

COLLECTIVE AGREEMENT

BETWEEN

THE HAMILTON-WENTWORTH
DISTRICT SCHOOL BOARD
(HWDSB)

AND

THE ONTARIO SECONDARY
SCHOOL TEACHERS'
FEDERATION - DISTRICT 21 -
OFFICE, CLERICAL, TECHNICAL
BARGAINING UNIT
(OSSTF D21 OCTU)

[EFFECTIVE FROM SEPTEMBER 1, 2014 UP TO AND INCLUDING AUGUST 31, 2017]

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PART A – CENTRAL TABLE

C1.0 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.

C2.0 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, 2014 to August 31, 2017, 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.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the Labour Relations Act, 1995.

C3.0 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

C4.0 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA 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. The parties agree that the Crown may attend meetings.

C4.6 OSSTF/FEESO and CTA representatives will each select one co-chair.

C4.7 Additional representatives may attend as required by each party.

C5.0 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 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) 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.
- iii) The Committee shall complete its review within 20 days of the grievance being filed.

- iv) 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.
- v) 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.

C6.0 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.

C7.0 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.

C8.0 WORK YEAR

The fulltime 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.

C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.
- d) If an Employee is 61 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C10.0 BENEFITS

Parties have agreed to participate in a Provincial Benefit Trust, set out in the appended Letter of Agreement #2, subject to the due diligence process contained therein. The date on which a Board commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C10.1 Funding

- a) The funding per full-time equivalent employee will be calculated as per the appended Letter of Agreement.

C10.2 Cost Sharing

- a) With respect to the funding in C10.1 a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C10.3 Payment in Lieu of Benefits

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

C10.4

Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C11.0 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves 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.

C12.0 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. 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, but will instead be deducted from the new allocation once 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 an employee 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 their working 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 or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or 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.
- 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 for 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.

C13.0 MINISTRY INITIATIVES

OSSTF/FEESO education workers will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

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 de district catholique Centre-Sud
 - 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: <i>(Please print)</i>	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:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> 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 (<i>please do not include diagnosis</i>): _____ _____
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):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

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

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

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

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

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

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
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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, 2014.

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.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2017.

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:
 - a. 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.
 - b. 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:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. 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.

LETTER OF AGREEMENT #3

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: Regulated Support Staff Compensation Sub-Committee

Whereas there are varying salaries of OSSTF/FEESO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:

Within thirty (30) days of ratification of the final local agreement, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO.

The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain OSSTF/FEESO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants and skilled trades are not included in this group.

The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.

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: 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, 2017.

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')**

AND

The Crown/Couronne

RE: Early Childhood Educators Work Group

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of up to twelve (12) members shall be established as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO

The work group shall convene to consider and make recommendations concerning, but not limited to the following:

- Compensation rates and methods
- Hours of work
- Preparation time
- FDK class size and split classes
- Extended day program
- Staffing levels
- Professional collaboration and development

The work group shall make joint recommendations to the parties no later than June 30, 2016.

LETTER OF AGREEMENT #6

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 Health and Safety Working Group

The parties agree to participate in the Provincial Health and Safety Working Group. 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. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for OSSTF/FEESO members;
- Caring and Safe Schools as it relates to OSSTF/FEESO members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.

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

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')**

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016 and 2016-2017 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) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year;
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 2015-2016 and 2016-2017 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016 and 2016-2017 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. 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. Exceptions may be considered with mutual consent. 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, 2017.

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')**

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 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. 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. Allowances
2. Work Week
3. Paid Vacation
4. Statutory Holidays
5. Premiums
6. Staffing Levels
7. Professional Judgment and Reporting
8. ECE Preparation Time

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.

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.

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')**

RE: Long Term Disability (LTD) Plan Working Group

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and OSSTF/FEESO members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

LETTER OF AGREEMENT #11

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 should there be an additional PA Day beyond the current six (6) PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. 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 #12

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 #13

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: Violence Prevention Training

OSSTF/FEESO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and OSSTF/FEESO no later than November 30, 2016.

Local boards will consult with local unions regarding the implementation of the training program.

PART B – LOCAL TABLE

L1.0 – PURPOSE AND SCOPE

- L1.1 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the Board herein after called the parties.
- L1.2 It is the expressed desire of the parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.

L2.0 – RECOGNITION

- L2.1 The Board recognizes The Ontario Secondary School Teachers' Federation (O.S.S.T.F.), herein after called the Union, as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of the Office, Clerical and Technical Unit of the Ontario Secondary School Teachers' Federation, District 21 Hamilton-Wentworth, herein called the Bargaining Unit, comprised of all office, clerical and technical employees who are full-time, part-time, permanent, temporary or casual, employed by The Hamilton-Wentworth District School Board, herein after called the Board, save and except for supervisors and persons above the rank of supervisor and manager, Secretary to the Manager, Human Resources, Human Resources Analyst, Administrative Assistant – Human Resources, Employee Records Co-Ordinator, Return to Work Co-Ordinator, Human Resources Officer, Internal Auditor, Budget Analyst, Chief Payroll Clerk, Assistant to the Secretary of the Board, Secretary to the Director, Recording Secretaries – Director's Office, Computer Systems Analyst, Executive Assistants to Superintendents, and students employed in Co-Operative Education Programs.
- L2.2 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purpose of this Agreement.
- L2.3 The Board recognizes the right of The Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.4 The Union recognizes the right of the Board to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

L3.0 – UNION MEMBERSHIP

L3.1 All employees covered by this agreement shall remain members of the Union as a condition of continued employment. Future employees shall, as a condition of their employment, become Members of the Union on commencing employment with the Board.

L4.0 – UNION DUES AND ASSESSMENTS

L4.1 On each pay date on which a Member receives a pay cheque the Board shall deduct from each Member the Union Dues chargeable by the Union or the Bargaining Unit. The amount shall be determined by the Union, or the Bargaining Unit as the case may be, in accordance with its constitution and by-laws and made in writing to the Board at least thirty (30) days prior to the expected date of change.

L4.2 The Union Dues deducted in clause 4.1 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union, no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each Member:

- (a) Surname and first name
- (b) Social Insurance Number
- (c) Amount of Union Dues deducted
- (d) Amount of wages or salary on which Union Dues were deducted
- (e) The period of work for which dues are submitted

L4.3 The Bargaining Unit dues deducted in clause 4.1 shall be remitted to the Bargaining Unit Treasurer at the office of the Bargaining Unit no later than the fifteenth (15) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the same information as in 4.2 (a) to (e).

L4.4 The Union and the Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Bargaining Unit as the case may be.

L5.0 – UNION RIGHTS

L5.1 The Union shall notify the Board, in writing, of the following:

- (a) Names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer
- (b) Address and phone number of its Head Office
- (c) Address and phone number of the Bargaining Unit Office

L5.2 The Board shall advise the President of the Bargaining Unit, in writing, of each new Member's name and work location within thirty (30) working days of commencement of employment of the new Member.

- L5.3 The Board shall notify the President of the Bargaining Unit, in writing within five (5) working days, when a Member covered by this Agreement is promoted, demoted, transferred, will be laid off, is recalled, is disciplined, is put on review, or whose employment is terminated for any reason.
- L5.4 The Board shall advise all new Members that a Collective Agreement is in effect and provide the new Member with the name and business phone number of the President of the Bargaining Unit.
- L5.5 The Union agrees not to engage in Union activities during normal working hours, except for normal break periods. The Union further agrees not to hold Union meetings on the premises of the Board without prior permission of the Manager, Employee Relations or designate unless otherwise provided in this Agreement.
- L5.6 The Union may use the inter-office mail service and electronic mail for the purpose of communicating with its Members. If the Board believes the use of the services is being misused, the Manager, Employee Relations shall so notify the President of the Bargaining Unit and the matter may be taken up as a Board Grievance.
- L5.7 Official correspondence between the Board and the Union or the Bargaining Unit shall be sent to the Manager, Employee Relations and President of the Bargaining Unit respectively unless otherwise provided for elsewhere in this collective agreement.
- L5.8 The Board and the Union agree that a Union representative shall have access to any Member for a brief exchange of information any time during the working day. Only on matters of the utmost importance would a Member be called from a meeting or be away from the Member's work station without following the procedures outlined in clause L14.42. If either party, the Board or the Union, believes this clause is being misused the President of the Bargaining Unit and the Manager, Employee Relations shall meet to discuss the concern.

L6.0 – COLLECTIVE AGREEMENT

- L6.1 The Collective Agreement shall be posted onto the Board's web portal.

L7.0 – MANAGEMENT RIGHTS

- L7.1 Both parties to this Agreement recognize that, subject to the qualifications and limitations contained in this Collective Agreement, it is the sole right of the Board to manage its affairs in a fair and reasonable manner and not inconsistent with the prevailing statutes and regulations governing employment in the Province of Ontario and the Ontario Education Act.
- L7.2 Board agrees not to make or modify any policy, rules or regulations, or change or modify established practice which affects the status or working conditions of any Member without first consulting with the Union at least thirty (30) days prior to the proposed implementation of same.

- L7.3 Subject to clauses L7.1 and L7.2, the Union acknowledges that it is the exclusive right of the Board to hire, promote, demote, layoff, recall, transfer and classify Members.
- L7.4 Subject to clauses L7.1 and L7.2, the Board has the right to discipline, demote, suspend or discharge any Member for just cause provided that a claim by a Member that the Member has been discharged, suspended, demoted or disciplined without just cause may be the subject of a grievance and dealt with in accordance with this Agreement.
- L7.5 Subject to clauses L7.1 and L7.2, the Board has the right to operate and manage its business in all respects including the direction of the work force, the work schedules, the methods and processes used, the right to decide the number of Employees needed by the Board at any time, the right to determine the methods, machinery, equipment and tools to be used.
- L7.6 Subject to clauses L7.1 and L7.2, the Board has the right to make, alter and enforce from time to time reasonable rules and regulations.

L8.0 – JUST CAUSE

- L8.1 No Member shall be demoted, disciplined, transferred or discharged without just cause.
- L8.2 The Board shall not discipline, without just cause, a Member by means of:
- (a) a written reprimand;
 - (b) demotion;
 - (c) suspension with or without pay;
 - (d) termination of employment.
- L8.3 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed on the Member's personnel file. Unless such notation is made in writing to the Member, the Board shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days of the discovery of the occurrence giving rise to the action and such notice shall be acknowledged by a signed receipt or a registered letter. In such cases, the President of the Bargaining Unit shall be notified at the same time, by mail, that the Member has been disciplined or received a derogatory notation. Any written reply by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file.
- L8.4 A Member is entitled, prior to the imposition of progressive discipline, to be notified, at a meeting with Board representatives the reasons for such action. The Board shall inform the Member and the President of the Bargaining Unit, prior to the day of the meeting, of the Member's right to have the President of the Bargaining Unit or Chief Negotiator present and also the time and place of such meeting.

L8.5 (a) For all meetings related to this Article which are held during normal working hours, the Member, subject to clause L8.5 (b), and the Bargaining Unit President, or designate (who is not on a leave of absence) shall be paid for time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.

(b) A Member who has been suspended without pay or discharged for just cause, shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

L8.6 Upon the written request of a Member, any derogatory notations, disciplinary actions, written warnings or other similar documents that have been placed in a Member's personnel file shall be removed from such file after eighteen (18) months from the time the documents were first put in the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.

L9.0 – NO DISCRIMINATION

L9.1 The parties agree that in accordance with the Ontario Human Rights Code there shall be no discrimination against any Member because of race, creed, colour, age, sex, gender identity, gender expression, marital status, family status, religion, citizenship, ancestry, ethnic origin, place of origin, place of residence, record of offences, disability, or sexual orientation.

L9.2 The Board shall not discriminate against, interfere with, restrict or coerce any Member because of the Member's membership in the Union.

L10.0 – ACCESS TO MEMBER'S PERSONNEL FILE

L10.1 The only recognized personnel file retained by the Board will be located in the Human Resources Department.

L10.2 A Member shall have access to examine the Member's personnel file upon prior arrangement with the Human Resources Department. Upon request, a Member shall be provided with a copy of material contained in such file.

L10.3 A Member may request that the Bargaining Unit President or designate accompany the Member to review the personnel file.

L10.4 Member shall have the right to contest in writing the accuracy of such information contained in the Member's personnel file, and have the same recorded in the Member's file. If there is an error in the information, the Board shall notify all parties concerned in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

L11.0 – STRIKE OR LOCK-OUT

L11.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the Members in this bargaining unit. The meaning of the words “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act and its Regulations, and School Boards Collective Bargaining Act.

L11.2 When other Board Employees are on strike or lockout, a Member shall carry on the regular duties to the best of the Member’s ability, without assuming any functions or responsibilities that are normally discharged by the Board employees that are on strike or lockout.

L12.0 – JOB SECURITY

Contracting Out

L12.1 No bargaining unit Member shall be laid off as a result of the Board contracting out any of its work or services.

Volunteers

L12.2 No volunteer(s) shall have access to any information covered by the Freedom of Information and Protection of Privacy Act.

L12.3 No Member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the use of volunteers.

Co-Op Students

L12.4 The Board agrees to share with the President of the Bargaining Unit co-op student placements which occur within school offices, school libraries or departments.

L12.5 Where there is a concern over the co-op students activities that may impact on bargaining unit work, the President will contact the Manager, Employee Relations. The Manager, Employee Relations will convene a meeting with representatives from the work site and appropriate administrative staff in order to attempt to alleviate the concern.

L12.6 No Member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the use of co-op students.

L12.7 No co-op student(s) shall have access to any information covered by the Freedom of Information and Protection of Privacy Act.

Ontario Works Program

L12.8 The board agrees that no bargaining unit work shall be performed for the board under the auspices of an "Ontario Works" Program.

L13.0 – STAFF RELATIONS COMMITTEE

L13.1 The Bargaining Unit President shall be a member of the Staff Relations Committee that has been established between the Board and O.S.S.T.F., District 21 Bargaining Units and shall meet at a mutually agreed upon time, at least once every two (2) months to discuss concerns, interpretation of rules and such other matters as it deems necessary.

L13.2 The Committee is not designed to by-pass or eliminate any of the rights of grievance as granted under this Agreement, but is designed to provide another avenue for mutual discussion of problems that may arise in the operations of the Board's schools and work locations.

L13.3 A Bargaining Unit staff relations committee, consisting of up to three (3) Members of the Bargaining Unit, appointed by the Bargaining Unit, shall meet with up to three (3) members of the Board, to discuss issues pertaining only to this Bargaining Unit. Such meeting shall occur within ten (10) working days of being called by either party to this agreement

L14.0 – GRIEVANCE PROCEDURE

L14.1 For the purpose of this Article, the definition of "working day" shall be the normal days worked by a Member exclusive of Saturdays, Sundays, Recognized Paid Holidays and Paid Vacations. Days during the months of July and August shall not count as workdays for ten (10) month Members.

L14.2 The term "grievance" shall mean any difference arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement.

L14.3 A written grievance shall contain:

- (a) Identification of the part or parts of this Agreement allegedly violated.
- (b) A description of when the alleged violation took place.
- (c) A description of how the alleged dispute is in violation of the Agreement.
- (d) A statement of the facts to support such grievance.
- (e) The relief sought.
- (f) In the case of an individual grievance, the signature of the grieved Member and the President of the Bargaining Unit or designate.
- (g) The signature of the President of the Bargaining Unit or designate in the case of a Group Grievance or Union policy grievance and the signature of the Director of Education or designate in the case of a Board policy grievance.

INDIVIDUAL GRIEVANCE

Informal Procedure

L14.4 The Board and the Union agree that it is desirable that any complaint should be addressed as quickly as possible. Members are therefore encouraged to discuss the complaint informally with their immediate Supervisor within fifteen (15) working days from the date of the occurrence, which led to the complaint with a view to the parties reaching a settlement of the complaint. The Supervisor shall answer the complaint within five (5) working days after first discussing the complaint with the Member(s).

Formal Procedure

L14.5 If informal attempts to resolve the complaint have failed or the Member has chosen not to implement the informal process for reasons that will be provided to the Board during Step 1, the following procedure shall apply:

Step 1

L14.6 The Union may, with written concurrence of the Member concerned, make written grievance to the Manager, Labour and Employee Relations, provided the grievance is submitted within fifteen (15) working days of the response of the immediate Supervisor as indicated in clause L14.4 or within fifteen (15) working days of the date of the occurrence which lead to the complaint if the informal process was not implemented by the Member.

