.

ARTICLE L21 - PREGNANCY/PARENTAL/ADOPTION LEAVES

L21.01 Pregnancy Leave

- (a) Pregnancy leave of up to seventeen (17) weeks without pay (subject to amounts payable under Article L21.02 - SEB Plan) shall be granted in accordance with the Ontario Employment Standards Act, 2000 upon written request provided that:
 - (i) the employee has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;
 - (ii) the employee provides a doctor's or midwife's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave.
 - (iii) the employee notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.

L21.02 Pregnancy Leave SEB Plan

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

will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.

- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Employees hired in a term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Casual employees are not entitled to pregnancy leave benefits.
- (e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- (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 (STDLP). The SEB Plan pay will be the

difference between the gross amount the employee receives from E.I. and their regular gross pay.

L21.03 Parental/Adoption Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, 2000 an employee who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental leave without pay.
- (b) An employee who has been granted a pregnancy leave shall be granted parental leave in accordance with the provisions of the Ontario Employment Standards Act, 2000 upon written request received at least two (2) weeks prior to the date the leave commences.
- (c) Where pregnancy leave has not been taken, an employee may, following the birth of the employee's child or an adopted child coming into the custody care and control of the parent for the first time, take parental/adoption leave in accordance with the provisions of the Ontario Employment Standards Act, 2000 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.
- (d) An employee may return to work prior to conclusion of the leave period provided the employee gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.

L21.04 Adoption Leave SEB Plan

The Employer will provide an adoption leave EI SEB Plan for the first two (2) weeks of the leave in the amount of a top up to 95% of the employee's salary. Commencing with the third week of the leave, employees granted adoption leave shall be entitled to receive a fifteen (15) week benefit of \$75.00 per week.

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

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

L21.05 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 pension premiums during the pregnancy or parental/adoption leave provided the employee agrees to pay the employee's portion of the cost by pre-authorized debit. Entitlement to benefits shall be in accordance with the terms and conditions of the Central Agreement and the Employee Life and Health Trust ("ELHT").
- (d) At the discretion of the Employer, pregnancy or parental/adoption leave may be granted to an employee who has not been employed with the Employer for thirteen (13) weeks.
- (e) Vacation 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 this Collective Agreement the Employer may not terminate an employee entitled to pregnancy/parental/adoption leave.

L21.06 Term employees shall only be entitled to Pregnancy/Parental/Adoption Leave in accordance with the Ontario Employment Standards Act, 2000.

L21.07 Leave of Absence without Pay following Pregnancy/Parental/Adoption Leave

- (a) A leave of absence without pay beyond the pregnancy, parental/adoption leaves of up to twelve (12) months may be granted by the Employer. The employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin. All other provisions related to leaves of absence without pay shall apply to leaves granted under this article.

Subject to the Layoff and Recall provision of this Collective Agreement, an employee returning from this leave shall return to their previous position if it exists, or if it does not, to a comparable position.

- (b) An additional leave without pay of up to twelve (12) months beyond a second statutory pregnancy, parental/adoption leave may be granted by the Employer. The employee shall provide at least four (4) weeks written notice of the day on which the leave is to begin. All other provisions related to leaves of absence without pay shall apply to leaves granted under this article.

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

ARTICLE L22 - SENIORITY

L22.01 (a) For the purpose of this Agreement an employee's "seniority" shall commence on the date of the employee's most recent hiring (other than as a result of a recall after layoff) into a position covered by this agreement, by the Employer and shall continue to accumulate, provided that the employee remains in the employ of the Employer during:

- (i) any period of layoff during which the employee was entitled to be recalled;
- (ii) any authorized leave of absence;
- (iii) any period of secondment to another organization authorized by the Employer; and
- iv) any period of absence caused by sickness or accident subject to Article L22.03.

(b) Seniority is to the system not the location.

(c) For the purposes of seniority, the period of employment of 30 consecutive working days or more in a term position as a Student Support Professional, followed immediately by being hired into a regular position, shall be credited for seniority purposes.

Where consecutive term assignments of thirty (30) days or more occur, without a break in service, the earliest start date of the assignments shall be credited for seniority purposes.

(d) Where seniority is equal, the ranking shall be determined by:

- (i) consecutive years of service with the Employer since the date of the employee's most recent hiring;
- (ii) total non-continuous years of service with the Employer;
- (iii) in the event there is still a tie, selection by lot in the presence of the Bargaining Unit President or their designate.

(e) "Service" for the purposes of seniority determination shall be determined by the length of active continuous service with the Employer and shall not include any period of time while the employee is absent from work because of:

- (i) a leave of absence, for the period beyond two consecutive years;
- (ii) a layoff;
- (iii) a sickness or an accident, for the period beyond two years.

L22.02 A loss of seniority shall be deemed to have occurred if an employee:

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

L22.03 The seniority of an employee who is absent due to sickness or accident beyond 24 months shall be maintained and the employee shall have the right to return to work upon recovery.

L22.04 Notwithstanding the above, seniority and service shall accumulate during any absence for which the employee receives Workplace Safety Insurance Board wage loss replacement.

L22.05 A seniority list shall be maintained by the Employer. The seniority list for the Student Support Professionals Bargaining Unit will include the employee's name, seniority date and job classification. The seniority list will be provided electronically to the President of the Union by February 15. Each employee shall have an opportunity to review the list and verify accumulated seniority.

L22.06 Employees requesting a correction to their seniority accumulation must do so in writing to the Human Resources Department, with a copy sent to the President of the Union, before March 15. The seniority list may be changed at any time with the mutual consent of the parties.

ARTICLE L23 - JOB POSTINGS

Definition:

"Qualified" shall mean an employee who possesses the necessary qualifications, and/or ability, knowledge and skills required of an assignment.