- L14.7 (a) The Manager, Labour and Employee Relations or designate shall inform the President of the Bargaining Unit of the name of the designated official to hear the grievance. Such designated official shall meet with the Union, within ten (10) working days of the grievance being received by the Manager, Labour and Employee Relations to discuss the grievance.
- (b) The designated official shall answer the grievance, in writing, to the President of the Bargaining Unit within ten (10) working days after the meeting.

Step 2

L14.8 Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Director of Education or designate within five (5) working days after receipt of the reply from the designated official.

- L14.9 (a) The Director of Education or designate shall meet with the Union within five (5) working days of receipt of the grievance to discuss the grievance.
- (b) The Director of Education or designate shall provide a written response to the grievance to the President of the Bargaining Unit within ten (10) working days of the meeting.

Step 3

L14.10 Failing satisfactory settlement at Step 2, the Union may refer the grievance to arbitration within fifteen (15) working days of receipt of the response of the Director of Education or designate.

L14.11 A person who responds to a Member in the informal process shall not be the designated person as provided in Step 1 or Step 2 of the above procedure.

Grievance Mediation

- L14.12 (a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.
- (b) The timelines outlined 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 are frozen.

Group Grievance

L14.13 A group grievance shall be a grievance arising out of the same or similar set of circumstances or the same Board decision which affects more than one Member.

L14.14 A group grievance shall be filed at Step 1 by the Union to the Manager, Employee Relations within fifteen (15) working days of the Bargaining Unit Executive becoming aware of the occurrence giving rise to the grievance.

Union Policy Grievance

L14.15 A Union Policy Grievance shall be filed with the Manager, Employee Relations within fifteen (15) working days of the Bargaining Unit Executive becoming aware of the circumstances, which gave rise to the policy grievance.

L14.16 The Director of Education or designate shall meet with the Union to discuss the policy grievance within five (5) working days of receipt of the grievance by the Manager, Labour and Employee Relations.

L14.17 The Director of Education or designate shall provide a written response to the grievance to the President of the Bargaining Unit within ten (10) working days of the meeting.

L14.18 If the response of the Director or designate is not satisfactory, the Union may refer the grievance to arbitration within fifteen (15) working days of receipt of the response of the Director of Education or designate.

Board Policy Grievance

L14.19 A Board Grievance shall be filed with the President of the Bargaining Unit or designate within fifteen (15) working days of the Board becoming aware of the circumstances, which gave, rise to the grievance.

L14.20 The President of the Bargaining Unit or designate shall meet with the Board to discuss the policy grievance within five (5) working days of receipt of the grievance by the President of the Bargaining Unit or designate.

L14.21 The President of the Bargaining Unit or designate shall provide a written response to the grievance to the Director of Education within ten (10) working days of the meeting.

L14.22 If the response of the President of the Bargaining Unit or designate is not satisfactory, the Board may refer the grievance to arbitration within fifteen (15) working days of receipt of the response of the President of the Bargaining Unit or designate.

Arbitration

L14.23 Where a grievance is to be referred to arbitration, clauses L14.24 to L14.38 shall apply.

L14.24 The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and stating the name, phone number and address of its appointee to the Board of Arbitration.

L14.25 Within ten (10) working days after receipt of such notice, the other party shall respond by indicating the name, phone number and address of its appointee to the Board of Arbitration.

L14.26 The two (2) appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Board of Arbitration.

L14.27 If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour upon request of either party.

L14.28 The Board of Arbitration shall be governed by clauses L14.29 to L14.36 inclusive.

L14.29 The Board of Arbitration shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Member affected by it.

L14.30 The decision of a majority is the decision of the Board of Arbitration but if there is no majority, the decision of the chairperson governs.

L14.31 Each of the parties shall bear the expenses of its appointee and the fees for the Chairperson of a Board of Arbitration shall be shared equally by both parties in the grievance.

L14.32 The Board of Arbitration shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

L14.33 The Board of Arbitration shall not have the power to alter or amend any of the provisions of this Agreement unless otherwise provided by this Agreement.

L14.34 The parties and the Board of Arbitration shall have access to the Board's premises to view working conditions, machinery or operations, which may be relevant to the resolution of a grievance.

L14.35 The Board of Arbitration shall have the powers to act in accordance with the Ontario Labour Relations Act with respect to:

- (a) whether or not a matter is subject to arbitration
- (b) whether or not there are reasonable grounds for the extension of timelines under this Article and that the opposite party will not be substantially prejudiced by the extension
- (c) the modification of a penalty for discharge or discipline.

L14.36 No person shall be appointed as an Arbitrator or member of a Board of Arbitration who has been involved in the negotiation of this Collective Agreement or in attempts to settle the grievance.

L14.37 The parties may agree, in writing, to seek the appointment of a single Arbitrator. Should the parties be unable to agree on the name of a single Arbitrator, one of the parties may request the Minister of Labour to make the appointment. A single arbitrator shall be subject to the same terms and limitations as an arbitration board.

L14.38 Either party may seek expedited arbitration in accordance with the Ontario Labour Relations Act by notifying the other party, in writing, of such action.

General

- L14.39 (a) A Member, subject to clauses L14.39 (b) and (c), whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Member had been at work for the Member's scheduled shift and also such attendance shall be without loss of benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- (b) A Member who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.
- (c) Exclusive of the grievor and the Bargaining Unit President, who is not on a leave absence, or designate, the maximum number of Members to be paid by the Board under clause L14.39 (a) for attendance at any one meeting under this Article is three (3).

L14.40 Time lines shall be observed by both parties except when an extension or limitation is mutually agreed upon in writing.

L14.41 The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a deceased Member's estate or on behalf of a retired Member if the substance of the grievance is directly related to the Collective Agreement that was in place at the time of death or the time of retirement, as the case may be, of the Member. The timelines for filing a grievance as described in this Article apply to any grievance filed under this clause.

L14.42 The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a Member who is confined to jail or in the hospital or is similarly incapacitated.

L14.43 Permission for the grievor and Union representative to leave their work without loss of salary to take part in the processing of a grievance through the grievance/arbitration procedure shall be granted by the Board under the following circumstances:

- (a) All time shall be devoted to the prompt handling of the grievance;
- (b) The Union representative and grievor concerned shall obtain the permission of the appropriate immediate Supervisor(s) before leaving their work. Such permission shall not be unreasonably withheld. In the absence of the immediate Supervisor, the Union representative and the grievor shall notify the office of the appropriate Superintendent that the representative and grievor will be away from their work location.
- (c) Should the nature of a grievance require a Union representative to visit the work area of an aggrieved Member, the Union representative and the Board shall establish a mutually satisfactory time for the visit.
- (d) In the event the immediate Supervisor believes that time off work under this clause is being abused, the Supervisor shall refer the matter to the Board and it may be taken up as a Board grievance.

L15.0 – BEREAVEMENT LEAVE

L15.1 Bereavement Leave shall be granted to a Member in accordance with this Article.

L15.2 For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the Member or the Member's spouse, leave shall be granted without loss of salary or deduction from sick leave for a period not exceeding four (4) consecutive working days. Notwithstanding clause L15.5, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resources or designate where extended travel is required.

L15.3 For absence occasioned by the death of other relatives of the Member or the Member's spouse's immediate family, leave shall be granted without loss of salary or deduction from sick leave for a period not exceeding three (3) consecutive working days. Notwithstanding clause L15.5, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resources or designate where extended time is required.

L15.4 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from sick leave for a period not exceeding one (1) day for the purpose of attending a funeral.

L15.5 The bereavement leave shall begin within seven (7) calendar days following the day of death.

L16.0 – MISCELLANEOUS LEAVES OF ABSENCE

L16.1 The Board shall grant a leave of absence to a Member in the following circumstances:

- (i) up to one (1) day when the Member is scheduled to write, during working hours, an academic, trade or professional examination;
- (ii) one (1) day when the Member attends the Member's post secondary graduation;
- (iii) up to one (1) day when the Member attends the graduation of the Member's spouse, child, step child;
- (iv) to celebrate a recognized religious holy day

L16.2 All leaves of absence granted under clause L16.1 will be without loss of salary and will not be deducted from sick leave.

L16.3 The Director of Education or designate may grant a leave of absence to any Member for reasons other than illness up to a maximum of three (3) working days in each calendar year without deduction of salary or sick leave.

L16.4 All absences must be reported through the Board's automated attendance system prior to the absence.

L16.5 Such leaves as indicated above shall be limited to five (5) miscellaneous leave of absence days per year.

L17.0 – PERSONAL LEAVE OF ABSENCE

L17.1 A personal leave of absence may be granted by the Board to a Member, upon approval of the Member's immediate Supervisor and on the recommendation of the Manager of Employee Relations, in accordance with the conditions set out in this Article. Such approval shall not be unreasonably withheld.

- L17.2 A Member desirous of a personal leave of absence of more than four (4) weeks, shall give the Board at least four (4) weeks written notice. The Board shall endeavour to respond to a written request for a leave of absence of less than four (4) months via e-mail, within five (5) working days of receipt of the written request and within fifteen (15) working days for a request for a leave of absence for four (4) or more months.
- L17.3 A leave of absence granted under this Article shall be without salary/wages.
- L17.4 Before commencing a leave of absence, a Member may continue employee benefit coverage under Article L45 during the period of the leave by paying the full cost of the premiums in advance, otherwise the benefit coverage will be cancelled.
- L17.5 The period of a leave granted under this Article shall not be greater than two (2) years.
- L17.6 If the Member's original request for leave was one year, then an extension of one (1) year may be granted to the Member with the approval of the Board upon written request of the Member received by the Board not less than four (4) weeks prior to the end of the original leave. Such approval shall not be unreasonably withheld.
- L17.7 Subject to Article L45 – Layoff and Recall, at the end of the period of the leave of absence or its extension, the Member shall return to the same position held by the Member immediately prior to the commencement of the leave of absence, if it still exists, or to a comparable position, if it does not. If the Member has applied and been appointed to another position with the Board during the period of the leave of absence, the Member shall return to work in that position.

L18.0 – UNION LEAVE

- L18.1 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.
- L18.2 (a) Union leave shall be granted to representatives of the Union for the purpose of carrying out Union Business to a maximum of eighty (80) days per work year.
- (b) The maximum number of representatives to be granted such leave shall be six (6) at any one time. If such leave involves two or more Members from the same school or sub-department, prior approval should be obtained from the immediate Supervisor.
- (c) Notwithstanding the above, should an emergency meeting of the OCTU Executive be necessary, leave will be granted to each elected Executive member in order to attend the meeting. This leave is limited to one day per executive member per school year.
- L18.3 In addition to the leave granted in clause L18.2 (a), four (4) representatives of the Bargaining Unit Collective Bargaining Committee shall be granted a leave of absence to attend negotiation meetings with the Board.

- L18.4 Leave of absence shall be granted by the Board to Union representatives on Board committees which meet during the normal workday of the Member. Such leave shall be in addition to the leaves granted in clauses L18.2 (a) and L18.3.
- L18.5 (a) In addition to the leaves granted in clauses L18.2 (a) to L18.4, the Board shall grant a leave of absence, for the period of the term of office, to the Member who is elected to the office of the President of the Bargaining Unit or to the Executive of the Provincial O.S.S.T.F.
- (b) Subject to Article L45 – Layoff and Recall, at the end of the period of the leave of absence, the Member shall return to the same position held by the Member immediately prior to the commencement of the leave of absence, if it still exists, or to a comparable position, if it does not.
- L18.6 (a) Subject to clauses L18.6 (b) and (c), leaves granted under this Article shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- (b) The Bargaining Unit shall reimburse the Board for the salary/wages of any Member required by the granting of a leave under clause L18.2 (a).
- (c) Effective September 1, 2015, the Bargaining Unit shall reimburse the Board an amount equal to eighty-five percent (85%) of the salary/wages that would otherwise be paid by the Board for a Member granted a leave under clause L18.5 (a)

L19.0 – PATERNAL LEAVE

- L19.1 For absence occasioned by the birth or adoption of a son or daughter, the Employer shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding two (2) days. This leave shall be granted on the following days: the date of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Member's sick leave.

L20.0 – PREGNANCY LEAVE

- L20.1 Upon application in writing, a Member who is pregnant and who is employed by the Board immediately preceding the estimated date of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.
- L20.2 The Board shall not terminate the employment of or lay-off any Member who has been granted a leave of absence under this Article.
- L20.3 (a) A Member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (b) The Member shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

- L20.4 (a) A Member who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The Member will not be required to use pregnancy leave unless the Member so elects.
- (b) In the case of a Member who elects to stop working because of complications caused by pregnancy or stops working because of birth, stillbirth or miscarriage that happens earlier than the Member expected to give birth, clause L20.3 will not apply. The procedure will be as indicated in clause L20.5, which follows.
- L20.5 Within two (2) weeks of stopping work a Member described in clause L20.4 (b), above must give the Board:
- (a) written notice of the date the pregnancy leave began or is to begin; and a certificate from a legally qualified medical practitioner stating that:
- (i) in the case of a Member who elects to stop working because of complications caused by the pregnancy, states the Member is unable to perform the Member's duties because of complications caused by the pregnancy and states the expected birth date, or
- (ii) in any other case, states the date of birth, stillbirth or miscarriage and the date the Member was expected to give birth.
- L20.6 The pregnancy leave ends:
- (a) The later of – six (6) weeks after birth, stillbirth or miscarriage - seventeen (17) weeks after the leave began, or
- (b) at an earlier date if the Member gives the Board at least four (4) weeks written notice of the date.
- L20.7 A Member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not. Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this Article shall be without loss of seniority or benefits.
- L20.8 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits – Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the statutory Pregnancy Leave unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.
- L20.9 (a) A member granted a statutory pregnancy leave of absence as of September 1, 2007 shall be compensated by the Board provided the member:
- (i) is eligible for pregnancy leave benefits under EI.
- (ii) Makes a claim to the Board on a form to be provided indicating the weekly amount payable by EI.

- b) The Board will provide a weekly benefit payable for the two week waiting period at a weekly rate equal to 100% of the member's normal weekly earnings providing the member complies with (a) above.
- c) The Board will provide a top-up to 100% of the member's normal salary for up to six weeks of pregnancy leave immediately following (b) above.
- d) A member who is eligible for EI benefits may only use the provisions of (b) and (c) above. Only a member who is not eligible for EI benefits and who provides approved medical documentation for the need may use sick leave. A member may only access the number of sick days available to her under the Board's sick leave plan.
- e) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the member's normal employment period. (July and August if ten month employment). This plan shall be subject to approval of EI.

L21.0 - STATUTORY PARENTAL LEAVE

- L21.1 For the purpose of this Article and Appendix B, parents shall be defined as one of the following;
- (a) natural father or mother
 - (b) adoptive father or mother
 - (c) any person in a relationship of some permanence with the parent of the child.
- L21.2 Upon application in writing, a Member who is a parent of a child is entitled to a leave of absence without pay following:
- (a) the birth of the child; or
 - (b) the coming of the child into custody, care and control of a parent for the first time.
- L21.3 The Board shall not terminate the employment of or lay off any Member who has been granted a leave of absence under this Article.
- L21.4 The Parental Leave of a Member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- L21.5 For persons not covered under clause L21.4, Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody and control of a parent for the first time.
- L21.6 The Member must give the Board at least two (2) weeks written notice of the date the leave is to begin.

L21.7 If a Member wishes to change the date when a Parental Leave is scheduled to begin the Member must give written notice:

- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
- (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

L21.8 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

L21.9 The Parental Leave ends:

- (i) thirty-five (35) weeks after it begins if the employee also took a pregnancy leave, or thirty-seven (37) weeks after it begins if they did not take a pregnancy leave; or
- (ii) at an earlier date if the Member gives the Board at least four (4) weeks written notice before the earlier date; or
- (iii) to a later date if the Member gives the Board at least four (4) weeks written notice before the date the leave was to end.

L21.10 A Member who intends to resume employment on the expiration of a statutory Parental Leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not.

Reinstatement from Parental Leave under this Article shall be without loss of seniority or benefits. Seniority continues to accrue during Parental Leave.

L21.11 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits – Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory parental leave up to a maximum of thirty-five or thirty-seven (35 or 37) weeks as outlined in 21.9 (a) unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.

L21.12 (a) A Member granted statutory Parental Leave as of September 1, 2007 shall be compensated by the Board under an E.I. approved Supplementary Employment Benefit (SEB) Plan, as outlined below, provided the Member:

- (i) has not already received payment during pregnancy leave
- (ii) is eligible for parental leave benefits under E.I.
- (iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by the E.I.