L23.01 Vacancies within the Bargaining Unit shall be posted within ten (10) weekdays of the position becoming vacant. All vacancies shall be posted electronically for a minimum of five (5) weekdays. The Bargaining Unit President will have access to electronic postings.

L23.02 Job postings shall normally reflect the job description and contain the following information: nature of position, duties, qualifications, required knowledge and education, hours of work, salary range, and initial location.

L23.03 Where a regular vacancy occurs during the school year, it shall first be offered to qualified employees on recall. If not filled, the vacancy will be posted and applications shall be processed and considered in the following order:

- i) qualified regular full time and part-time employees;
- ii) qualified term and casual employees; and
- iii) qualified external applicants.

Any subsequent vacancies resulting from the initial posting shall be filled on a term basis.

L23.04 In selecting a candidate to fill a position, the Employer shall consider qualifications and/or ability, knowledge and skills required by the position.

L23.05 Interviewed candidates who were unsuccessful for the position shall be offered the opportunity for a debriefing.

L23.06 Should the successful candidate vacate the position within six (6) months, the Employer shall not be required to post the position for competition. The Employer shall offer the position in ranking order to other qualified candidate(s) who were interviewed for the competition.

L23.07 Regular full-time employees are not eligible to apply for term vacancies.

L23.08 Term opportunities filling behind a central team member who is on an approved leave of absence will be posted as a “temporary central team assignment”. Regular staff shall have the right to apply to such vacancies.

- a) Regular staff shall not have their status changed while working in such an assignment;
- b) On completion of the temporary central team assignment, the employee will return to their previous position;
- c) Should the employee’s former position become surplus, the employee will be given the opportunity to choose a position during the staffing process that they will go to on completion of the temporary central team assignment.
- d) Any other term opportunities to be filled in this manner shall be mutually agreed upon by the Employer and Union.

L23.09 Employees hired into Floater ECE positions must remain in the Floater position until the end of the school year for which they were hired.

Such an employee may apply for a regular position that occurs during the school year, however the employee will not move into the position until the following school year. For purposes of the spring staffing process, as identified in Article L25 - Procedures for Staffing and Placement, the ECE will be considered as part of the school staff.

- L23.10 Employees who have accepted a position through internal competition may not be eligible to apply for another competition at a different location within the school year. This provision does not apply if the position being applied for would increase an employee's status from .5 to 1.0.
- L23.11 Employees who accept a term assignment are not eligible to apply for another term assignment that commences within the duration of the original/extended term assignment, unless mutually agreed between the parties. This provision does not apply if the position being applied for would increase an employee's status from .5 to 1.0.
- L23.12 Subject to L23.11 where a term vacancy occurs during the school year it shall be posted for a minimum of five (5) working days and will be filled by a casual or term employee. Casual assignments, known in advance to be at least six (6) continuous weeks in duration, may be posted at the discretion of the Employer after consultation with the Bargaining Unit.
- L23.13 Leaves as provided for in this collective agreement which last for a full school year shall be filled by a casual or term employee.
- L23.14 In order to implement the staffing provisions, the Employer may place a casual employee in a vacant or newly created position pending the staffing of the position in accordance with this Article.

ARTICLE L24 - VOLUNTARY TRANSFERS

- L24.01 A request for transfer to an equivalent hourly position shall be considered during the Spring/September staffing process as follows:
- (a) Employees wishing to be considered for a transfer shall notify the Human Resources Officer (Administrative & Support Staff) and the Bargaining Unit in writing by May 1. Employees shall indicate their preference of location(s) and/or position(s) in their request.
 - (b) Principals may choose from among the employees on the transfer list to fill vacancies at their location.
 - (c) A transfer request submitted by May 1 shall be active for the following school year.
 - (d) At any time prior to being offered a transfer, an employee can rescind their request for transfer by notifying the Employer and the Bargaining Unit in writing.

- (e) An employee whose request for transfer is still active and who is offered a position as indicated on their transfer request shall be required to accept that position.

ARTICLE L25 - PROCEDURES FOR STAFFING AND PLACEMENT

General

The Provisions of this article will be implemented by classification.

Definitions:

- L25.01 (a) "Surplus Employee" shall mean an employee who has been displaced from their position through the staffing process, whose hours of work are reduced, or whose position has been eliminated.
- (b) "Qualified" shall mean an employee who possesses the necessary qualifications, and/or ability, knowledge and skills required of an assignment.
- L25.02 Should staffing changes within a location be necessary, the Principal shall schedule an individual meeting with each potentially surplus employee affected by the change(s). Such meeting will occur by May 31 and the employee's status will be confirmed within five (5) working days following the approval of the Board's budget.
- L25.03 The Union President shall receive a list which includes the names and locations of surplus employees on the same day as employees receive their notices confirming a surplus status.
- L25.04 a) Principals will elicit input from Educational Assistants and Early Childhood Educators regarding assignment preferences for the following school year at their location.
- (b) Where staffing changes result from the creation of a new position within the school or location, the Principal shall consider each qualified employee currently working at the school or location prior to filling the position through the staffing process.
- (c) After considering all requests and the relevant qualifications and/or previous relevant experience of the employee(s), each employee shall be informed individually of their tentative assignment for the following school year by email or in person. Notification of tentative assignment within the school shall be provided by May 31 or as soon as reasonably possible.

Placement Process:

L25.05 (a) In the event there is a reduction in the number of assignments at a school or location, the employee(s) with the least system wide seniority working at the school or location shall be considered surplus provided the remaining employees are qualified.

(b) In the event of a school or location closure, the employee(s) working at that school or location will be declared surplus.