(b) The Board will provide a weekly benefit payable for the two week waiting period at a weekly rate equal to 75% of the member's normal weekly earnings providing the member complies with (a) above.

- (c) No supplementary benefit will be paid under this Plan for any week in the waiting period which fall outside the Member's normal employment period (July and August if ten (10) month employment). This plan shall be subject to approval of E.I.

L22.0 - EXTENDED PARENTAL LEAVE

- L22.1 The Board shall grant an extension to the parental leave as provided in Article L21 in accordance with the terms and conditions outlined in this Article.
- L22.2 The Member shall provide written notice to the Board at least four (4) weeks prior to the scheduled end of the parental leave indicating the start and end dates of the extended parental leave.
- L22.3 The extended parental leave shall not exceed one (1) year.
- L22.4 The Member may retain any insured benefits in which the Member was enrolled immediately prior to the leave by paying the full cost of the premiums in advance, otherwise the benefit coverage will be cancelled.
- L22.5 A Member who intends to resume employment on the expiration of an extended parental leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member, subject to Article L45 - Layoff and Recall, to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not.
- L22.6 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return.

L23.0 – EMPLOYEES ON MEDICAL LEAVES OF ABSENCE

- L23.1 A Member who is unable to report for work as a result of illness or injury and who submits medical documentation as required in Article L27.0, shall be considered to be on a medical leave of absence until the Member exhausts their sick leave.
- L23.2 Once the Member exhausts their sick leave, the Member shall be placed on a general leave of absence for a period of two years.
- L23.3 While the Member is on medical leave the Member shall remain covered by the terms and provisions of the collective agreement.
- L23.4 A Member who has been approved for Long Term Disability will be placed on a disability leave of absence.

L24.0- DEFERRED SALARY LEAVE PLAN

- L24.1 A Member who has completed at least one and one-half (1 ½) years of continuous service under permanent status with the Board may apply for a paid leave of absence as outlined below:
- (i) for Members working in elementary work locations the leave may be from after the Christmas Break period until the end of June;
 - (ii) for Members working in secondary work locations the leave may be for a semester
 - (iii) for Members working in other than a school location the leave may be for a period of six months. Notwithstanding the above, the Member and Supervisor may mutually agree to a different time period of at least six months.
- L24.2 The conditions governing a paid leave of absence under this Article shall be:
- (a) The period of leave shall follow the savings period and be in either the third, fourth or fifth year of the plan.
 - (b) A Member shall apply to the Manager of Employee Relations for a paid leave of absence at least three (3) months prior to the requested start of the savings period in the plan.
 - (c) The amount of the Member's salary that shall be held back during the savings period shall be thirty-three and one-third per cent (33 1/3%) for a leave in the third (3rd) year; twenty-five per cent (25%) for a leave in the fourth (4th) year and twenty per cent (20%) for a leave in the fifth (5th) year.
 - (d) Members who hold ten (10) month permanent positions and Elementary School Secretaries who hold twelve (12) month permanent positions must take a leave of absence under this Article, which corresponds with the school year. All other Members must take a leave of absence of one (1) full year, which will begin on January 1st of the calendar year.
- L24.3 The Board shall notify the Member within two (2) months of the date of application whether or not the Member has been granted the paid leave of absence.
- L24.4 All Members participating in the Plan must sign a form of agreement approved by the Union and the Board, which outlines the conditions of the leave.
- L24.5 The salary that is held back, together with interest shall be held in trust by the Hamilton Teachers' Credit Union.
- L24.6 During the period of leave, the Board shall pay to the Member, the amount of salary held back. The method of payment during the period of leave shall be by mutual agreement of the Board and the Member.
- (a) The interest earned shall be paid to the Member in the year it was earned.
 - (b) The Board shall make the appropriate deductions, including pension plan contributions subject to the regulations of the pension plan, from the payment(s) made to the Member.

L24.7 The Board shall maintain full fringe benefit coverage for the Member during the period of leave.

L24.8 The Plan in this Article is subject to any Revenue Canada regulations or rulings. The President of the Bargaining Unit shall be notified of such regulations and rulings.

L24.9 If the Member ceases to be employed by the Board, withdraws from the agreement of paid leave or dies prior to taking the leave of absence, the Board shall pay to the Member or the Member's estate, as the case may be, the full amount of the salary held back together with the accrued interest as soon as possible but no longer than three (3) months from the time of withdrawal or death whichever is applicable.

L24.10 Subject to Article L45.0 - Layoff and Recall, at the end of the leave, the Member shall return to the same job held at the beginning of the leave without loss of any increases in salary/wages or benefits which may have accrued had the leave not been taken.

L24.11 Subject to clause L24.3, the Board shall grant all requests for paid leave of absences under this Article but shall have the right to limit the number of leaves granted for the same period for any one department or work location.

L24.12 There are no restrictions on what activities or employment in which the Member may participate during the period of leave.

L25.0 – WSIB/LTD ABSENCES

- L25.1 (a) A Member who is absent from work who is on sick leave, is claiming Workers' Safety Insurance Board (WSIB) or Long Term Disability (LTD) benefits shall retain the position held by the Member immediately prior to the absence up to a maximum of twenty-four (24) months.
- (b) At the end of the twenty-four (24) month period the Member's position shall be declared vacant and posted in accordance with Article L33 – Job Posting.
- (c) A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article L45.0 – Layoff and Recall.

L26.0 – WSIB SUPPLEMENT

L26.1 A Member who is receiving compensation under the Workers' Safety Insurance Board as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workers' Safety Insurance Board supplemented by the Board to provide payment of full earnings. The supplement paid to such Member shall be divided by the Member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the Member's sick leave in accordance with Article L27.0. If a Member does not wish to have the payment under the Workers' Safety Insurance Board supplemented as provided by this Article, the Member must give written notice to the Manager, Employee Relations within thirty (30) days after receiving notice that the Workers' Compensation claim has been approved.

L27.0 - SICK LEAVE

- L27.1 The Board shall maintain a sick leave plan as per Part A of this Collective Agreement.
- L27.2 The Board shall grant a paid leave of absence with no deduction from Sick Leave for the following reasons:
- (a) During such a period that a Member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a Member's duties because of exposure to any communicable disease.
 - (b) During such period as a Member is serving as a juror, or subpoenaed as a witness in any proceedings where a Member is not a party and not charged with an offence, providing the employee submits to the Board a copy of the summons or subpoena.
- L27.3 Except as provided elsewhere in this Agreement, a Member shall not be paid salary for any absence beyond the number of days available in the Member's Sick Leave.
- L27.4 To qualify for sick leave, a Member who is absent from duty for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and, if required by the Board, a further certificate from the Medical Officer of the Board.
- L27.5 At least annually, the Board shall provide to each Member the number of sick leave days to which the Member is entitled for the current calendar year.
- L27.6 Retirement gratuities will be as per Part A Central Table – Retirement Gratuities Appendix A.

L28.0 – JOB EXCHANGE PROGRAM

- L28.1 The Board shall provide the opportunity to Members to participate in a "job exchange" program in accordance with the terms and conditions outlined in this Article.
- L28.2 The "job exchange" program shall include the opportunity for two permanent bargaining unit Members to exchange positions for a period not to exceed twelve (12) months.
- L28.3 Written application by the two Members requesting a job exchange assignment shall be submitted to the Members' immediate Supervisor(s), with a copy to the Manager of Employee Relations, no later than five (5) months prior to the requested start date of the assignment. The application shall indicate:
- (a) the name of the Members
 - (b) the present positions held
 - (c) the two positions involved in the exchange
 - (d) the start and end date of the period of exchange

- L28.4 The Human Resources Department shall notify the Members and the President of the Bargaining Unit within four (4) months of the date of application whether or not the Members have been granted the job exchange requested. Such approval shall not be unreasonably withheld.
- L28.5 (a) Subject to clauses L28.5 (b) and (c), Members participating in the job exchange program shall be paid the rate of salary for the exchange assignment. If the exchange assignment is less than full-time, the salary and benefits shall be pro-rated in the same proportion that the part-time assignment is to a full-time assignment in the same position
- (b) A Member who moves to a lower Grade Level under a Job Exchange Program shall receive either the Member's salary prior to job exchange or the maximum salary for the new Grade Level, whichever is the lesser.
- (c) A Member who moves to a higher Grade Level under a Job Exchange Program shall be paid the minimum salary of the new Grade Level or the Member's salary prior to job exchange, whichever is the greater.
- L28.6 Subject to clause L28.5 (a) a Member participating in the job exchange program shall do so without loss of benefits, seniority or sick leave.
- L28.7 At the end of the period of participation in the job exchange program the Members shall return, subject to Article L45.0 – Layoff and Recall, to the position held immediately prior to the start of such period.
- L28.8 The job exchange arrangement may be terminated within one month of the start of the arrangement by the Manager of Employee Relations if either Member proves to be unsatisfactory in the position held during the arrangement. The Manager of Employee Relations shall notify the Members involved, in writing, ten (10) working days prior to the scheduled termination of the arrangement that the arrangement will be terminated and the reasons thereof.

L29.0 – POSITION SHARING

- L29.1 (a) The Board shall provide a "Position Sharing" program in accordance with the terms and conditions outlined in this Article.
- (b) For the purpose of this Article, "Position Sharing" shall mean two bargaining unit Members sharing a position.
- L29.2 (a) To be eligible for the "Position Sharing" program Members must hold the qualifications required to perform the duties of the position being shared.
- (b) In a secondary school, the position sharing arrangement may not be less than fifty (50) per cent of the full-time position and/or full-time for one complete semester. In an elementary school, the position sharing arrangement may not be less than fifty (50) per cent of the full time position.
- L29.3 The position sharing assignment shall be for a period not to exceed one (1) year.

- L29.4 Members wishing a position sharing assignment shall apply in writing to the Members' immediate Supervisor(s), with a copy to the Manager of Employee Relations, requesting such assignment, no later than five (5) months prior to the requested start date of the assignment. The letter of application shall indicate:
- (a) the name(s) of the Member(s)
 - (b) the present position(s) held
 - (c) the position to be shared
 - (d) the start and end date of the period of position sharing
- L29.5 The Human Resources Department shall notify the Members and the President of the Bargaining Unit within four (4) months of the date of application whether or not the Members have been granted the position sharing arrangement requested. Such approval shall not be unreasonably withheld.
- L29.6 Members participating in the position sharing program shall be paid the rate of salary for the assignment being shared. Salary and sick leave credits shall be pro-rated in the same proportion that the Member works in the shared position.
- L29.7 If the Member is enrolled in one or more of the employee benefits, the Board's contribution to the benefit premiums shall be pro rated in the same proportion that the Member works in the shared position. The Member shall pay, through payroll deduction, the remainder of the premium cost for the benefits in which the Member is enrolled during the period of the position sharing.
- L29.8 (a) Subject to clause L29.8 (b), the period of position sharing may be extended beyond or shortened from the date set out in clause L29.4 (d) to a time defined by mutual consent of the Members involved in the position being shared, the Members' immediate Supervisor(s) and the Manager of Employee Relations.
- (b) At the end of the period of position sharing as outlined in clause L29.4 (d) or clause L29.8 (a), as the case may be, the Members shall return to employment, subject to Article L45 – Layoff and Recall, in the former probationary or permanent positions held immediately prior to participation in the position sharing program.
- L29.9 The position sharing arrangement may be terminated within one (1) month of the start of the arrangement by the Manager of Employee Relations if either Member proves to be unsatisfactory in the position held under the position sharing arrangement. The Manager of Employee Relations shall notify the Members involved, in writing, ten (10) working days prior to the scheduled termination of the arrangement that the arrangement will be terminated and the reasons thereof.

L30.0 – ALTERNATE HOURS OF WORK

- L30.1 (a) Effective date of ratification, notwithstanding Article L37.2 (b), alternative hours of work during July and August, Christmas Recess Period and the Mid Winter Break may be applied in the following manner.

- (b) Employees must work thirty (30) hours in each week, work five (5) days per week Monday to Friday and on any given day the hours of work must occur between 7:00 a.m. and 7:00 p.m. No alternative hours of work will occur during the first two (2) weeks of July and the last two (2) weeks of August.

L30.2 Alternative hours of work as defined above will be allowed only under the following conditions:

- (a) Hours of work will be mutually agreed upon by the Employee and the Principal or Supervisor. It is understood that the alternate hours of work must meet the needs of the school/department.
- (b) An "Hours of Work" schedule shall be completed by each employee.
- (c) Employees must be given a lunch break of not less than thirty (30) minutes.
- (d) The Principal/Supervisor will make the final decision on whether or not an Employee will be permitted to work alternate hours of work.

The above-mentioned alternate hours of work may apply on a pro-rated basis in the same proportion that the part-time assignment bears on a full-time assignment.

L31.0 – TRANSFERS

Administrative Transfer

L31.1 A Member who is to be administratively transferred by the Board shall be consulted at least five (5) days prior to the scheduled date of transfer. Such consultation shall be between the Member and the Human Resources Department or the appropriate Superintendent. A Member shall have a Union representative present at such meeting. The President of the Bargaining Unit shall be advised by the Board, in advance of the meeting.

L31.2 Whenever possible, transfers shall be made by mutual agreement between the Member and the appropriate Superintendent. Final notification of transfer shall be made to the Member by the Human Resources Department or the appropriate Superintendent, in writing, prior to the scheduled date of transfer.

- L31.3 (a) Where a conflict arises between members of the bargaining unit in the same school or department, or between a Member and the Principal/Supervisor, every reasonable effort will be made to resolve the conflict. In the case of conflict with members outside the bargaining unit, the Member, Board and Union shall meet to attempt to resolve the conflict. Where the conflict cannot be resolved the Board may affect an administrative transfer in accordance with Article L31.2.
- (b) Where an administrative transfer is affected, the Board will:
 - (i) First, look to vacancies within the same salary grade and equivalent hours of work;
 - (ii) second, look at a mutual exchange between two (2) Members of the bargaining unit.
- (c) Administrative transfers will not be used as a disciplinary measure.

- L31.4 (a) A member applying for a lateral transfer to the identical position including job title, job description, job grade and FTE, shall send a request for transfer to the Human Resources Department with a copy to the Union. This application shall be submitted between April 1st and April 15th each year, for consideration for transfer from April 15th to the following April 14th. Transfers shall be considered on the following conditions:
- i) successful completion of the probationary period
 - ii) completed one full school year in the position for which the transfer request has been made
 - iii) the members personnel file shall be free of any derogatory notation including performance appraisal
 - iv) only one transfer per school year per person transferred
- (b) Such application for transfer shall include the following information:
- i) the position and location the employee currently holds
 - ii) the FTE of the position currently held
 - iii) seniority date
 - iv) up to four (4) locations to which the member would like to transfer
- (c) Upon the Board becoming aware of a vacancy, and prior to posting the position, the Board shall first apply Article L45 and then the Board shall offer the position to members with a transfer request on file, in the following order:
- (i) to the most senior employee with a request for transfer on file, if the most senior member refuses the offer, then;
 - (ii) to the next most senior member who has submitted a request for transfer

This order shall continue until the position is filled or there are no requests for transfer on file.

- (d) A member who refuses the transfer shall be removed from the transfer list for the remainder of the application year.
- (e) Subsequent vacancies resulting from the transfer of an employee, shall be filled in the same manner
- (f) The final vacancy shall be posted as per Article L33 Job Posting.
- (g) If there is no request for transfer on file, for a vacant position, it shall be posted as per Article L33, Job Posting.

L32.0 – TEMPORARY ASSIGNMENTS

- L32.1 A member absent from work as provided in this Collective Agreement shall be replaced by a Member in accordance with this Article.