L25.06(a) Surplus employees shall submit their preferences for placement to the Human Resources Department and shall have their names placed on a surplus list in order of descending seniority. The placement preference form will be provided by the Human Resources Department and will require each surplus employee to provide up-to-date information with respect to the employee's qualifications and/or ability, knowledge and skills.

(b) The Bargaining Unit President shall be provided with a list of the vacancies to be used in the placement process.

L25.07(a) The Human Resources Department, in consultation with the respective Principals and, following discussion with surplus employees, shall place surplus employees in seniority order into vacancies for which they are qualified. Where the Human Resources Department determines the employee is qualified for more than one vacancy, the employee shall be given the option to select one of the positions identified.

(b) Where no suitable regular position exists, the surplus employee may be offered a term position that is behind a full year leave of absence.

(c) An employee shall be given the opportunity to attain or upgrade their qualifications in order to fulfill the requirements of the position. The qualifications must be obtained prior to the date the employee starts in the position. Should the employee agree to fulfill the requirements of the position and fail to do so prior to assuming the position, the employee shall be placed on recall and will be recalled to the first available position for which they are qualified.

L25.08 A surplus employee not placed in accordance with Article L25.07 shall be placed on a Temporary Redundancy List.

L25.09 Principals may choose from among the employees on the transfer list to fill vacancies at their location.

L25.10 In the event there are surplus employees remaining on the Temporary Redundancy List the Employer shall follow the procedures as set out in Article L25.07. Employees who are not placed will be declared redundant and be subject to Article L26.02(e) (Layoff and Recall).

L25.11 (a) Remaining vacancies will be posted in accordance with Article L23 (Job Postings).

(b) Any subsequent regular vacancies resulting from the application of L25.11(a) shall be filled on a regular basis.

(c) Vacancies resulting from the application of L25.11(b) shall be filled on a term basis.

L25.12 (a) Where needs change in September and staffing adjustments must be made the procedures shall be as indicated in Articles L25.02, L25.03, L25.04, L25.05, L25.06 L25.07, and L25.08.

(b) Employees who have been placed in a new location in accordance with Article L25.07 and L25.10 shall have the right to return to their previous location in the event that a regular vacancy for which the employee is qualified arises at their previous location by September 30 of the same calendar year.

(c) Remaining vacancies will be posted in accordance with Article L23 (Job Postings).

L25.13 An employee placed in a term position in accordance with Article L25.07(b) will continue to be a regular employee with all entitlements. In the event the allocation is increased at the location where the employee has been placed, or the position held becomes a regular vacancy, the employee shall be considered regular to that location subject to qualifications, ability, knowledge and skills. Otherwise, at the end of the term, the employee will be placed in accordance with Article L25.07.

Transfers throughout the School Year;

L25.14 There may be limited circumstances where an Educational Assistant (EA) is required to relocate during the school year to accommodate the needs of the organization.

In such circumstances, the following will occur:

- (a) The Bargaining Unit will be notified when the Employer is considering effecting a mid-year transfer;
- (b) The Bargaining Unit will have the opportunity to provide input for the Employers' consideration;
- (c) Qualifications of the Educational Assistants at the school and the qualifications required at the new location will be considered;
- (d) The Employer will canvass the Educational Assistants at the school to determine interest. In the event that there is more than one qualified Educational Assistant who volunteers for the transfer, seniority will be the deciding consideration;
- (e) Should there be no volunteers for the transfer, the Employer will determine the Educational Assistant to be transferred based on qualifications required at the current school and the new location, and where all factors are equal, seniority will be the deciding factor;

- (f) No Educational Assistant will be required to relocate to a school for a mid-year transfer that is more than 30 kms from their current location, unless otherwise mutually agreed;
- (g) An Educational Assistant who has been transferred mid-year under this process will retain right of return to their previous location for the following school year;
- (h) Transfers throughout the school year will not occur beyond the March Break.

ARTICLE L26 - LAYOFF AND RECALL

The provisions of this article will be implemented by classification.

L26.01 Should the Employer propose to amend staffing requirements in a manner which would result in a layoff of employees, such proposals will be discussed by the Labour Management Committee prior to any formal notice being given to affected employees in accordance with Article L26.02 (c). The purpose of such discussions will be to consider possible alternatives to layoffs including, but not limited to, early retirements and leaves of absence.

L26.02 Layoff

- (a) A layoff shall be defined as any reduction of the work force or of hours affecting bargaining unit employees.
- (b) In all cases of layoffs employee(s) will be laid off in reverse order of seniority ranking (including employees who are still serving their probationary period), provided that the Employer may retain sufficient employees who possess the necessary qualifications and/or ability, knowledge and skill to perform the jobs available. Employees shall follow the process outlined in Article L26.02 (e) and L26.02(f).
- (c) Employee(s) affected by any layoff shall be provided with notice in accordance with the Ontario Employment Standards Act, 2000 or one (1) month, whichever is greater.
- (d) 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 by pre-authorized debit and that the insurance policies permit such coverage to employees while on layoff.
- (e) In the event that (an) employee(s) is/are declared redundant, the employee(s), in order of seniority shall have the right to displace the most junior employee with an equivalent number of hours of work, subject to possessing the necessary qualifications and/or ability, knowledge and skill to perform the job.

An employee displaced shall follow the same procedure.

- (f) If there is not a more junior full-time employee to displace a full-time employee, the full-time employee shall have the right to displace the following employees, subject to possessing the necessary qualifications and/or ability, knowledge and skill to perform the job:
- i. the two most junior part-time employees who have less seniority than the full-time employee; or
 - ii. the most junior part-time employee who has less seniority than the full-time employee, and be placed on recall for the other part of their position; or
- the full-time employee may elect to:
- iii. change their status to become a part-time employee on a permanent basis; or
 - iv. be laid off.

The Employer shall not be required to alter the assignments to accommodate this provision. In the event the assignments do not accommodate the employee, the employee shall not be entitled to both assignments.

- (g) An employee who does not obtain a position through this procedure shall be identified for layoff. Such employee shall be placed on the recall list in order of seniority with the most senior at the top.

L26.03 Recall

- (a) In all cases of recall after layoff, employees shall be recalled in accordance with their seniority ranking provided they have the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- (b) An employee who is laid off shall retain seniority and right of recall for the following period of months if the employee has the length of continuous service set below:

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

- (c) Subject to Article L26.03 (a), no new employee shall be hired into the Bargaining Unit until all employees within the Bargaining Unit, who are on layoff have been

recalled, subject to necessary qualifications, ability, knowledge and skill to perform the jobs available.

- (d) All employees eligible for recall shall file with the Employer and the Bargaining Unit President their most recent address and telephone number.
- (e) Employees shall have the right to refuse an offer of recall that is to a position of lesser equivalent status to that which they held when they were laid off, without losing their right of recall.

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

- (f) Subject to (e) above an employee who fails to report to work when recalled shall be deemed to have lost the right of recall.
- (g) Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee requiring the employee to report to work on a date not earlier than seven (7) work days after the date of such notice. If the employee does not reply within seven (7) work days or fails to report for work at the time and date specified in the notice, the employee shall be deemed unavailable and the next eligible employee shall be called.
- (h) Those persons not recalled by the end of the recall period, or who fail to report to work when required to do so in accordance with sub-paragraph (e) shall receive any severance payment to which they would normally be entitled in accordance with the Collective Agreement and/or the Ontario Employment Standards Act, 2000.
- (i) The Employer agrees to notify the President of the Union of the names, positions and work locations of all employees being laid off or recalled.
- (j) When a probationary employee is laid off and subsequently recalled within a period of six (6) months, such employee shall be required to complete the remaining portion of their probationary period. Should the employee be laid off for a period in excess of six (6) months, they will be required to recommence their probationary period if recalled.

ARTICLE L27 - JOB SHARING

L27.01 The Employer agrees that two full-time employees, neither of whom are identified as being laid off, may choose to share a single full-time position provided the following requirements are met:

- (a) The application shall be made to the Superintendent of Human Resources on or before April 1 in the year prior to entering the plan. The proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s) involved, and the Superintendent shall be assured to their satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position. Employees shall be notified prior to May 15 of the acceptance or denial of the job sharing request.
- (b) At the time of granting the leave, agreement in writing shall be reached on the date of return to full-time assignments. The date may be extended by mutual agreement between the employees and the Employer.
- (c) The total salary paid shall not exceed the maximum rate for the classification level of the position and each job sharing partner shall receive an amount prorated to the percentage of the time worked.
- (d) An employee in the job sharing plan shall be entitled to benefits in accordance with the terms and conditions of the Central Agreement and the Employee Life and Health Trust ("ELHT").
- (e) Credited experience shall continue as though the employee(s) were working full-time. The entitlement to sick leave, vacation leave, and holiday pay shall be prorated to the time worked by the employee.
- (f) The job sharing agreement shall not represent a promotion for either employee.
- (g) Subject to the Layoff and Recall provisions of this Collective Agreement, in the year following the job share, the employee holding the position which was shared shall have the right to be returned to that position if such position exists or to a comparable position, and to the same status as held prior to the job sharing.
- (h) Subject to the Layoff and Recall provisions of this Collective Agreement, in the year following the job share, the employee who transfers from one position to the shared position shall have the right to be returned to the original position if such exists or to a comparable position, and to the same status held prior to the job sharing. Such right of return shall be for a period of up to two (2) years. Following the two (2) year period, the employee shall be entitled to a comparable position.

ARTICLE L28 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

L28.01 Where a member of the Bargaining Unit successfully applies for a vacant position or a term position outside the Bargaining Unit, the Employer shall notify the Bargaining Unit

of the employee's name and the date that the employee will commence duties in the new position.

L28.02 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, they shall not have a right of return to a Bargaining Unit position.

L28.03 A member of the Bargaining Unit who accepts a term position outside the Bargaining Unit with the Employer, for a maximum period of two (2) years, shall have the right of return to their former position if it exists at the same location or a comparable position within the Bargaining Unit subject to the layoff and recall provisions. Such member shall continue to accumulate seniority while in the term assignment.

L28.04 In the event a member of the Bargaining Unit accepts a term position in a non-affiliated position, for a maximum period of two (2) years, all terms and conditions of the non-affiliated position shall apply to the member. The member will be required to continue to pay union dues during the term assignment.

ARTICLE L29 – LOCAL GRIEVANCE/ARBITRATION PROCEDURE

L29.01 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.

L29.02 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.

L29.03 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.

L29.04 A grievance dealing with the dismissal of an employee, subject to Article L12 (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.

L29.05 Individual Grievance

Step 1

A grievance(s) must be submitted in writing, 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 five (5) days of the receipt of the grievance.

L29.06 Step 2

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

A written response will be provided to the Bargaining Unit from the Director of Education or designate within 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.

L29.07 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.

L29.08 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.

L29.09 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.

L29.10 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, 1995 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.

L29.11 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.

L29.12 No person shall be appointed as an 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.

L29.13 The Arbitrator or Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.

L29.14 (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 L30 - PUBLIC HOLIDAYS

L30.01 The following will be recognized as paid holidays to be paid for at the regular rates:

| | |
|----------------|------------------|
| New Year's Day | Canada Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |

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

L30.02 Notwithstanding Article L30.01, 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 Ontario Employment Standards Act, 2000 that is:

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

L30.03 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.