- L32.2 (a) A temporary assignment which is known in advance and is for four (4) months up to and including one (1) year, shall be filled through the Board's Job Experience Program. If there are no qualified applicants, the temporary assignment shall be posted in accordance with Article L33. Only the initial temporary assignment will be posted, any subsequent temporary assignments will be filled according to Article L32.3.
- (b) A temporary assignment, which is known in advance and is for a period greater than one (1) year, shall be posted in accordance with Article L33. The original temporary vacancy, and the resulting subsequent vacancy will be posted. Any subsequent temporary assignments will be filled in accordance with Article L32.3.
- L32.3 (a) Subsequent temporary vacancies as a result of Article L32.2 and any other temporary vacancies shall be offered to the most qualified senior Member in the Department or school;
- (b) If the position is not filled through (a) the Board shall fill the position with a qualified casual/temporary Member.
- L32.4 From time to time the Board may create a Special Task Assignment, which is time, and task definite. The Special Task Assignment shall be filled by posting the assignment in accordance with Article L33 – Job Posting.
- L32.5 The position left by the Member who receives the Special Task Assignment shall be filled in accordance with L32.2 and L32.3.
- L32.6 Temporary Assignments and Special Task Assignments under this Article shall not be greater than one (1) year without the written consent of the Bargaining Unit.
- L32.7 Persons/Positions Outside the Bargaining Unit
- (a) Where a Member of the Bargaining Unit successfully applies for a temporary vacant position or a term/task position outside the Bargaining Unit, the Employer shall notify the Union of the Employee's name and the date that the Employee will commence duties in the new position.
- (b) A Member of the Bargaining Unit who accepts a temporary/term/task position, with the employer, for a maximum period of twelve (12) months, shall have the right to return to his or her former position within the Bargaining Unit. Such Member shall continue to accumulate seniority during such period.
- (c) In the event a Member of the Bargaining Unit accepts a position in a non-union position the Member will be required to continue to pay dues during the term of the position.
- (d) Where a Member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right to return to a Bargaining Unit position.
- L32.8 A permanent employee who has been the successful applicant to a temporary assignment must complete the duration of the temporary assignment unless they are the successful applicant to another permanent position within the Board.

L33.0 - JOB POSTING

- L33.1 If the Board creates a new position or when any position within the bargaining unit becomes vacant, the Board shall post a notice through e-mail to all Members. Wherever possible, the Board will post the position within fifteen (15) days of the vacancy for a period of five (5) working days in all work locations covered by this Agreement on the employee web portal. The posting period shall commence on a Wednesday and shall close at the end of normal business hours on the fifth (5th) working day following. No job postings will occur during the Christmas and March Break period. No job postings for ten (10) month positions will occur from the third (3rd) Monday in July up to and including the first (1st) Friday in August.
- L33.2 A vacancy shall exist when the incumbent Member is promoted, demoted, permanently transferred to another position, dies, resigns, retires or is terminated for just cause. A vacancy shall also exist when a new job is created.
- L33.3 (a) A vacancy, shall be filled by the procedure outlined in Article L31.4, Voluntary Transfer, before being posted.
- (b) Any vacancy, as described in Article L33.2, shall be open to bargaining unit Members who hold a permanent position with the Board at the time of the posting of such vacancy unless otherwise provided in this Agreement.
- (c) If there are no qualified applicants from permanent bargaining unit Members to a posted vacancy, the vacancy shall be open to qualified temporary and casual Members covered by this Collective Agreement.
- (d) If there are no applicants from permanent, probationary, casual or temporary Members and no Members on the recall list to a posted vacancy, the Board may fill the vacancy from outside the Bargaining Unit.
- L33.4 The posting shall identify the work location, the Grade Level, Job Title, annual salary range, starting date, general requirements of the position, whether the candidates will be tested, to whom applications are to be sent and the due date for such applications.
- L33.5 (a) A Member who wishes to apply for a posted vacancy shall submit a written application prior to the due date stated on the job posting. A resume attached to the application shall also be submitted by the Member, which shall indicate the applicant's qualifications and experience.
- (b) The Board will endeavour to hold interviews within ten (10) working days from the closing of the posting, but in no case will the interviews be held beyond twenty (20) working days from the closing date of the posting. This provision shall not apply during school recess periods.
- L33.6 In filling any posted vacancies under this Collective Agreement, the Board shall base its decision on the applicant's qualifications and skill level to perform the duties of the position. If qualifications and skill level are relatively equal, the Board shall select the most senior candidate.

- L33.7 Whenever possible, the Board shall notify the successful candidate within one (1) day of the selection decision and notify the unsuccessful candidates within two (2) days of the final selection and acceptance by the candidate for the position.
- L33.8 The Board shall notify the Bargaining Unit President, in writing, and post a general notice in the job conference area on First Class advising of the names of all successful applicants to posted positions within ten (10) working days of the appointment.
- L33.9 The Board shall transfer the successful applicant to the new position within thirty (30) calendar days of the final selection unless otherwise mutually agreed upon by the Supervisor and the President of the Bargaining Unit.
- L33.10 The Board shall endeavour to post jobs by 2:00 pm of the posting date.

L34.0 – JOB CLASSIFICATION AND RECLASSIFICATION

- L34.1 When the Board creates a new position, the board shall:
- (i) establish the salary using the agreed evaluation plan;
 - (ii) provide the Bargaining Unit with a summary of the major responsibilities;
 - (iii) advise the Bargaining Unit of the assigned salary and job classification
- L34.2 After one (1) year of the incumbent being in the new position, the position shall be reviewed jointly by the parties using the agreed to job evaluation plan.
- L34.3 Notwithstanding Article L34.2, the position may be reviewed earlier if mutually agreed by the Board and the Bargaining Unit.
- L34.4 When the duties of a position are substantially changed, the position shall be re-evaluated using the agreed to evaluation plan.

L35.0 – JOB PERFORMANCE APPRAISALS

- L35.1 A Member is entitled to be notified at a meeting with Board representatives that the Member is to be put on review for unsatisfactory job performance. The Board shall inform the Member and the President of the Bargaining Unit, prior to the day of the meeting, of the Member's right to have the President of the Bargaining Unit or Chief Negotiator present and also the time and place of such meeting.
- L35.2 A Member shall have the opportunity to sign and add comments to the performance appraisal.
- L35.3 Bargaining unit Members shall not be required to discipline or evaluate other bargaining unit Members.

L36.0 – HEALTH AND SAFETY

- L36.1 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its Regulations.
- L36.2 The Union agrees to assist the Board in maintaining proper observation of all occupational health and safety rules.
- L36.3 Two (2) representative appointed by the Bargaining Unit Executive shall serve on the Board's Joint Health and Safety Committee.
- L36.4 It is the responsibility of the Member to report to the Member's immediate Supervisor any equipment or process which is in the opinion of the Member unsafe or hazardous or any condition, which is unhealthy. If any difference of opinion exists between the Member and the Member's immediate Supervisor, the Member may refer the matter to the Union representative of the Joint Health and Safety Committee. The Union representative shall contact the Health and Safety Officer who shall ensure that all necessary actions are taken to address the concern of the Member.
- L36.5 The Board and the Union agree that the Guidelines for the Structure and Function of the Joint Health and Safety Committee shall be posted on the Board web portal.
- L36.6 The Board shall provide first aid training to those Members who, on a voluntary basis, wish to obtain such training. No Member shall be required to take first aid training.
- L36.7 The Board, in consultation with the Medical Officer of Health, shall establish procedures for control of body fluid-borne infectious diseases. Such procedures shall be made available in each work location.
- L36.8 All reported WSIB incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee.
- L36.9 The Board agrees to provide the OCTU bargaining unit with representation on the Board constituted committee to address Violence in the Workplace.

L37.0 – HOURS OF WORK

- L37.1 (a) The Board recognizes that each work week for full-time Members shall be thirty-five (35) hours of work, worked in five (5) days, Monday to Friday inclusive, of seven (7) hours each day.
- (b) Notwithstanding Article L37.2 (b), such hours shall not be scheduled/worked in less than three and one-half (3 ½) consecutive hour blocks.
- L37.2 (a) The scheduled hours of work for a Member may vary depending upon the location of work but shall be seven (7) hours per day for full-time Members, and three and one-half (3 ½) hours per day for part-time Members as follows:

- i) Administrative Buildings – between the hours of 8:30 am to 5:00 pm
- (ii) Secondary Schools – at least one secretary will begin work forty (40) minutes prior to the commencement of the instructional day.
- (iii) Elementary Schools – one half (1/2) hour prior to the commencement of the instructional day.

Notwithstanding the above, no Member shall commence work prior to 7:30 a.m. nor shall a Member begin work later than 9:00 a.m.

Each Member shall also be entitled to a one (1) hour unpaid lunch break which shall be scheduled as close as possible to the mid-point of the Member's workday.

- (b) The scheduled hours of work during July and August, the Christmas Recess period and the Mid-Winter Break, may vary depending upon the location of work but shall be six (6) hours per day normally between 8:00 a.m. and 4:00 p.m. In Secondary Schools, the hours of work shall be six (6) hours per day commencing at 7:30 a.m. and ending at 2:30 p.m. with a one (1) hour lunch, or 8:00 a.m. and ending at 2:30 p.m. with a one-half (1/2) hour lunch. Each Member shall be entitled to a one (1) hour unpaid lunch break which shall be scheduled as close as possible to the mid-point of the Member's workday. There shall be no reduction in the weekly salary/wages as a result of this reduced schedule.

- L37.3 (a) All exceptions to the above hours will be reported annually by the Employee's Supervisor to the Human Resources Department. Human Resources shall inform the President of the Bargaining Unit of those exceptions.
- (b) Any position being considered to have hours outside the normally scheduled hours of work, shall be discussed with the Union five (5) days prior to the establishment of such hours.

L37.4 Each Member shall be entitled to one fifteen (15) minute paid break per half (1/2) day worked. The Member may take this break away from the Member's workstation.

- L37.5 (a) The hours of work for Members holding the position of summer school secretary only be from 7:30 a.m. to 2:00 p.m. with a thirty (30) minute unpaid lunch break.
- (b) There shall be no reduction in the weekly salary/wages as a result of this reduced schedule 37.5(a) for ten-month and twelve-month Members holding the position of summer school secretary.
 - (c) In addition to the salary/wages paid in 37.5 (b), ten (10) month Members holding the position of summer school secretary shall receive 4% vacation pay on each pay.

L37.6 A twelve (12) month Member who works as an Elementary School Secretary for ten (10) months at the time of the signing of this collective agreement shall continue to be employed on a twelve (12) month basis until such time as the Member applies to another position/location. If the Member is the successful applicant, upon commencement of work in the new position, the Member shall be employed based on the hours of work/work year as indicated on the job posting to which they applied.

L37.7 Work Year - All secondary school office positions will be twelve (12) month positions. All elementary school office positions shall be ten (10) month positions. All positions which are not school office positions shall remain as they are with respect to work year.

L38.0 – OVERTIME

L38.1 From time to time the Board may request a Member to work overtime. Such request shall be in accordance with this Article.

- L38.2 (a) For the purpose of this Article, overtime shall mean one of the following:
- (i) Prearranged overtime shall mean work performed on Board premises, approved by the Member's immediate Supervisor, performed outside the normal scheduled hours for which notification must be given a minimum of twenty-four (24) hours in advance. Time shall be counted from the time the Member reports for work until the Member finishes work.
 - (ii) Emergency overtime shall mean work performed on Board premises that could not be predicted prior to the day the work was identified, approved by the Member's immediate Supervisor, performed outside the normal scheduled hours which is not prearranged overtime. Time shall be counted from the time the Member reports for work until the Member finishes work.
- (b) In extenuating circumstances, overtime may be performed off Board property when prior approval is obtained from the Supervisor. Overtime performed off Board property shall be recorded on a time sheet and signed by both the Employee and the Supervisor.

L38.3 Overtime shall be paid at one and one-half times the Member's regular salary rate for:

- (i) all work in excess of thirty-five (35) hours per week,
- (ii) all work done on a Saturday
- (iii) all work done on a recognized paid holiday, plus any holiday pay to which the Member is entitled pursuant to Article L41.

L38.4 Overtime shall be paid at two (2) times the Member's regular salary rate for all work done on a Sunday.

L38.5 When overtime is required, the Supervisor shall ask first the Member who holds the position in which the work is normally done. If that Member refuses the overtime, the Supervisor may then ask another Member in the same department if the Member wishes to do the overtime.

L38.6 A Member who has left the premises of the Board following the Member's normal work day and is called to return to work overtime, shall be paid a minimum of three (3) hours of overtime at the rate as provided in this Agreement.

- L38.7 (a) A Member who has accumulated overtime hours shall receive time off in lieu of payment with the lieu time reflecting the appropriate overtime rate. If the Supervisor and the Member cannot agree to the scheduling of the lieu time, it shall be paid to the Member on the bi-weekly pay period closest to August 31st as stipulated under 38.7 (d).
- (b) The Member may bank overtime hours to a maximum of two (2) weeks. The request to take the lieu time will not be unreasonably withheld.
- (c) Banked overtime hours must be taken in lieu time in the same year earned, if earned between September 1st and June 30th. Overtime earned between July 1st and August 31st may be carried over for up to six (6) months from the time it was earned.
- (d) Banked overtime hours not used, and overtime hours worked above the two (2) weeks, shall be paid to the Member, at the appropriate premium rate of pay on the bi-weekly pay period closest to August 31st if earned prior to July 1st. Banked overtime hours not used shall be paid to the Member at the appropriate premium rate of pay at the end of the six (6) month period in which it was earned if earned between July 1st and August 31st.

L38.8 A Member who works in excess of three (3) consecutive hours of overtime shall be entitled to one (1) fifteen (15) minute break after each three (3) hour period.

- L38.9 (a) A Member who works more than four (4) consecutive hours of overtime shall be entitled to one (1) hour unpaid mealtime during the scheduled overtime.
- (b) The Board shall pay to a Member a meal allowance of five (5) dollars when:
- (i) a Member works at least four (4) consecutive hours overtime; or
 - (ii) when a Member is required to work overtime immediately after the end of the Member's normal quitting time and overtime extends up to 7:00 p.m. or later.

L38.10 A record of all overtime shall be maintained on overtime sheets provided by the Board. When lieu time is taken or payment is made to the Member, both the Member's immediate Supervisor and the Member shall initial the overtime hours to which the lieu time or payment applies. The Supervisor shall forward a copy of the initialled overtime sheets to which the lieu time or payment applies, to the appropriate Superintendent.

L39.0 – CHANGE IN HOURS OF WORK

L39.1 Upon the request of a Principal, a Member who holds a ten (10) month position as a school secretary shall be scheduled to work five (5) additional days during the summer break. Under unusual circumstances upon the request of a Principal and subject to the approval of Executive Council, a Member who holds a ten (10) month position as a school secretary may be permitted to work up to a further five (5) days, during the summer break. When worked, normal salary/wages shall be paid.

- L39.2 A Member may request, in writing, to participate in an alternative work arrangement, part-time and/or ten (10) month employment, subject to the following conditions:
- (i) such request shall be made four (4) months prior to scheduled start date. The remaining portion of the member's position shall be filled in accordance with the provisions of the Collective Agreement. For those employees requesting a change from twelve (12) to ten (10) months employment, management will decide whether or not to fill the position over the summer months.
 - (ii) Such request shall specify the period of the part-time and/or ten (10) month assignment, not to exceed one year;
 - (iii) Any extension to the one (1) year period may be granted upon written request of the Member and such extension shall be for a maximum of one (1) year.

L39.3 Members requesting alternative work arrangements shall submit their request in writing to the Member's immediate Supervisor, with a copy to the Manager, Employee Relations.

L39.4 The Board shall notify the Member within two (2) weeks of the date of application whether or not the Member's request for alternative work arrangements has been granted.

L40.0 – PAID HOLIDAYS

L40.1 The Board shall grant to each Member the following recognized paid holidays:

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

- L40.2 (a) A Member employed on a ten (10) month basis shall be entitled to the recognized paid holidays listed in clause L40.1 except the August Civic Holiday.
- (b) A Member employed on a ten (10) month basis shall not be entitled to the Holidays as outlined in clause L40.6.

L40.3 If any of the recognized paid holidays in clause L40.1 falls on a Saturday or Sunday and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays in Article L40.1 falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

L40.4 A part-time Member shall be paid for a recognized paid holiday under this Article at the rate of pay the part-time Member would have received if the part-time Member had otherwise worked that day.

- L40.5 Subject to Article L41 – Paid Vacations, if a recognized paid holiday referred to in this Article falls within a Member’s vacation period, the Member shall receive an additional day off with pay.
- L40.6 The half (1/2) day prior to Christmas Day and the half (1/2) day prior to New Year’s Day shall be recognized holidays; or if substituted for under Article L40.3, the half (1/2) day before each of the two (2) observed holidays.
- L40.7 If a Member is on unpaid leave of absence or on layoff in accordance with this Agreement when a recognized paid holiday as listed in clause L40.1 occurs, that Member shall not be entitled to the recognized paid holiday unless otherwise qualified for payment in accordance with the Employment Standards Act.
- L40.8 If a Member is on sick leave and off the active payroll of the Board (exhausted their sick leave), for a period in excess of six (6) consecutive months, that Member shall not be entitled to holiday pay under this Article.

L41.0 - PAID VACATIONS

- L41.1 The Board shall grant paid vacation periods to each Member in accordance with the terms and conditions outlined in this Article.
- L41.2 (a) The Board shall maintain a record of paid vacation entitlement for each Member based on the years, and parts thereof, of service from the most recent date of hire with the Board completed by August 31st prior to the vacation period to be taken.
 - (b) For the purpose of this Article, the most recent date of hire shall be the date of last hire where there has been no termination of employment since that date.
 - (c) A Member who was given credit for split service prior to the signing of this Agreement shall continue to retain such service for vacation entitlement.
- L41.3 (a) Every Member shall be granted by the Board an annual paid vacation according to the following schedule:

Years of Service Prior to September 1st	Entitlement
less than 1 year	3 weeks pro-rated to time worked
1 year	3 weeks
8 years	4 weeks
17 years	5 weeks
24 years	6 weeks

- (b) The pay for any vacation period shall be calculated on the Member's annual salary as provided in Schedule A.

- L41.4 (a) Vacations will normally be taken during the months of July and August but alternate scheduling may be permitted with the approval of the Member's immediate Supervisor. Such requests for alternate scheduling shall not unreasonably be withheld.
- (b) The Member shall inform the Board about the Member's request for paid vacation by completing the vacation schedule form provided by the Board.
- (c) If more than one (1) Member in a work location or department requests the same vacation time off, then, the most senior Member shall be granted the first choice the initial year after ratification of this Agreement. Thereafter, vacation time shall be on a rotation basis beginning with the next most senior Member having first choice.
- (d) The choice of vacation time by seniority referred to in clause L41.4 (b) is to be implemented only when a problem may occur in a department whereby two or more Members have chosen the same vacation period and it is necessary that one of those Members must be available to maintain the efficient operation of the department.
- (e) There will be a minimum of two (2) Members in a Composite Secondary School Office at all times.
- L41.5 (a) A ten (10) or twelve (12) month Member working in elementary schools shall take their vacation during regular scheduled breaks. This provision will also apply to ten (10) month Members working in Instructional Services and Media Services.
- (b) A ten (10) month member shall have the Member's vacation entitlement prorated to ten twelfths of the vacation entitlement earned as of August 31st.
- (c) If the Member has sufficient vacation entitlement combined with recognized paid holidays, the Member shall receive the normal rate of pay in accordance with the following:
- (i) Two (2) week's pay during the Christmas Break, which will consist of a combination of vacation entitlement and recognized paid holidays.
- (ii) One (1) week's pay during the March break, which will consist of a combination of vacation entitlement and recognized paid holidays.
- (iii) Payment for the Christmas and March Break periods will be made on the regularly scheduled pay coinciding with or next following the break periods.
- (iv) No record of employment for E.I. purposes will be issued in December or March in lieu of the vacation period.
- (v) Ten (10) month Members shall receive the remainder of their vacation entitlement in a lump sum payment on the first regular pay in June.

- L41.6 (a) If a Member who is entitled to vacation pay quits, is discharged or otherwise is terminated from employment with this Board, the Member shall be paid vacation pay on the date of termination based on the amount of vacation time to the credit of the Member at the date of termination. If the termination does not occur on August 31st, the vacation entitlement under this Article shall be pro-rated in accordance with the amount of time the Member was on the active payroll during the twelve (12) month period immediately preceding the August 31st on which the vacation entitlement would have been determined except for the termination. If a Member's termination from employment is caused by the death of the Member, the payment under this clause shall be made to the Member's estate.
- (b) A Member who is on an unpaid leave of absence or on layoff, as provided by this Agreement, for a period greater than one (1) month or on sick leave and off the active payroll (exhausted their sick leave), for more than six (6) consecutive months shall have the vacation entitlement under this Article pro-rated in accordance with the amount of time the Member was on the active payroll during the twelve (12) month period immediately preceding the August 31st on which the vacation entitlement is determined.
- (c) "On the active payroll" shall include but not be limited to paid vacation time and paid sick leave.

L41.7 In the event of the death of a family member during a Member's scheduled vacation time the Member may request in writing to the Manager, Employee Relations, consideration to replace vacation time lost as a result of bereavement. Such request shall not be unreasonably withheld. The onus shall be on the Member to provide any necessary information or documentation required to support the request. Any vacation time replaced shall be credited to the Member for use at a future vacation period.

L41.8 If a Member is hospitalized for reasons of illness or injury and such illness or injury is certified by a medical physician or licentiate of dental surgery and the period of hospitalization and recuperation is for more than four (4) consecutive days during the Member's vacation period, the Member may request in writing to the Manager, Employee and Labour Relations, to substitute sick leave, as provided in Article L27.0, for the equivalent number of days of vacation. Such request shall not be unreasonably withheld. The vacation days shall be credited to the Member for use at a future vacation period. The onus shall be on the Member to provide any necessary information or documentation required to support the request.

L41.9 If a recognized paid holiday falls within a Member's vacation period, the Member shall receive an additional day off with pay.

- L41.10 (a) Vacation entitlement will be earned based on service during the twelve (12) month period beginning September 1st and ending August 31st the following calendar year.
- (b) Subject to clause L41.10 (c), vacation entitlement shall be taken prior to the December 31st immediately following the August 31st.

- (c) Upon approval of the Superintendent, a Member may defer up to five (5) vacation days credit up until March 31st following the end of the calendar year.
- (d) A Member may take vacation entitlement earned, pro-rated to the time worked from September 1st to the work day immediately preceding the start of the vacation, between January 1 and June 30th in the year in which service is being calculated.
- (e) Subject to clause L41.10 (c), a Member may take any remaining vacation entitlement earned between July 1st and December 31st.
- (f) Full vacation entitlement shall be deemed to have been earned as of July 1st of each year.

L41.11 Members retiring with an immediate pension at any time in the vacation year, prior to using their vacation, shall be entitled to the same vacation or vacation pay which would have been earned if they had continued in employment to the end of the vacation year.

L42.0 – TRAVEL ALLOWANCE/MILEAGE

L42.1 The Board shall reimburse each Member who is authorized to use a vehicle on approved Board business in accordance with Board Policy.

L43.0 – MEDICAL PROCEDURES

L43.1 Except in a medical emergency, the Board shall not require any Member to administer medication, perform any medical/physical procedures or examine students for communicable conditions or diseases. No Member shall be liable if the Member volunteers to assist the Principal/Vice-Principal in a medical emergency.

L43.2 A bargaining unit Member who volunteers to administer medication or perform medical procedures will be fully covered by the Board's liability insurance.

L44.0 – PROBATIONARY PERIOD

- L44.1 (a) All Members appointed to their first permanent position shall serve a probationary period of six (6) continuous months from the date of hire.
- (b) The probationary period for ten (10) month Members is exclusive of July and August.

L44.2 A Member shall be informed in writing within three (3) months of successful completion of the probationary period.

L45.0 – LAYOFF AND RECALL

L45.1 The Board agrees that job reduction shall be accomplished through normal attrition first, then the layoff and recall procedures shall apply.

L45.2 The Board agrees that in the event of layoff, no Member covered by the bargaining unit shall be treated in a manner, which is inconsistent with the terms of Article L45.

- L45.3 The Board agrees that when a decision is made to layoff, make a position redundant, close a school or department, the Board shall notify the Union in writing, and each Member affected by the layoff.
- L45.4 A Member who is to be laid-off shall be given appropriate notice in accordance with the Employment Standards Act.
- L45.5 (a) If a Member has been informed in writing by the Board that the Member will be laid off because of redundancy or closure, the Member may exercise the Member's right to retain a position with the Board in accordance with Article L45 – Layoff and Recall.
- (b) Layoff procedures shall be subject to the following order;
- (i) Temporary and Casual Members in order of service beginning with the Member with the least service as provided in Schedule "C" shall be displaced to the Temporary and Casual pool;
 - (ii) Probationary Members in reverse order of date of hire;
 - (iii) Permanent Members in order of seniority beginning with the least senior Member.
- L45.6 The following layoff procedures in Articles L45.5 to L45.21 inclusive shall apply only to permanent and probationary Members.
- L45.7 (a) The Board shall identify those positions to be eliminated as a result of a decision to layoff, make a position redundant, or close a school or department.
- (b) Members occupying eliminated positions shall be declared surplus.
- L45.8 The equivalent number of Members as were declared surplus in Article L45.5 (b) shall be declared redundant on the basis of date of hire for probationary Members beginning with the most recent date of hire and seniority for permanent Members beginning with the least senior and placed on the Temporary Redundancy List.
- L45.9 For the purpose of the displacement procedure, the Member is entitled, wherever possible, to either a full-time or half-time status.

Through the displacement process, a Member may voluntarily elect to accept, on a permanent basis, a position that is less than their status (full-time/part-time; 12 month/10 month) prior to displacement.

If the Member makes such a choice, the Board's obligation to the Member shall have been met, however, the Member shall be allowed to return to the Member's former grade level, if it becomes available within thirty (30) months of the Member's displacement.

- L45.10 The Board shall identify all vacancies by grade level, created by attrition or created by placing the least senior Members on the Temporary Redundancy List.
- L45.11 (a) All vacancies described in Article L45.10 shall be filled according to the following displacement procedures:

- (b) In order of seniority for permanent Members beginning with the most senior and on the basis of date of hire beginning with the least recent date of hire for probationary Members, each surplus Member who is not on the Temporary Redundancy List shall be displaced into a vacant position in the Member's salary grade provided the surplus Member is qualified;
- (c)
 - (i) Failing 45.11 (b), the surplus Member shall be displaced into a position in their salary grade held by the least senior Member holding a position for which the surplus Member is qualified;
 - (ii) The Member displaced in clause L45.11 (c) (i), shall now be declared surplus and shall continue through the displacement procedures in order of seniority for permanent Members beginning with the most senior and on the basis of date of hire beginning with the least recent date of hire for probationary Members;
- (d) Failing L45.11 (c) (ii), the surplus Member shall be displaced into a position in the next lowest job grade according to the same procedure described above until a position is attained by the surplus Member.
- (e) Failing L45.11 (d), the surplus Member is added to the Temporary Redundancy List.

L45.12 All remaining vacancies, except for those held by temporarily redundant members, shall be posted according to Article L33 – Job Postings. Postings shall be open to all permanent and probationary members.

L45.13 All Members remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as a permanent Member scheduled for layoff.

L45.14 If a Member employed half-time or less displaces a full-time Member under these procedures it may be necessary to share the assignment with another Member.

L45.15 If, under these procedures, a Member is transferred to a position at a lower salary grade, the Member's existing weekly salary rate shall be red-circled for a period of up to two (2) years, or until the rate of pay for the position catches up to or supersedes that which the Member is presently receiving. In such case the Member shall no longer be red-circled. At the end of the two (2) year period the Member shall then be paid at the maximum of the grade level of the position.

L45.16 A Member shall have the right to be recalled for thirty (30) months from the date of layoff.

- L45.17 (a) A Member displaced and transferred to another position under these procedures shall be given the opportunity to return to the Member's original grade level of equal or lesser time when a position becomes vacant within thirty (30) months from the date of displacement.
- (b) A Member as stated in L45.17 (a) shall have the right to be reinstated to a position in their original grade level, for which they are qualified. Such reinstatement shall be offered as follows:

- (i) a less than point seven (.7) employee to a half-time position
 - (ii) a point seven (.7) or more employee to a full-time position
- Such Member shall then assume either the half-time or full-time equivalency on a permanent basis until such time as the Member posts to another position.

- L45.18 (a) The Board shall not hire from outside the Bargaining Unit to fill future vacancies within the bargaining unit until:
- (i) first filling the position in accordance with Article L45.17;
 - (ii) then, if a vacancy remains, posting the position in accordance with Article L33 – Job Posting. Posting shall be open to all permanent and probationary Members including Members on the Recall List ; and
 - (iii) then, if a vacancy remains, offering the opportunity, in order of seniority or less recent date of hire, as the case may be, among other Members on the Recall List, to a Member on the Recall List who is qualified for the position.
- (b) Postings of vacancies will be made available through the Union Office, for those Members on the Recall List.

L45.19 A Member who is given notice of layoff may, in writing, waive the right of recall, and receive a severance allowance equal to two (2) week's salary for each year of service, up to a maximum of twenty-six (26) weeks' pay. The Board shall have no further obligation to a Member who elects to receive a severance allowance instead of retaining the right of recall.

- L45.20 (a) A Member on layoff and subject to recall shall, for a period of thirty (30) months commencing from the date of layoff, be given first consideration to perform supply work or to fill a temporary assignment within the bargaining unit, providing the laid off Member is qualified and capable of performing the duties. The laid off Member shall be required to advise the Human Resources Department from time to time as to the Member's availability for such work.
- (b) During the period of recall and while working in a casual or temporary assignment, the Member may elect to receive full benefit coverage. The Board shall contribute its share of the premium cost for the Member's benefit coverage. If the Member withdraws from benefit coverage during the period of recall, the Member shall be ineligible to re-enrol. If the Member is not employed during any working month, the Member shall contribute the full premium cost of such benefit coverage.
- (c) During the period of recall and while working in a casual or temporary assignment, sick leave shall be as per Part A – Central Table.

L45.21 (a) If a Member, subject to layoff or on recall, refuses in writing, an offer of employment of equal or greater time on the permanent staff under these procedures, the Board shall have no further obligation to the Member under this Collective Agreement.

- (b) If a member is offered a half time position under recall, and decides to accept such position, they shall maintain their right of recall to another half time position, or to a full time position as outlined in this agreement for the recall period.

L45.22 The Board shall provide Employee Assistance Service through the Board's EAP Program for Members affected by these procedures.

L45.23 If a Member is recalled to the permanent staff from layoff within thirty (30) months of the date of layoff, the Member's seniority and sick leave will be reinstated as if there was no interruption of service.

L45.24 If a Member, who held a twelve (12) month position, is transferred under this Article to a ten (10) month position, the Member shall be offered by the Board other work during a school break period.

L45.25 Nothing in Article L45 precludes the right of a Member or the Union to file a grievance regarding the application of Article L45.

L46.0 – PENSION PLAN

- L46.1 (a) Subject to Article L46.1 (b) and (c), the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) shall be the recognized Pension Plan for Members of the Office, Clerical and Technical Bargaining Unit.
- (b) A Member who holds certification as a teacher shall become and remain a Member of the Ontario Teachers' Pension Plan (T.P.P.).

L46.2 Effective January 1, 1988, Members who are part-time shall be given the option of joining the O.M.E.R.S. Basic Pension Plan (future service) consistent with the provisions of the Ontario Pension Benefits Act and O.M.E.R.S.

L46.3 The Board shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Member and Board pension contributions as required.

L47.0 - INSURED EMPLOYEE BENEFITS

L47.1 Effective date of ratification, the Board agrees to contribute to the plan for benefits as provided by the carrier as set out below including the execution of appropriate payroll deductions for the employee's share in premiums for those coverage's identified in Article L47.0.

- L47.2 (a) The following benefits shall be made available to each Member of the Bargaining Unit:
- (i) Semi-Private Hospital Care Plan
 - (ii) Including Vision Care - \$250 in any twenty-four (24) month period (effective September 1, 2007 includes laser eye surgery and eye examination, maximum is \$300 in a 24 month period); Hearing Aids - up to \$500 every five (5) years (effective September 1, 2007 \$600 every 5 years); Smoking Cessation products - \$200 lifetime maximum; Dispensing Fee capped at \$7.00 per prescription (effective September 1, 2007 capped at \$7.50 per prescription); Orthotics and Orthopedics shoes will be limited to a maximum amount of \$700 per person every two benefit years as prescribed by a medical practitioner.
 - (iii) Effective September 1, 2007 basic dental current ODA
 - (iv) Basic Group Life Insurance - \$50,000.
- (b) The Board's contribution for the benefit plans listed in Article L47.2 (a) for a full-time Member shall be 100% of the premium cost. The Board's contribution for the benefit plans listed in Article L47.2 (a) for a part-time Member shall be pro rated in the same proportion that the part-time assignment bears to a full-time assignment.

- L47.3 (a) The Board may at any time substitute another carrier provided that the benefits conferred thereby are at least equivalent and provided the Union is given 30 Calendar days notice.
- (b) A Member who is off the active payroll for more than six (6) months for reasons other than leave of absence for pregnancy/parental leave shall be responsible for paying in advance the full cost of any employee benefit premiums under Article L47.2.