L30.04 Where a statutory holiday falls during an employee's approved vacation leave period, it shall not be deducted from the employee's vacation entitlement.

L30.05 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.

ARTICLE L31 - VACATIONS

L31.01 Annual school year salaries as set out in this Collective Agreement, pro-rated for part-time employees, include vacation pay in that employees are paid for but are not required to work during the Christmas Holidays or mid-winter break. If those holidays and break require more or fewer than ten (10) days vacation (in the calculation of which Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, and Christmas Leave Adjustment Days as may be granted by the Employer, shall be excluded), the employees shall receive the appropriate adjustment to the additional vacation days.

L31.02 (a) Regular Educational Assistants shall be entitled to additional annual vacation days with pay, prorated for part-time employees, as follows:

| Service (as at 1 September) | Additional Days |
|-----------------------------|-----------------|
| 0-5 years | 2.50 |
| 6 | 3.33 |
| 7 | 4.16 |
| 8 | 5.00 |
| 9 | 5.83 |
| 10 | 6.67 |
| 12 | 7.50 |
| 14 | 8.33 |

| | |
|---------|-------|
| 16 | 9.16 |
| 18 | 10.83 |
| Over 35 | 15.00 |

provided that in no case shall any employee receive less than the amount to which an individual is entitled under the Ontario Employment Standards Act, 2000.

- (b) Regular Early Childhood Educators shall be entitled to additional annual vacation days with pay, prorated for part-time employees as follows:

| Service (as at 1 September) | Additional Days |
|-----------------------------|-----------------|
| 0-5 years | 2.50 |

provided that in no case shall any employee receive less than the amount to which an individual is entitled under the Ontario Employment Standards Act, 2000.

L31.03 Vacation 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. Vacation entitlements in accordance with Article L31.02 shall be prorated accordingly.

L31.04 (a) Term employees who work for a full school year shall be entitled to vacation in accordance with articles L31.01, L31.05 and L31.06.

- (b) Term employees who work less than a full school year shall receive 4% in lieu of vacation, unless they have worked for the OCDSB for five (5) years or more, in which case they shall be entitled to 6% in lieu of vacation.

L31.05 Employees are expected to participate in Professional Learning Community activities and/or training programs on professional activity days. Employees may be permitted to take vacation leave on two (2) Professional Activity Days designated by the Employer. Following consultation with employees, the Employer reserves the right to determine the periods during which days of vacation may be scheduled.

In the event an Employee is not able to participate in the Professional Learning Community activities and/or training programs on Professional Activity days or take vacation leave because of operational requirements, any monies owing for any unused vacation leave shall be paid to the employee by the first pay in June. Vacation scheduled for June will be deducted from the pay out and no further vacation will be granted after May 1.

L31.06 An Employee who is confined to hospital, or who suffers a bereavement in the immediate family during scheduled vacation shall, upon presentation of acceptable verification, be permitted to reschedule an equivalent number of vacation days at a time mutually agreed upon between the Employee and the appropriate supervisor. The Employer reserves the right to request verification.

ARTICLE L32 - HEALTH AND SAFETY

L32.01 The parties recognize that the Joint Health and Safety Committee, as established by the Employer, is governed by the Ontario Occupational Health and Safety Act and Regulations. The parties further recognize Student Support Professionals Bargaining Unit representation on this committee in accordance with Article L8.03 (Bargaining Unit Representation).

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

L32.02 The Administering Medication to Students, Procedure PR.547.SCO, as established by the Employer and as amended from time to time shall apply to all employees covered by this Agreement.

L32.03 When employees are required to assist in managing student behaviours, they will follow procedures and/or guidelines as established by the Employer, and as amended from time to time.

L32.04 The parties agree that issues of concern regarding health and safety may be referred to the Labour-Management Committee as established under Article L8.02(b) (Bargaining Unit Representation).

ARTICLE L33 - HUMAN RESOURCES FILES

L33.01 (a) An employee shall have access during normal business hours, or such other time as may be arranged, to the Human Resources file that relates to the employee. Such access shall be granted with twenty-four (24) hours advance notice upon 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 their 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.

(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.

L33.02 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.

L33.03 Upon the employee's request, the Employer shall remove any letter of discipline and any written responses to the discipline submitted by the employee 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 L34 - PROFESSIONAL DEVELOPMENT

L34.01 The Employer shall allow the Bargaining Unit to sponsor Employer-approved education functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises during the employees' lunch period or following the regular working day, and on Employer-designated Professional Activity Days.

L34.02 Subject to the approval of the Superintendent, a regular or term employee may attend a relevant seminar or conference or attend a teacher-sponsored Board Professional Activity Day. The Employer will pay the employee as if in continuing employment for such approved days.

L34.03 Effective September 1, 2021 by October 31 each year the Employer will provide \$17.50 per full-time equivalent regular employee for purposes of a professional development fund.

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

ARTICLE L35 - GENERAL

L35.01 All correspondence between the Employer and the Bargaining Unit arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources or designate and the President of the Bargaining Unit.

L35.02 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.

L35.03 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.

L35.04 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.

L35.05 Travel and Compensation

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

Employees shall not use their vehicle to transport students.

L35.06 Change to Assignment

An employee's assignment in a school shall not be altered without prior consultation between the employee and the Supervisor, except in cases of temporary coverage situations where advance notice would be impracticable and/or engage student safety concerns.

L35.07 Performance Appraisals of Other OSSTF Members

A member of the SSP Bargaining Unit as defined in Article L3 (Recognition) shall not be required by the Board to make any appraisal on the performance of a member of another OSSTF bargaining unit.

L35.08 Liability Insurance

The Employer agrees to continue liability insurance and to make available to the Union the portions of policies that provide protection for employees.