- L47.4 (a) **Basic Group Life Insurance**
The Basic Group Life Insurance Plan will provide life insurance in the amount of three (3) times annual salary up to \$50,000. A new Member must, as a condition of employment, become and remain a member of the Basic Group Life Insurance Plan.

Amended Provisions of Group Life Policy - Total Disability Benefit

If a Member covered by the Basic Group Life Insurance Plan becomes totally and permanently disabled before reaching the age of 65 years, the Member must select one of the following options at time of disability:

Option 1

The Member may elect to receive the Member's life insurance in effect at the date of disability subject to a maximum of \$40,000. Such amount would be paid in a series of sixty (60) equal monthly instalments while the disability continues but in no event beyond the Member's sixty-fifth (65th) birthday. Any insurance in excess of \$40,000 will be continued in force without payment of premiums as long as the Member remains totally and permanently disabled (subject to any reductions or termination due to age as provided under the Plan).

If a Member covered by the Plan who is in receipt of monthly instalments dies before the full number of monthly instalments has been paid, the commuted value of the remaining unpaid instalments will be paid to the Member's beneficiary of record.

OR

Option 2

The Member may elect the waiver of premium benefit whereby the total amount of life insurance in effect at time of disability will be continued in force without payment of premiums as long as the Member remains totally disabled but in no event beyond the Member's sixty-fifth (65th) birthday.

Once a Member selects either Option 1 or Option 2, there will be no further opportunity to change the option chosen.

(b) Optional Group Life Insurance

- (i) In addition to the Basic Group Life Insurance Plan under Article L47.4 (a), a Member may elect insurance in multiples of \$25,000 up to a combined maximum (Basic and Optional) of \$200,000. The Member shall pay the full premium cost for the amount of the Optional Group Life Insurance through payroll deduction.
- (ii) A Member hired after the ratification date must, in writing, subscribe and authorize payroll deduction for the Optional Group Life Insurance in order to be covered under the Optional Group Life Insurance Plan.
- (iii) A Member on leave of absence must, in writing, subscribe for and authorize payroll deduction for Optional Group Life Insurance within thirty-one (31) days of return to employment in order to be covered under the Optional Group Life Insurance Plan.
- (iv) A Member not subscribing for the Optional Group Life Insurance within the time limits above may apply for coverage at a later date by making written application authorizing appropriate payroll deduction and providing evidence of insurability satisfactory to the Insurance Company. The Optional Group Life Insurance will be effective on the first day of the month following approval of the evidence of insurability by the carrier.

- (v) Member may decide, in writing at any time, to cancel Optional Group Life Insurance. Such cancellation will be effective on the first (1st) day of the month following receipt by the Board of the request for cancellation.
- (vi) A Member must be actively at work on the effective date of Optional Group Life Insurance. If a Member is not actively at work on the effective date, Optional Group Life Insurance will commence on the date the Member returns to work on a regular basis.

L47.5 The Optional Dependent's Group Life Insurance will be increased for those Members who are presently covered to provide - \$25,000 - spouse; \$10,000 - each dependent child. The Member shall pay the full premium cost for such coverage.

L47.6 The full amount of the E.I. Rebate shall accrue to the credit of the Board as in the past.

L47.7 (a) Dental Plan

For full-time Members, the Board shall contribute one hundred per cent (100%) of the premium cost of the Basic Dental Plan. The plan shall reimburse a claimant 100% of the cost of the insured services of Basic Services and 75% of the cost of Endodontics and Periodontal based on the current O.D.A. rate schedule Effective September 1, 2007). Newly hired Members shall be enrolled in the Plan effective the first of the month coincident with or next following date of employment. A Member who does not wish to be enrolled under the Plan shall sign a Waiver Form to be provided by the Board. A Member who waives dental coverage shall be permitted to enrol in coverage at a later date during the lifetime of the Agreement only during a thirty (30) day open enrolment period on the anniversary date of the policy.

- (b) The Board will contribute 50% of the premium cost for full time Members for Major Restorative Benefits. The plan will reimburse a claimant 75% of the cost of the insured services (based on the current O.D.A. rate schedule with benefits limited to \$2,000 per person per year. The Member shall pay the remainder of the premium cost through payroll deduction. Effective September 1, 2008 this benefit will be limited to \$2,500 per person per year.
- (c) The Board will contribute 50% of the premium cost for full time Members for Orthodontic Services. The plan will reimburse a claimant 50% of the cost of the insured services (based on the current O.D.A. rate schedule with benefits limited to a lifetime maximum of \$2,000 per person. The Member shall pay the remainder of the premium cost through payroll deduction. Effective September 1, 2008 this benefit will be limited to a lifetime maximum of \$2,500 per person. Note: Effective November 1, 1999, coverage for basic check-ups shall be increased from six (6) to nine (9) months.
- (d) The Board's premium contribution for part-time Members for the Dental Plan benefits listed in Articles L47.7 (a), (b) and (c), shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.

L47.8 A Member who retires and who receives an immediate pension through the Board's recognized Pension Plans shall have the option of retaining coverage at the Member's own cost under the Dental, Semi-Private Hospital Care, and Extended Health Plans of Article L47.2 under the following conditions:

- (a) (i) The Member must elect to retain coverage within thirty-one (31) days of retirement date, otherwise coverage shall be cancelled.
- (a) (ii) All Members retiring on or after September 1, 2001 will be provided with the Retiree Benefit Package as outlined in Article L47.8 above. However, the applicable premium rates will be determined by the overall rate experience for this Retiree Group.
- (b) If the Member withdraws from coverage at any time prior to age sixty-five (65), the Member shall be ineligible to re-enrol in coverage.
- (c) Coverage shall remain in effect until age sixty-five (65) if a Member so elects.
- (d) The Member shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage will be cancelled.
- (e) The benefits under the Extended Health Plan for a retiree shall be limited to \$15,000 during the entire period of the Member's coverage under this Article.

L47.9 Retirees Group Life Insurance Plan

A Member who retires and who receives an immediate pension through the Board's recognized Pension Plans shall have the option of retaining a \$50,000 life insurance policy until the age of 65. The policy shall not include disability coverage. The Member who so elects such a policy shall pay the full amount of the premium, based on the same premium rate as for the basic plan, annually in advance; otherwise the Member's coverage shall be cancelled.

L47.10 Long Term Disability Plan

- (a) The Board shall continue to make payroll deductions for those Members who have elected at their own expense to contribute the premium cost for Long Term Disability insurance coverage. Members who are scheduled to work half time or greater will be eligible for long-term disability coverage.
- (b) It shall be a condition of employment that all new employees hired on and after the selection of a new Long Term Disability Plan to become and remain members of that long term disability plan.
- (c) Once a new long-term disability plan is selected, there shall be an open enrolment within three (3) months of the selection of the plan whereby Members shall be allowed to join the LTD Plan.
- (d) Once a new long term disability plan is selected, the President of the Bargaining Unit and the Manager, Employee Relations will meet to agree upon the Board's responsibilities with respect to the administration of the Plan.
- (e) A member who is no longer entitled to receive Long Term Disability payments shall cease to pay the LTD premium, upon notice from the LTD carrier, on the first pay which they are no longer eligible to receive such payments under the plan.

L47.11 Spousal Benefits

The spouse of a deceased Member may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Hospital Care, Extended Health and Dental Plans under the following conditions:

- (a) the spouse may elect to retain coverage within thirty-one (31) days of the date of death of the deceased Member.
- (b) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased Member. Coverage shall be cancelled the first day of the month following the spouse's sixty-fifty (65th) birthday or upon remarriage.
- (c) the spouse shall pay to the Board in advance the full annual cost of the coverage; otherwise, the coverage shall be cancelled
- (d) if the spouse withdraws from coverage at any time, then the spouse will be ineligible to re-enrol in coverage.

NOTE: In the event of the death of a Member (ten (10) month employee) over the summer period, the thirty-one (31) day provisions in (a) above, shall be calculated from September 1st.

L47.12 The Board shall provide current benefit booklets to each Member. Amendments to these booklets shall be sent to each Member every second September thereafter.

L47.13 The Board shall provide to the Union a current copy of each master policy, which covers the benefits outlined in this Article.

L47.14 Members in ten (10) month positions shall be covered for twelve (12) months for the benefit in which a Member is enrolled.

L47.15 The parties agree to establish and maintain throughout the life of this Agreement an Employee Benefit Committee for the purpose of reviewing and making recommendations concerning the employee benefit package to Administration and/or the appropriate committee of the Board and/or the Employees.

L47.16 It is understood that the benefits provided under this Collective Agreement will not be less than those provided to city office, clerical and technical bargaining unit staff prior to November 1, 1999.

L48.0 – PAY SCHEDULE

L48.1 The regularly scheduled payday shall be bi-weekly, every other Thursday.

L48.2 Members who are probationary or permanent shall be paid in accordance with Schedule "A".

L48.3 Members who are Casual or Temporary shall be paid in accordance with Schedule "C".

L49.0 – PERMANENT EMPLOYEE SENIORITY

- L49.1 (a) For permanent Members of this bargaining unit on staff as of date of ratification of this agreement, seniority is defined as the length of continuous service from date of last hire with the Board and shall include seniority with any predecessor Board.
- (b) For permanent Members hired after the date of ratification, seniority is defined as the length of continuous service in a Bargaining Unit position from date of last hire to the Bargaining Unit and shall include seniority as a casual/temporary Member as defined in this Article.
- (c) A probationary Member will not be placed on the seniority list until the Member has completed the probationary period as stated in Article L44.
- (d) When a Temporary or Casual Member in the Bargaining Unit becomes a permanent Member in the Bargaining Unit, permanent seniority shall be calculated as follows:
- (i) one (1) day for each day worked for the Board up to a maximum of one thousand (1,000) days;
 - (ii) each two hundred and fifty (250) days will equal one (1) year's seniority
 - (iii) less than two hundred and fifty (250) days will be pro-rated to the nearest month.
- L49.2 (a) As of December 31, 1997 service for Temporary and Casual Members, on the Casual Supply List is defined as the number of days worked in such positions as determined by the predecessor Boards as of December 31, 1997.
- (b) The calculation of service for Temporary and Casual Members after December 31, 1997 up to date of ratification shall be in accordance with the common provisions established by the parties on May 7, 1998.
- (c) The calculation of service for Temporary and Casual Members hired on or after the date of ratification of this agreement, service shall be defined as the number of days worked in positions covered by this Collective Agreement.
- L49.3 (a) The Board shall establish a seniority list for permanent Members by start date showing each Member's name, seniority date, hire date, position and salary grade.
- (b) Such seniority list shall be arranged from most senior to more junior.
- (c) Such list shall be brought up to date and sent to the President of the Bargaining Unit by April 1st, and October 1st of each year.
- (d) In compiling the seniority list for the first time, following date of ratification, all ties shall be broken by a lot mutually agreed upon by the Board and the Bargaining Unit. Such order ranking shall be the order on the seniority list from that date forward.
- (e) For newly hired members to the bargaining unit from date of ratification, all ties shall be broken as follows:
- (i) if two (2) or more Members have the same seniority credit, the Member with the most total experience with the Board shall be considered the most senior.

- (ii) if still tied, the seniority standing of the Member shall be determined by a method of lot mutually agreed upon by the Board and the Bargaining Unit.

Such ties shall be broken at the next time of updating the seniority list and shall remain in such rank order from that time forward.

L49.4 Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting. Complaints shall be made by the Member, stating the reasons for the appeal in writing, including all necessary documentation to the Human Resources Officer, with a copy to the Bargaining Unit President. If no complaint is received within that time, then the list is deemed to be accurate.

L49.5 If a Member accepts a temporary assignment to a non-union position with the Board outside the Bargaining Unit, not to exceed twelve (12) months in duration, the Member shall continue to accumulate seniority. Such Member shall continue to pay union and bargaining unit dues during the time of such assignment.

L49.6 A Member will continue to accumulate seniority under the following conditions:

- (a) during an absence due to illness or injury;
- (b) while on WSIB;
- (c) while on an approved leave of absence as provided under this Agreement;
- (d) while working scheduled time (which includes vacations and holidays).

L49.7 A Member will lose seniority standing over the following conditions:

- (a) if the Member terminates employment with the Board;
- (b) if the Member is discharged and such discharge is not reversed through the grievance/arbitration procedure or other legal procedure available to the Member;
- (c) if the Member fails, after a layoff, to return to work within ten (10) working days after the Board has given the Member notice of recall by registered mail, unless an extension is granted by the Board due to an emergency or other reason;
- (d) if a Member is laid off by the Board and has exhausted all rights of recall under Article L45 – Layoff and Recall;
- (e) if the Member accepts a permanent position with the Board outside the Bargaining Unit.

L50.0 – DEFINITIONS

L50.1 For the purpose of interpreting the language of this Collective Agreement the following definitions shall be used:

- (i) “Agreement” shall mean this Collective Agreement.
- (ii) “Bargaining Unit” – shall mean the Office, Clerical and Technical Unit. Ontario Secondary School Teachers’ Federation (O.S.S.T.F.), District 21, Hamilton-Wentworth.
- (iii) “Board” – shall mean The Hamilton-Wentworth District School Board.

- (iv) "Collective Agreement" – shall mean this collective agreement between The Hamilton-Wentworth District School Board and the Ontario Secondary School Teachers' Federation representing The Office, Clerical and Technical Unit of The Ontario Secondary School Teachers' Federation District 21, Hamilton-Wentworth.
- (v) "Employee/Member" – shall mean a member of the "Bargaining Unit".
- (vi) "Employer" – shall mean The Hamilton-Wentworth District School Board.
- (vii) "Part-time" when referring to a person employed by the Board shall mean an employee who works a total of thirty-five (35) hours in a consecutive two (2) week period.
- (viii) "Permanent" – shall mean the permanent staff of the board and includes both probationary and permanent members.
- (ix) "School Year" – means the period of time from September to June 30th.
- (x) "Union" – shall mean the Ontario Secondary School Teachers' Federation.
- (xi) "Full-time" when referring to a person employed by the Board shall mean that each work week shall be thirty-five hours per week, Monday to Friday inclusive.

L51.0– SCHOOL CLOSURE

L51.1 In the event of school closure, a Redeployment Committee shall be established no later than one (1) week after the notice of the school closure is given to the Union. The mandate of the Committee is to:

- (a) Identify and propose how deployment of affected bargaining unit Members shall be done.
- (b) The Joint Committee will be comprised of three (3) representatives of the Board plus a Co-Chair and three (3) representatives of the Union plus a Co-Chair. Meetings of the Joint Committee shall be held during regular work hours. Time spent attending such meetings shall be considered as time worked.
- (c) Each party shall appoint a co-chair for the Committee. Co-chairs shall alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing correspondence as the committee may direct.
- (d) The mandate of the committee is to recommend how the changes will be implemented within the bargaining unit. The Board agrees to provide the committee with all pertinent staffing, work organization and financial information necessary for the committee to carry out its mandate.

L52.0 – JOB DESCRIPTIONS

L52.1 The establishment of and/or revision of job descriptions shall be the responsibility of the Board.

L52.2 The Board shall provide each Member with a copy of the Member's most recent job description that is on file with the Board.

L52.3 Each time a new position is created, the job description shall be forwarded to the President of the Bargaining Unit and to the incumbent if appropriate.

L53.0 – PROFESSIONAL DEVELOPMENT DAY

L53.1 There will be the equivalent of up to one workday for job related Professional Development activities, at no expense to the Board. In order to maintain service levels within the schools and departments, the In-Service will be provided in one-half (1/2) day sessions with a maximum of one-half the bargaining unit being available for any one session. All probationary and permanent Members and those temporary and casual Members working in long term assignments may participate in this day.

Effective in the 2016-2017 school year, short term casual Members may participate in this one-half (1/2) day session. Short term casuals must attend the full session in order to be compensated for one-half (1/2) day at the casual rate of pay.

L53.2 The President of the Bargaining Unit, the Manager, Employee Relations or designate will meet each year during the month of September to determine the appropriate date(s) for the Professional Development Day.

L53.3 Where the employer requires an employee to upgrade or learn a new computer program, for their current position, the Employer shall provide such training during the working day. The employer shall endeavour to provide casual assistance in the event of mandatory training.

L54.0 – DURATION OF AGREEMENT

L54.1 (a) This agreement shall be effective on September 1, 2014 and remain in force until the 31st day of August 2017 and shall continue in force from year to year thereafter. In any year not more than ninety (90) days before the date of termination of the agreement, either party shall furnish the other with notice to negotiate the Collective Agreement.