L35.09 Casual Replacement

An employee shall not be required to arrange for a casual replacement.

L35.10 Storage of Personal Effects

The Employer shall ensure that each employee shall be provided a place at their worksite to permit secure storage of the employee's personal effects.

L35.11 Independent Medical Examination

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

ARTICLE L36 - FAMILY MEDICAL LEAVE

L36.01 In accordance with the Ontario Employment Standards Act, 2000 an employee will be entitled to Family Medical Leave without pay for up to twenty-eight (28) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to twenty- eight (28) weeks to provide care or support to an individual described in L36.01 (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 L36.01 (a) applies in respect to family members as defined in the Ontario 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 L36.01(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 L36.01(b) dies;
 - (ii) The last day of the 52-week period starting on the first day of the week in which the period referred to in L36.01 (a) begins.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight weeks during the period referred to in 36.01(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 L36.01(a)
- (j) If an employee takes a further leave in the event death did not occur within the 52 weeks referred to in L36.01 (d), the employer may request a copy of the required certificate as provided for under this legislation.

L36.02 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 continuation of benefit coverage and any applicable continued pension participation during the period of the leave shall be governed by the terms and conditions of the Central Agreement, the Employee Life and Health Trust ("ELHT") and the pension provider.
- (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 L26 the Employee shall return to their previous position, if it exists, or a comparable position.
- (f) The period of an employee's leave shall not be included in determining whether they have completed the probationary period under Article L11 (Probationary Period).

ARTICLE L37 - CONTRACTING OUT

L37.01 No Bargaining Unit employee shall be laid off, or suffer a reduction in normally scheduled hours of work, as a result of the Board contracting out any of its work or services. This Article does not apply to Early Childhood Educators in the extended day program.

ARTICLE L38 - EMPLOYEE ACCOMMODATION

L38.01 Where an employee is identified as requiring an accommodation, the Employer and the Bargaining Unit shall consult to seek an appropriate accommodation for that employee.

ARTICLE L39 - CRIMINAL BACKGROUND CHECKS

L39.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

L39.02 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.

L39.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

ARTICLE L40 – LABOUR MANAGEMENT MEETINGS

- (a) The Labour Management Committee shall normally consist of up to three (3) members of the Bargaining Unit and up to three (3) representatives of the Employer. 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.
- (b) By October 15 of each school year, three (3) labour management committee meetings shall be tentatively scheduled for that school year. Meetings of the Labour Management Committee will be arranged by the Superintendent of Human Resources, or designate, and scheduled at times convenient to the representatives.
- (c) The Labour Management Committee shall consider and attempt to resolve issues of mutual concern with the object of promoting positive relations between the Board and employees. It is understood that this Committee has no power to alter, amend, add to or modify the terms of this Agreement, but nevertheless may make recommendations to the Employer and Bargaining Unit.

“APPENDIX A”

SALARY SCHEDULE – EDUCATIONAL ASSISTANTS

Effective September 1, 2019

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Hourly: | \$23.91 | \$24.90 | \$25.95 | \$27.10 | \$28.25 | \$29.40 | \$30.60 |

Casual Employees: \$22.99 per hour + 4% vacation pay

Term Employees who work less than the school year: \$22.99 per hour + 4% vacation pay

Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

Note: In accordance with the Ontario Employment Standards Act, 2000, Educational Assistants who are entitled to vacation pay pursuant to these schedules and have worked for the OCDSB for 5 years or more shall be entitled to receive 6% vacation pay.

"APPENDIX A"

SALARY SCHEDULE – EDUCATIONAL ASSISTANTS

Effective September 1, 2020

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Hourly: | \$24.15 | \$25.15 | \$26.21 | \$27.37 | \$28.53 | \$29.69 | \$30.91 |

Casual Employees: \$23.22 per hour + 4% vacation pay

Term Employees who work less than the school year: \$23.22 per hour + 4% vacation pay

Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

Note: In accordance with the Ontario Employment Standards Act, 2000, Educational Assistants who are entitled to vacation pay pursuant to these schedules and have worked for the OCDSB for 5 years or more shall be entitled to receive 6% vacation pay.

"APPENDIX A"

SALARY SCHEDULE – EDUCATIONAL ASSISTANTS

Effective September 1, 2021

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Hourly: | \$24.39 | \$25.40 | \$26.47 | \$27.64 | \$28.82 | \$29.99 | \$31.22 |

Casual Employees: \$23.45 per hour + 4% vacation pay

Term Employees who work less than the school year: \$23.45 per hour + 4% vacation pay

Term Employees who work a full school year shall be paid at Step 1 of the Salary Schedule.

Note: In accordance with the Ontario Employment Standards Act, 2000, Educational Assistants who are entitled to vacation pay pursuant to these schedules and have worked for the OCDSB for 5 years or more shall be entitled to receive 6% vacation pay.

“APPENDIX “B”

SALARY SCHEDULE – EARLY CHILDHOOD EDUCATORS

Effective September 1, 2019

| | Letter of Permission | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| Hourly: | \$19.78 | \$21.44 | \$23.08 | \$24.72 | \$26.37 | \$28.02 |

Casual Employees:

| | |
|---|---------------------------|
| Registered Early Childhood Educators: | \$20.60 + 4% vacation pay |
| Non-registered or without ECE qualifications: | \$19.02 + 4% vacation pay |

Term Employees who work less than the school year:

| | |
|---|---------------------------|
| Registered Early Childhood Educators: | \$20.60 + 4% vacation pay |
| Non-registered or without ECE qualifications: | \$19.02 + 4% vacation pay |

Term Employees who work a full school year shall be paid:

| | |
|--|---|
| Registered Early Childhood Educators: | Step 1 of the Salary Schedule |
| Non-registered or without ECE qualification: | Letter of Permission of the Salary Schedule |

Note: In accordance with the Ontario Employment Standards Act, 2000, Early Childhood Educators who are entitled to vacation pay pursuant to these schedules and have worked for the OCDSB for 5 years or more shall be entitled to receive 6% vacation pay.