(b) Notwithstanding the foregoing, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L54.2 The parties shall meet within fifteen (15) days after giving of notice by either party for the purpose of entering into negotiations.

L55.0 – GENERAL

L55.1 All letters of agreement and all appendices shall form part of this agreement.

L55.2 Each employee, either active or on leave, shall keep the Human Resources Department informed, in writing, of his/her current address and telephone number.

L56.0 – AMENDMENTS

L56.1 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties. Any such revision or amendment shall not become effective until ratified by the Board and the Union.

L56.2 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of the Collective Agreement which would have the effect of altering or modifying any part of the Agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the Collective Agreement shall continue in effect for the duration of the Agreement.

LETTERS OF AGREEMENT/UNDERSTANDING

LETTER OF UNDERSTANDING #1 – BOARD POLICIES

The parties agree that the Union shall have the option to have one (1) representative on each Committee established by the Board/Administration to develop, review and make recommendations on Board policies relevant to OCTU members.

LETTER OF AGREEMENT #2

RE: CANCELLATION OF SCHOOL AND BOARD ADMINISTRATIVE OPERATIONS

The parties agree that, during the lifetime of the Collective Agreement, members of O.S.S.T.F., Office, Clerical & Technical Bargaining Unit shall be covered by Board Policy if the school(s) are closed due to inclement weather. Bargaining Unit Members who are scheduled to work on a day when a school/work location is closed due to inclement weather will be paid for the assignment. Should the policy be revised, the bargaining unit shall have input into any proposed changes and the impact to bargaining unit members.

LETTER OF AGREEMENT #3

RE: JOB SECURITY [June 15, 2004]

No permanent member on staff at the time of ratification of this agreement shall be laid off. The only reduction in staff shall be by attrition. The complement shall not be less than three hundred and seventeen and one-half (317 ½) FTE.

LETTER OF AGREEMENT #4

RE: USE OF VOLUNTEERS

The parties agree that volunteers are not a substitute for additional administrative staff in the office or for the replacement of administrative staff in the case of absence.

If volunteers are to assist in the school office, it is inappropriate for them to have access to the Ontario Student Records (OSR) cards, petty cash, and confidential information covered by the Municipal Freedom of Information and Protection of Privacy Act.

The Principal, in consultation with the school office administrator, will review the list of acceptable tasks to be assigned to the volunteer. Acceptable tasks shall include, but not limited to:

- supporting the organization of in-school fund-raising events
- safe arrival checks

If volunteers are answering the school telephone, it is essential that the person identifies to the caller that a volunteer is answering the phone.

Where there is a concern over the volunteer's activities that may impact on bargaining unit work, the President will contact the, Manager, Employee and Labour Relations. The Manager, Employee and Labour Relations will convene a meeting with representatives from the work site and appropriate administrative staff in order to attempt to alleviate the concern.

**LETTER OF AGREEMENT #5
RE: SECRETARIAL STAFFING COMMITTEE**

The Board agrees to establish a secretarial deployment committee, which will annually review the allocation of both elementary and secondary school secretarial staff.

The committee will meet no later than May 1st each year so their work may be considered for secretarial deployment for the following September. Such process will be completed by June 27th each year and will take effect for the opening of school in September.

The committee shall have up to three (3) representatives from the Union appointed by the Union. The committee will provide a report to Senior Administration, which shall include recommendations concerning the factors, which determine school secretarial deployment.

A report from Senior Administration shall be presented to the Bargaining Unit President and to the Board prior to implementation.

**LETTER OF AGREEMENT #6
RE: ACCOMMODATION**

The Board agrees to advise members who are going to attend a meeting to deal with medical accommodations/return to work plans of their right to have union representation at such meeting. Should a member indicate they do not want O.S.S.T.F. representation, the Union shall be notified of the member's name prior to the scheduled meeting date and the Board shall ask the employee to sign a waiver stating such decision.

The parties agree that the union President or designate, subject to the paragraph above, will be included in medical accommodations/return to work planning meetings which involve the Coordinator Disability Management, the Return to Work Coordinator or designates.

**LETTER OF AGREEMENT #7
RE: WORKLOAD**

The parties agree there shall be a workload committee established to discuss and examine methods of dealing with the workload of members of the bargaining unit. This may include but not be limited to procedures for accessing additional assistance, training, establishing procedures. The committee shall meet twice per year, at the call of either party. The committee shall consist of two (2) members from the Board and two (2) members from the bargaining unit.

**PDT LETTER OF UNDERSTANDING #8
SUPPORT WORKERS ADVISORY GROUP [SWAG] AND WORKPLACE VIOLENCE**

As part of the OSSTF Support Staff Provincial Discussion Table Agreement, the Minister of Education will establish the above groups. In the event that recommendations and/or policies/procedures are issued, the parties shall meet to review such recommendations impacting OCTU members at the Staff Relations Committee and where appropriate develop an implementation strategy.

**LETTER OF UNDERSTANDING #9
Co-op Students**

The objective of the co-op program is to provide a learning experience for students to achieve a credit towards a Secondary School diploma and to prepare them for entry into the work force. It is not a substitute for clerical or technical staff. If co-op students are assigned to offices, it is inappropriate for them to have access to Ontario Student Record (OSR) cards and confidential information covered by the Municipal Freedom of Information and Protection of Privacy Act. Discretion should be used when assigning tasks to co-op students.

**LETTER OF AGREEMENT #10
RE STUDENT SUPERVISION COMMITTEE**

The parties agree to a joint labour-management committee of not more than three (3) representatives from the Board, and not more than three (3) representatives from the Union to discuss student supervision. This committee shall review the concerns related to supervising students in the office and shall make recommendations for best practices to be considered for implementation at the school level.

Signed this 6th day of January, 2016 at Hamilton, ON.

For the Union:

Samantha Wilson
[Signature]
Jangie K. Maxwell
Leidi Jelling
Travis [Signature]
[Signature]

For the Employer:

[Signature]
Brian Lyke
[Signature]

**Local – SCHEDULE “A”
SALARY AND GRADE LEVELS**

LA.1 (a)

- (i) Effective September 1, 2014 to August 31, 2016, **twelve (12) month Members** shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	\$32,212	\$33,290	\$34,368	\$35,446	
3	\$32,984	\$34,065	\$35,145	\$36,224	
4	\$34,144	\$35,222	\$36,303	\$37,384	
5	\$35,327	\$36,405	\$37,485	\$38,564	
6	\$38,564	\$39,117	\$40,332	\$41,545	
7	\$40,512	\$41,726	\$42,942	\$44,155	
8	\$43,158	\$44,372	\$45,588	\$46,799	
9	\$47,200	\$48,412	\$49,627	\$50,842	
10	\$52,603	\$53,820	\$55,031	\$56,243	
11	\$56,595	\$57,942	\$59,292	\$59,292	\$61,990
12	\$62,343	\$63,690	\$65,038	\$66,386	\$67,735
13	\$69,968	\$71,315	\$72,667	\$74,014	\$75,362

- (ii) Effective September 1, 2014 to August 31, 2016, **ten (10) month Members** shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	\$26,843	\$27,742	\$28,640	\$29,538	
3	\$27,487	\$28,388	\$29,288	\$30,187	
4	\$28,453	\$29,352	\$30,253	\$31,153	
5	\$29,439	\$30,338	\$31,238	\$32,137	
6	\$31,587	\$32,598	\$33,610	\$34,621	
7	\$33,760	\$34,772	\$35,785	\$36,796	
8	\$35,965	\$36,977	\$37,990	\$38,999	
9	\$39,333	\$40,343	\$41,356	\$42,368	
10	\$43,836	\$44,850	\$45,859	\$46,869	
11	\$47,163	\$48,285	\$49,410	\$50,534	\$51,658
12	\$51,953	\$53,075	\$54,198	\$55,322	\$56,446
13	\$58,307	\$59,429	\$60,556	\$61,678	\$62,802

(b)

- (i) Effective September 1, 2016, **twelve (12) month Members** shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	\$32,534	\$33,623	\$34,712	\$35,800	
3	\$33,314	\$34,406	\$35,496	\$36,586	
4	\$34,485	\$35,574	\$36,666	\$37,758	
5	\$35,680	\$36,769	\$37,860	\$38,950	
6	\$38,283	\$39,508	\$40,735	\$41,960	
7	\$40,917	\$42,143	\$43,371	\$44,597	
8	\$43,590	\$44,816	\$46,044	\$47,267	
9	\$47,672	\$48,896	\$50,123	\$51,350	
10	\$53,129	\$54,358	\$55,581	\$56,805	
11	\$57,161	\$58,521	\$59,885	\$61,247	\$62,610
12	\$62,966	\$64,327	\$65,688	\$67,050	\$68,412
13	\$70,668	\$72,028	\$73,394	\$74,754	\$76,116

- (ii) Effective September 1, 2016, **ten (10) month Members** shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	\$27,112	\$28,019	\$28,926	\$29,834	
3	\$27,762	\$28,671	\$29,580	\$30,489	
4	\$28,738	\$29,645	\$30,555	\$31,465	
5	\$29,734	\$30,641	\$31,550	\$32,458	
6	\$31,903	\$32,923	\$33,946	\$34,967	
7	\$34,098	\$35,119	\$36,143	\$37,164	
8	\$36,325	\$37,346	\$38,370	\$39,389	
9	\$39,727	\$40,747	\$41,769	\$42,792	
10	\$44,274	\$45,299	\$46,318	\$47,338	
11	\$47,634	\$48,768	\$49,904	\$51,040	\$52,175
12	\$52,472	\$53,606	\$54,740	\$55,875	\$57,010
13	\$58,890	\$60,023	\$61,161	\$62,295	\$63,430

NOTE: The grids in (b) (i) and (ii) above represent a 1.0% increase as per the Central Agreement M.O.S. dated November 27, 2015 between the Council of Trustees' Association, and the Ontario Secondary School Teachers Federation and the Crown.

(c)

- (i) Effective February 1, 2017, **twelve (12) month Members** shall be paid in accordance with the following salary grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	\$32,697	\$33,791	\$34,885	\$35,979	
3	\$33,480	\$34,578	\$35,674	\$36,769	
4	\$34,658	\$35,752	\$36,849	\$37,947	
5	\$35,859	\$36,953	\$38,049	\$39,144	
6	\$38,474	\$39,706	\$40,939	\$42,170	
7	\$41,122	\$42,354	\$43,588	\$44,820	
8	\$43,808	\$45,040	\$45,040	\$47,503	
9	\$47,910	\$49,141	\$50,374	\$51,607	
10	\$53,395	\$54,630	\$55,859	\$57,089	
11	\$57,447	\$58,814	\$60,184	\$61,554	\$62,923
12	\$63,281	\$64,649	\$66,017	\$67,385	\$68,754
13	\$71,021	\$72,388	\$73,761	\$75,128	\$76,496

- (ii) Effective February 1, 2017, **ten (10) month Members** shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	\$27,247	\$28,159	\$29,071	\$29,983	
3	\$27,900	\$28,815	\$28,815	\$30,641	
4	\$28,882	\$29,793	\$30,708	\$31,622	
5	\$29,882	\$30,794	\$31,708	\$32,620	
6	\$32,062	\$33,088	\$34,116	\$35,142	
7	\$34,268	\$35,295	\$36,324	\$37,350	
8	\$36,506	\$37,533	\$38,562	\$39,586	
9	\$39,925	\$40,951	\$41,978	\$43,006	
10	\$44,496	\$45,525	\$46,549	\$47,575	
11	\$47,872	\$49,012	\$50,154	\$51,295	\$52,436
12	\$52,734	\$53,874	\$55,014	\$56,154	\$57,295
13	\$59,184	\$60,324	\$61,467	\$62,607	\$63,747

NOTE: The grids in (c) (i) and (ii) above represent a 0.5% increase as per the Central Agreement M.O.S. dated November 27, 2015 between the Council of Trustees' Association, and the Ontario Secondary School Teachers Federation and the Crown.

- (e) The salary of a part-time Member shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.
- (f) The salary for ten (10) month Members shall be pro-rated to ten twelfths of the annual salary.
- LA.2
 - (a) The anniversary date for a Member hired prior to January 1, 1965 shall be September 1st.
 - (b) The anniversary date for a Member hired on or after January 1, 1965 shall be calculated from the first day of the month coinciding with or next following the last date of appointment to the probationary staff.
- LA.3
 - (a) A Member not at the maximum salary of a Grade level shall advance on the salary grid by means of an annual increment effective on the anniversary date.
 - (b) The payment of an increment on the salary grid level is conditional upon satisfactory job performance. Where an increment is to be withheld, the Member shall be notified in writing at least sixty (60) days in advance of the date on which the increment is due.
- LA.4
 - (a) Where a Member is promoted to a position classified at a higher salary level, the Member shall receive the minimum salary for the higher level. If the Member's salary prior to promotion is greater than the minimum salary the Member shall receive the salary step next higher to their present salary and progress towards the salary maximum for the level in accordance with the incremental schedule for the classification.
 - (b) The anniversary date of a Member, promoted to a position classified at a higher salary level, shall not change as a result of the promotion.
- LA.5 A Member demoted to a position classified at a lower salary grade shall receive either the Member's existing salary or the maximum salary for the lower grade level, whichever is the lesser.
- LA.6 When a Member is assigned for a period of two (2) weeks or more as a replacement in a position classified in a higher grade level, the Member shall be paid the minimum salary for the higher grade level or \$20.00 per week, whichever is greater. Such payment will be retroactive to the date the Member assumed the assignment.
- LA.7
 - (a) A new Member to staff shall receive the minimum salary of the grade level for the Member's position.
 - (b) For initial salary placement purposes, a Casual or Temporary Member appointed to the probationary staff to the same position held as a Casual or Temporary Member on and after the ratification date of this Agreement, shall be placed on the salary grid in accordance with the commencement date of the last casual or temporary assignment for which there was no intervening break in employment.

- LA.8 A permanent Member who holds a signed agreement between the Board and the Member, prior to ratification of this agreement, shall maintain rights under the signed agreement until such time as the Member leaves the position held when such agreement was signed.
- LA.9 Computer Operators working outside of normal hours of work as per clause L38.2 (a), shall be paid \$1.80[September 1, 2011] per day.
- LA.10 The following shall be used in the calculations of pay:
- (a) "Annual Salary" - the salary identified at each cell of the grids described in this Article.
 - (b) "Ten-month Annual Salary" - ten twelfths of the "Annual Salary" as described in this Article.
 - (c) "Monthly Rate" - "Annual Salary" as described in this Article divided by twelve (12).
 - (d) "Weekly Rate" - "Annual Salary" as described in this Article divided by fifty-two (52).
 - (e) "Daily Rate" - "Weekly Rate" divided by five (5).
 - (f) "Hourly Rate" – "Daily Rate" divided by seven (7).
- LA.11 The Board agrees to maintain Pay Equity in accordance with the requirements of the Pay Equity Act.
- LA.12 Summer School Secretaries shall be paid at the minimum level of a Grade 7, or their normal hourly rate of pay, whichever is greater. In addition to the above rate, Summer School Secretaries shall receive four per cent (4%) vacation pay.

**Local – SCHEDULE “B”
JOB TITLES AND GRADES**

Grade 4	
LLRC, Library Clerk	Mailroom Administrator
Media Library Clerk	Printing Clerk

Grade 5	
Secondary School Office Assistant	Strings Program Administrator
Student Services Clerk	Systems Generalist, Ed Centre

Grade 6	
Accommodation & Boundaries Assistant	Facilities Management Clerk – Energy/Environment
Accommodation & Planning Assistant	Health and Safety Assistant
Accounts Payable Clerk	LLRC, Office Assistant
Admissions Office Assistant	Program Assistant
Assessment Centre, Office Assistant	Student Services Assistant
Community and Continuing Education Office Assistant	Transportation Assistant
Customer Service Help Desk – Facilities Management	WSIB Clerk / HR Greeter
Enrolment Assistant Facilities Management Clerk - Maintenance Services	

Grade 7	
21st Century Fluencies Office Assistant	Computer Operator Continuing Education, Student Data Administrator
Administrative Assistant to the Manager of Caretaking Services	Early Child Development Assistant
Administrative Assistant to the Manager of Computer Services	Elementary School, Office Assistant
Administrative Assistant to the Manager of Finance	Facilities Rentals Administrator
Administrative Assistant to the Manager of Capital Projects	Health and Safety Assistant
Administrative Assistant to the Manager Maintenance/Energy	Help Desk Administrator
Alternative Education, Office Administrator	Office Assistant to Principal of Equity
Assistant to the Manager Communication Services	Payroll Clerk
Assistant to the Manager Communication Services	Program Assistant (Experiential learning)
Assistant to the Manager, Psychological Services	Printing Services Coordinator
Assistant to the Manager, Social Work Services	Secondary School Accounts Administrator

Assistant to the Principal Special Education	Secondary School Student Data Administrator
Athletics Assistant	Sick Leave Administrator
Business Communications Assistant	SFX Administrator
Capital and Grants Assistant	Staff Development Assistant
Care, Treatment, and Corrections Assistant	Student Services Office Administrator
Community and Continuing Education Financial Assistant	Vocational School, Office Assistant

Grade 8	
Alternative Education Office Administrator	Library Technician, LLRC
Benefits Administrator	Library Technician, Secondary School
Budget Enrolment Analyst Assistant	Purchasing Assistant
Continuing Education Office Administrator	Senior Accounts Payable Clerk
Elementary School, Office Administrator	Stage Technician
Human Resources Assistant	Student Services Department Administrator
Intermediate Accountant	Transportation Officer
Kit Services Coordinator	

Grade 9	
Accommodation and Planning Coordinator	Print and Mail Coordinator
Buyer	Program Research Assistant
LLRC Coordinator	Student Developmental Specialist
Multi Media Technician	Training and Support Coordinator
Pensions Administrator	

Grade 10	
Accounting Analyst	School Budget/Funds Support
Athletics Assistant Convenor	Secondary School, Office Administrator
Computer Technician	Systems Library Technician
Facilities Services Technician	Vocational School, Office Administrator
Health & Safety Technician	Web/Graphic Technician
Regulated Substance Technician	

Grade 11	
Computer Technician, Project Coordinator	Senior Buyer
Corporate Systems Administrator	Web Master
Corporate Network Coordinator	

Grade 12	
Athletics Coordinator	

Grade 13	
Program Research Analyst	Systems Research Statistician

**Local – SCHEDULE “C”
TEMPORARY AND CASUAL MEMBERS**

- C.1 “Casual Employee” – means a Member of the bargaining unit hired to replace an employee who is absent; for a period of one (1) year or less; or to provide additional assistance for a period of less than one (1) year.
- C.2 “Temporary Employee” – means a Member of the bargaining unit hired for a continuous period of employment in the same assignment to replace a Member absent, on leave of absence or to provide additional assistance for a period of more than one (1) year to a maximum of two (2) years.
- C.3 A Casual Member shall be paid:
- | | |
|-------------------|------------------|
| September 1, 2011 | \$15.35 per hour |
| September 1, 2015 | \$15.35 per hour |
| September 1, 2016 | \$15.50 per hour |
| February 1, 2017 | \$15.58 per hour |
- C.4 A Temporary Employee shall move on the grid according to time in the position.
- C.5 In addition to the amounts received under clauses C.3 to C.5 inclusive, a Casual or Temporary Member shall receive four per cent (4%) of the salary/wages received as vacation pay.
- C.6 Part-time Casual or Temporary Members shall have the amounts received under clauses C.3 to C.6 paid in the same proportion that the part-time assignment bears to a full-time assignment in the same position.
- C.7 (a) A full-time Casual or Temporary Member employed in the same assignment for a period of six (6) months or more shall receive seventy-five dollars (\$75.00) per employment month worked. Such payment shall be paid in lieu of benefits and shall be paid to the Casual or Temporary Member at the end of the assignment or upon enrolment in the benefit plans.
- (b) A casual Member who is hired on a part-time basis shall be entitled to a benefit amount, which is pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.
- (c) For the purpose of clause C.7, a Casual Member in a ten (10) month position assignment shall not count the months of July and August as part of the six (6) month period.
- C.8 The Board shall reimburse, at the Board’s current rate per kilometre, each Casual or Temporary Member who is required to travel between two or more locations within the Board’s jurisdiction on the same day if the permanent Member the Casual or Temporary Member is replacing normally receives the allowance.

- C.9 (a) A Temporary Member shall be paid the minimum rate of the Grade Level, in which the position is located, in accordance with Schedule "A" – Salary and Grade Levels.
- (b) On the anniversary day of holding the position, the Temporary Employee shall move to the next step level on the grid in accordance with Schedule "A".
- C.10 In addition to the amount received under Clause C.9, a Temporary Member shall receive four per cent (4%) of the salary/wages received as vacation pay.
- C.11 A Temporary Member, after one year of continuous employment in the same position, shall be eligible for insured employee benefits in accordance with Article L47 – Insured Employee Benefits. If the Temporary Member enrolls in the Benefits provided under Article L47, the Temporary Member is no longer eligible for the payment under clause C.7 (a).
- C.12 (a) Temporary Members who complete one (1) year of continuous employment in the same position shall be appointed to the probationary staff of the Board.
- (b) Temporary Members who complete two (2) years of continuous employment while participating in a position sharing arrangement or while replacing a permanent member who is absent and who is scheduled to return to work, shall not qualify to be appointed to the probationary staff of the Board.
- C.13 A Casual or Temporary Member who works the scheduled day before and the scheduled day after a recognized paid holiday as in Article L40, shall be paid for the recognized paid holiday.
- C.14 Night School Secretaries shall be the minimum of a Grade 7. In addition to the above rate, a Night School Secretary shall receive four per cent (4%) vacation pay.

TEMPORARY AND CASUAL SERVICE LIST

- C.15 (a) As of December 31, 1997 service for Temporary and Casual Members, on the Casual Supply List as is defined as of the number of days worked in such positions as determined by the predecessor Boards as of December 31, 1997.
- (b) The calculation of service for Temporary and Casual Members after December 31, 1997 up to date of ratification shall be in accordance with the common provisions established by the parties on May 7, 1998.
- (c) The calculation of service for Temporary and Casual Members hired on or after the date of ratification of this agreement, service shall be defined as the number of days worked in positions covered by this Collective Agreement.
- C.16 (a) The Board shall establish a service list for Temporary and Casual Members by days worked showing each Member's name and last date of appointment to the casual staff.
- (b) Such service list shall be arranged from the Member with the most service to the Member with the least service,

- (c) Such list shall be brought up to date and sent to the President of the Bargaining Unit in January of each year.
- (d) In compiling the Temporary and Casual Member service list, all ties shall be broken through a system of lot mutually agreed to by the Board and the Union.

C.17 The following articles of this Collective Agreement do not apply to Casual Members:

Article L6	Collective Agreement
Article L12	Job Security
Article L15	Bereavement Leave
Article L16	Miscellaneous Leaves of Absence
Article L17	Personal Leaves of Absence
Article L19	Paternal Leave
Article L22	Extended Parental Leave
Article L24	Deferred Salary Leave Plan
Article L26	WSIB Supplement
Article L27	Sick Leave
Article L28	Job Exchange
Article L29	Position Sharing
Article L31	Transfers
Article L32	Temporary Assignments
Article L39	Change in Hours of Work
Article L41	Paid Vacations
Article L44	Probationary Period
Article L46	Pension Plan
Article L47	Insured Employee Benefits
Article L49	Permanent Employee Seniority
Local Appendix "B"	Supplemental Employment Benefits (EI Sub Plan)

C.18 The following Articles of this Collective Agreement do not apply to Temporary Members:

Article L6	Collective Agreement
Article L12	Job Security
Article L17	Personal Leaves of Absence
Article L19	Paternal Leave
Article L22	Extended Parental Leave
Article L24	Deferred Salary Leave Plan
Article L27	Sick Leave
Article L28	Job Exchange
Article L29	Position Sharing
Article L31	Transfers
Article L32	Temporary Assignments
Article L39	Change in Hours of Work
Article L41	Paid Vacations
Article L44	Probationary Period
Article L46	Pension Plan
Article L49	Permanent Employee Seniority
Local Appendix "B"	Supplemental Employment Benefits (EI Sub Plan)

APPENDIX "A"
EMPLOYMENT BENEFITS (SEB) PLAN

Supplemental Employment Benefit (SEB) Plan for The Hamilton-Wentworth District School Board.

1. The object of the plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. This plan covers the Office, Clerical and Technical Bargaining Unit Employees.
3. The other requirements imposed by the Employer for the receipt or the non-receipt of the SEB are:
 - (a) An Employee must be eligible to receive pregnancy or parental leave benefits from E.I.
 - (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
 - (c) Payment will not be made for any week in the waiting period, which falls outside the Employee's normal employment period. An Employee employed on a ten (10) month basis will not be supplemented for any week during the waiting period, which falls during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
6. Employees do not have a right to SEB payments except for supplementation of E.I. benefits for the unemployment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to one hundred percent (100%) of the Employee's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by Employees will not exceed one hundred percent (100%) of the Employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is for the two (2) week waiting period.
9. The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.

10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.
11. The Employee must provide the Employer with the proof that the Employee is getting E.I. benefits or that the Employee is not getting benefits for reasons specified in the plan.
12. The Employer will use the E.I. receipt of the Employee to verify that the Employee is receiving E.I. benefits or other earnings.

**RETIREMENT GRATUITIES - FORMER CITY EMPLOYEES –O.S.S.T.F.
(FOR INFORMATION)**

- 26.10(a) Subject to the Education Act, the Board, on the termination of a Member's service for the purposes of retirement, shall pay a retirement allowance based on one half (1/2) the number of days standing in the Member's Sick Leave Credit Account multiplied by the daily rate of pay and;
- (i) the Board shall pay the said amount to a Member who terminates employment with the Board and who has attained the age of sixty-five (65) years
 - (ii) the Board may, in its discretion, pay the said amount to such Member, who terminates employment with the Board and has attained either the age of sixty (60) years or has been twenty (20) years in employment with the Board.
 - (iii) the payment under clause L27.10 (a) shall be paid by the Board to the Member within thirty (30) calendar days of termination of employment or on or before December 31st of the calendar year in which employment was terminated, whichever occurs first.
- (b) The amount paid under clause L27.10 (a) shall not exceed the amount of one-half the earnings received by the Member in the year immediately prior to the termination of employment.

**RETIREMENT GRATUITIES – FORMER CITY EMPLOYEES – O.P.E.I.U.
(FOR INFORMATION)**

- 21.09 Subject to the Laws of Ontario, the Board on the termination of an Employee's service for the purpose of retirement, shall pay a retirement allowance based upon one-half (1/2) the number of days standing in the Sick Leave Credit Account of such Employee multiplied by the per diem salary and,
- (a) the Board shall pay the said amount to such Employee who terminates his/her service and has attained the age of sixty-five (65) years
 - (b) the Board may, in its discretion, pay the said amount to such Employee, who terminates his/her service and has attained either the age of sixty (60) years or has been twenty (20) years in the service of the Board.
- 21.10 This system may be amended, from time to time, by Resolution of the Board.

The Laws of Ontario provide: "That on the termination of employment no employee shall be entitled to more than an amount equal to his salary, wages or other remuneration for one-half the number of days standing to his credit in any event not in excess of the amount he would have earned in six (6) months at the rate received by him immediately prior to termination of employment".

**RETIREMENT GRATUITIES – FORMER COUNTY EMPLOYEES – C.U.P.E
(FOR INFORMATION)**

Eligibility: The eligibility of an Employee for a retirement gratuity shall be determined on the following basis:

- (a) An Employee upon retirement must be entitled to an immediate pension, must be 55 years of age or over and must have served ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education, before becoming entitled to a Sick Leave Credit Gratuity on retirement,

OR

- (b) An Employee retiring on the grounds of ill health must have served ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability, which prevents the Employee from being gainfully employed.
- (c) An Employee who fails to qualify for retirement gratuity under the provisions of Clause 7(a) hereof solely because the Employee has failed to serve ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education shall nevertheless qualify for a partial retirement gratuity if the Employee fulfills all other requirements of Clause 7(a) in accordance with the following:

If the Employee serves eight (8) continuous years of service within schools within the jurisdiction of The Wentworth County Board of Education – fifty percent (50%) of the retirement gratuity provided under Clause 8 hereof. If the Employee serves nine (9) continuous years of service within schools within the jurisdiction of The Wentworth County Board of Education – seventy-five (75%) of the retirement gratuity provided under Clause 8 hereof.

In all other respects The Wentworth County Board of Education Sick Leave and Retirement Gratuity Plan - Non-Teaching Employees shall remain in effect.

Payment of Retirement Gratuity

Payment of retirement gratuity shall be made on the following basis:

- (a) Eligible Employees shall be paid a sum equivalent to the number of sick leave days accumulated, subject to the allowable maximum, multiplied by one half ($\frac{1}{2}$) the basic daily rate of pay in force at the time of cessation of regular employment.
- (b) The gratuity shall be paid in one lump sum either at retirement or on January 15 of the year following retirement at the Employee's option. Retirement gratuity shall not exceed one-half ($\frac{1}{2}$) year's earnings at the salary computed under Clause 8(a).
- (c) If an Employee of the Board dies in service, a payment computed on the same basis as the retirement gratuity plan shall be paid to his or her beneficiary as designated in writing by the Employee. If no beneficiary is named, such payments to be made to the Employee's estate.
- (d) The Board shall have the right to withhold payment of the Sick Leave Credit gratuity on retirement in the case of any Employee who is discharged or caused to resign "with cause".
- (e) A part time Employee working half-time or more on a regular basis should be entitled to a Sick Leave Credit Gratuity on Retirement, providing Eligibility is based on ten (10) continuous years of service.

RETIREMENT GRATUITIES – FORMER COUNTY EMPLOYEES –ADMINISTRATIVE (FOR INFORMATION)

7. Retirement Gratuity

Eligibility – The eligibility of an Employee for a retirement gratuity shall be determined on the following basis:

- (a) An Employee upon retirement must be entitled to an immediate pension under the Ontario Municipal Employees Retirement System (OMERS) or Teachers' Superannuation Act, must be fifty-five (55) years of age or over and must have completed ten (10) continuous years of service with Boards now within the jurisdiction of the Wentworth County Board of Education.

OR

- (b) An employee retiring on the grounds of ill health must have served ten (10) continuous years of service with Boards now in the jurisdiction of the Wentworth County Board of Education to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability, which prevents the Employee from being gainfully, employed and be so certified by a medical practitioner.

8. Payment of Retirement Gratuity

Payment of retirement gratuity shall be made on the following basis:

- (a) Eligible Employees shall be paid a sum equivalent to the number of sick leave days accumulated to a maximum of two hundred and thirty (230) days multiplied by one half ($\frac{1}{2}$) the daily rate of pay in force at the time of cessation of regular employment, but in no event shall the sum exceed one-half the Employees annual salary.

For the purpose of calculating Sick Leave Credit gratuity on retirement only, an Employee who retires during the calendar year shall receive, as of the date of retirement, the same number of sick leave credits as would be received had they remained in the Board's employment until December 31 without further absences

- (b) The Sick Leave Credit Gratuity on retirement shall be paid in one lump sum either at retirement or on January 15, of the year following retirement at the Employee's option provided that any claimant for retirement gratuity must have notified the Board by January 1 of the year in which they intend to retire, if payment is required in the year of retirement, otherwise the gratuity will not be payable until January 15th of the following year.
- (c) If an Employee dies in service, payment of gratuity computed on the same basis as the Sick Leave Credit Gratuity on Retirement shall be made to their beneficiary as legally designated in writing by the Employee. In the absence of such designation, such payment shall be made to the Employee's estate.
- (d) The Board shall have the right to withhold payment of the Sick Leave Credit Gratuity on retirement in the case of any Employee who is discharged or caused to resign with just cause. The provisions of this paragraph shall in no way limit the Employee's right to challenge discharge or resignation.

9. This plan shall become effective January 1, 1985 and shall supersede all former plans

10. Interpretation – Interpretation of the foregoing is vested in the Superintendent of Business and Treasurer subject to any provisions of special or general legislation and direction of the Board.

Dated in HAMILTON, ONTARIO this 18th day of April, 2017

ON BEHALF OF OSSTF, OFFICE, CLERICAL
AND TECHNICAL BARGAINING UNIT

Samantha Wilson

Janice K. Macleod

Lindi Spelling

Chairwoman

[Signature]

ON BEHALF OF THE HAMILTON WENTWORTH
DISTRICT SCHOOL BOARD

[Signature]

Stephan Strong

[Signature]