“APPENDIX “B”

SALARY SCHEDULE – EARLY CHILDHOOD EDUCATORS

Effective September 1, 2020

| | Letter of Permission | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| Hourly: | \$19.98 | \$21.65 | \$23.31 | \$24.97 | \$26.63 | \$28.30 |

Casual Employees:

| | |
|---|---------------------------|
| Registered Early Childhood Educators: | \$20.81 + 4% vacation pay |
| Non-registered or without ECE qualifications: | \$19.21 + 4% vacation pay |

Term Employees who work less than the school year:

| | |
|---|---------------------------|
| Registered Early Childhood Educators: | \$20.81 + 4% vacation pay |
| Non-registered or without ECE qualifications: | \$19.21 + 4% vacation pay |

Term Employees who work a full school year shall be paid:

| | |
|--|---|
| Registered Early Childhood Educators: | Step 1 of the Salary Schedule |
| Non-registered or without ECE qualification: | Letter of Permission of the Salary Schedule |

Note: In accordance with the Ontario Employment Standards Act, 2000, Early Childhood Educators who are entitled to vacation pay pursuant to these schedules and have worked for the OCDSB for 5 years or more shall be entitled to receive 6% vacation pay.

APPENDIX “B”

SALARY SCHEDULE – EARLY CHILDHOOD EDUCATORS

Effective September 1, 2021

| | Letter of Permission | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| Hourly: | \$20.18 | \$21.87 | \$23.54 | \$25.22 | \$26.90 | \$28.58 |

Casual Employees:

| | |
|---|---------------------------|
| Registered Early Childhood Educators: | \$21.02 + 4% vacation pay |
| Non-registered or without ECE qualifications: | \$19.40 + 4% vacation pay |

Term Employees who work less than the school year:

| | |
|---|---------------------------|
| Registered Early Childhood Educators: | \$21.02 + 4% vacation pay |
| Non-registered or without ECE qualifications: | \$19.40 + 4% vacation pay |

Term Employees who work a full school year shall be paid:


| | |
|--|---|
| Registered Early Childhood Educators: | Step 1 of the Salary Schedule |
| Non-registered or without ECE qualification: | Letter of Permission of the Salary Schedule |

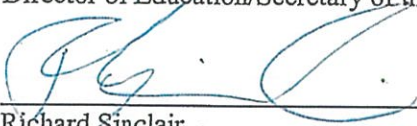
Note: In accordance with the Ontario Employment Standards Act, 2000, Early Childhood Educators who are entitled to vacation pay pursuant to these schedules and have worked for the OCDSB for 5 years or more shall be entitled to receive 6% vacation pay.

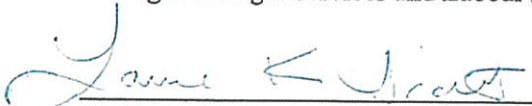
IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS 15th DAY OF Dec, 2021


THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

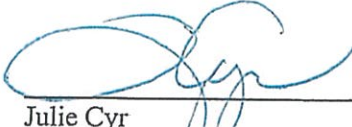

Lynn Scott
Chair of the Board


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


Richard Sinclair
Manager of Legal Services and Labour Relations

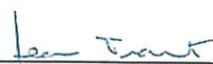

Laura Scott
Labour Relations Officer



Peter Symmonds
Superintendent of Instruction

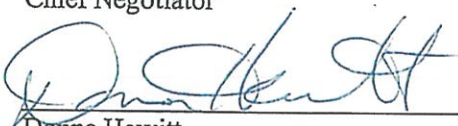

Julie Cyr
Manager, Early Learning

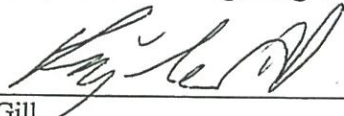

Melissa Coady
Human Resources Officer

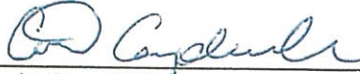
THE ONTARIO SECONDARY SCHOOL
SCHOOL TEACHERS' FEDERATION
District 25 – Student Support Professionals


Jean Trant
President, OSSTF - Student Support Professionals


Natasha Baines
Chief Negotiator


Donna Hewitt
Member, Collective Bargaining Committee


Raj Gill
Member, Collective Bargaining Committee


Cody Campbell
Member, Collective Bargaining Committee


Cheryl Cayell
Member, Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals

EMPLOYMENT INSURANCE REBATE

The Employment Insurance premium rebate normally paid to employees shall be retained by the Employer for the term of the collective agreement. This letter of understanding expires January 1, 2021.

Renewal signed in the City of Ottawa this 15th day of Dec 2021.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD


THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals




Chair of the Board



President, OSSTF - Student Support Professionals



Director of Education



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals

PAY EQUITY

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


Renewal signed in the City of Ottawa this 15th day of Dec 2021.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals




Chair of the Board



President, OSSTF - Student Support Professionals



Director of Education



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals

RE: PROBATIONARY EMPLOYEE PROGRESS REPORT

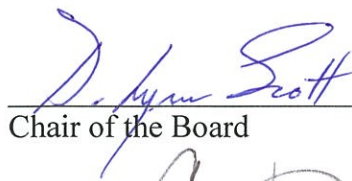
During the life of the collective agreement, the Employer will develop and implement a probationary employee progress report (checklist). It is the intent that the checklist would be completed by the hiring supervisor/manager/principal and reviewed with the probationary employee in the fourth month of the six month probationary period. The purpose of the checklist is to provide the employee with feedback on their performance at that point in time. The progress report can not be relied upon on the final determination of the outcome of the probationary period.

This progress report is neither grievable nor arbitrable.

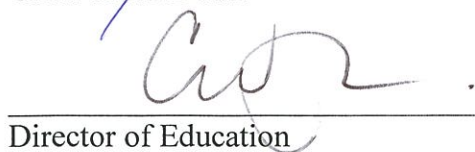
Renewal signed in the City of Ottawa this 15th day of Dec 2021.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals



Chair of the Board



Director of Education



President, OSSTF - Student Support Professionals



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE O.S.S.T.F. DISTRICT 25 STUDENT SUPPORT PROFESSIONALS
District 25 - Student Support Professionals

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

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


Renewal signed in the City of Ottawa this 15th day of Dec 2021.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

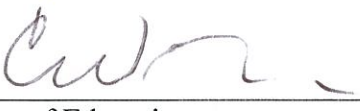
THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals



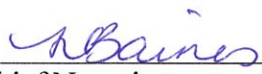
Chair of the Board



President, OSSTF - Student Support Professionals



Director of Education



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals

RE: HIRING AND PLACEMENT FOR SPECIAL EDUCATION CLASSES


The parties agree to establish a Joint Committee for the purpose of discussing the Hiring and Placement of Educational Assistants in Specialized Program classes. The Committee will consist of three (3) representatives of the Union and three (3) representatives of the Employer, unless otherwise mutually agreed.

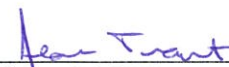
The first meeting of the Committee shall occur no later than 60 days after ratification of this Agreement. The Committee shall meet three (3) times, unless otherwise mutually agreed, and shall endeavour to complete its work by the end of the 2021 calendar year.


Signed in the City of Ottawa this 15th day of Dec 2021.


THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals


Chair of the Board


President, OSSTF - Student Support Professionals


Director of Education


Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals

RE: PILOT PROJECT RE DESIGNATED EDUCATIONAL ASSISTANT (“DEA”) MODEL

The parties agree to establish a Joint Committee for the purpose of discussing a pilot program establishing the position of a Designated Educational Assistant (“DEA”) to work in a select group of OCDSB schools. Below is a mutually agreeable initial framework to facilitate the process:

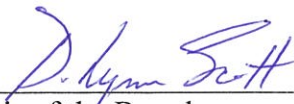
- The pilot program will initially include a DEA model at W.E.Gowling PS, Crystal Bay Centre for Special Education and Clifford Bowey PS with expansion to other sites upon mutual agreement;
- The status of the DEA will be that of a casual but they will be paid at Step 1 of the grid for the purposes of the pilot only and on a without prejudice basis;
- A DEA will only be paid for days that they work and there will be no access to paid leaves, including sick leaves;
- Subject to the Employer’s ability to redeploy the DEA is required, they will report to the same school each day and will be used to fill same day absences/unfilled assignments or to provide additional assistance to classes;
- The hours of work of the DEA shall be in accordance with Article L13 Hours of Work.

The Committee will consist of three (3) representatives of the Union and three (3) representatives of the Employer, unless otherwise mutually agreed.


The first meeting of the Committee shall occur no later than 30 days after ratification of this Agreement. This letter of agreement expires on August 30, 2022, unless the parties mutually agree otherwise.

Signed in the City of Ottawa this 15th day of Dec 2021.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

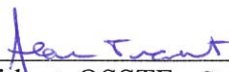


Chair of the Board

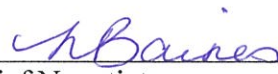


Director of Education

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals



President, OSSTF - Student Support Professionals



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals

RE: JOINT COMMITTEE RE BEST PRACTICES re ECE DAY ORGANIZATION

The parties agree to form a Joint Committee for the purposes of discussing best practices with respect to the daily organization and planning of ECE duties and responsibilities. The object of the Committee is to endeavour to ensure the most effective use of the time of Early Childhood Educators during their workday, for the joint benefit of students, and the employees.


The Committee will consist of three (3) representatives of the Union and three (3) representatives of the Employer, unless otherwise mutually agreed.

The first meeting of the Committee shall occur no later than 90 days following the ratification of this Agreement. The Committee shall meet three (3) times, unless otherwise mutually agreed, and shall endeavour to complete its work by the end of the 2021 calendar year.

Signed in the City of Ottawa this 15th day of Dec 2021.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals




Chair of the Board



President, OSSTF - Student Support Professionals



Director of Education



Chief Negotiator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals

RE: JOB DESCRIPTION - EDUCATIONAL ASSISTANT

In the event that the Employer undertakes a review of the above noted job description during the term of this Collective Agreement, it will consult and seek input from the bargaining unit as part of the process. This Letter of Understanding expires on August 30, 2022.


Signed in the City of Ottawa this 15th day of Dec 2021.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD


THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
District 25 - Student Support Professionals




Chair of the Board



President, OSSTF - Student Support Professionals



Director of Education



Chief Negotiator

LETTER OF INTENT

SKILL SHORTAGE ALLOWANCE

In the event there is a Board requirement to utilize the skills of Educational Assistants who have achieved an ASL Level 3 as assessed through the American Sign Language Proficiency Interview (ASL-PI) in the course of their employment assignment, the parties agree the rate of pay shall be \$1.00 above the maximum hourly EA rate.

Educational Assistants who hold the required qualifications and who have expressed an interest in such assignment will be given first consideration.

The Parties further agree that Section 8(1) e) and 8(2) of the Ontario Pay Equity Act have been met. Furthermore, if there is a complaint which is supported by the Review Officer, the parties agree that the salary will revert to the previous pay rate on the grid.