# OSSTF D21 OCTU AGREED TO LOCAL LANGUAGE September 1, 2019 to August 31, 2022

PART B - LOCAL TABLE (ARTICLES)

#### **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, **including the following as date of ratification:** 

Administrative Assistant – Human Resources,	IIT Coordinator,
Building Automation System Energy Specialist,	Internal Auditor, Budget Analyst,
Capital Analyst,	Labour Relations Coordinator,
Computer Systems Analyst,	Labour Relations Officer,
Coordinator-Transportation Services,	Occupational Health and Safety Specialist,
Data Base Administrator,	Officer Trustee Services,
Data Base Analyst,	Chief Payroll Clerk Payroll Team Lead,
Data Scientist,	Planner,
Database Administrator,	Privacy & Information Management Coach,
Employee Records Co-Ordinator,	Privacy & Information Officer,
Employee Support Wellness Specialist	Property Planner,
Coordinator,	
Return to Work Co-Ordinator Employee Support	Public Relations Officer
Wellness Specialist,	
Recording Secretaries Executive Assistant –	Relocation Coordinator,
Director's Office,	
Executive Assistant to the Superintendent of	Secretary to the Manager, Human Resources,
Human Resource Services,	
Executive Assistants to Superintendents,	Senior Financial Analyst,
Assistant to the Secretary of the Board Executive	Senior Security Administrator,
Support – Trustee Services,	
Human Resource Analyst,	Senior System Developer,
Human Resource Services Staffing Coordinator,	Staff Development Officer,
Human Resource Systems Applications	sStudents employed in Co-Operative
Administrator,	Education Programs.
Human Resources Services Staffing Officer,	Teacher Qualification and Salary
	Administrator,
Human Rights & Equity Officer,	Teacher/Principal Records Administrator

#### **L4.0 – UNION DUES AND ASSESSMENTS**

- 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)(b) Amount of Union Dues deducted
  - (d)(c) Amount of wages or salary on which Union Dues were deducted
  - (e)(d) The period of work for which dues are submitted

#### **L5.0 – UNION RIGHTS**

L5.2 The Board shall advise the President of the Bargaining Unit, in writing **via email**, of each new Member's name and work location within thirty (30) ten (10) working days of commencement of employment of the new Member.

L5.4 The Board shall advise all new Members that a Collective Agreement is in effect, where to locate an electronic copy and provide the new Member with the name, email address, and business phone number of the President of the Bargaining Unit. The President of the Bargaining Unit will provide the Board with their name, email address and business phone number to be communicated to new Members.

L5.5 The Board shall provide the union the following information on a monthly basis by the fifteenth (15<sup>th</sup>) day of each month for the previous month:

- a) A list of all permanent members including FTE, and all work sites.
- b) A list of all casual members including temporary assignment locations
- c) A list of all members on any leave.

L5.5 L5.6 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, Labour Employee-Relations or designate unless otherwise provided in this Agreement.

L5.6 L5.7 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, Labour Employee Relations shall so notify the President of the Bargaining Unit and the matter may be taken up as a Board Grievance.

L5.7 L5.8 Official correspondence between the Board and the Union or the Bargaining Unit shall be sent to the Manager, Labour Employee-Relations and President of the Bargaining Unit respectively unless otherwise provided for elsewhere in this collective agreement.

#### **L8.0 – JUST CAUSE**

- 8.1 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 The purpose of progressive discipline is to correct behaviour and not to be solely punitive. Progressive Discipline is a multi-step process. Mitigating factors including, but not limited to, years of service, prior work history, medical history, compassionate grounds, and/or rehabilitative potential will be considered in administering progressive discipline.
- L8.4 Discipline will be issued in accordance with the Board's Progressive Discipline Policy/Procedure. Prior to discipline being issued, the Bargaining Unit will be advised of any changes made to the Policy/Procedure and be given an opportunity to provide input to such changes.
- L8.5 Notwithstanding the Progressive Discipline Policy and Procedure, the Board shall consider the issuing of a non-disciplinary Letter of Expectation as an initial redress of the Board's concerns.
- L8.3 L8.6 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. The Board may request an extension to the timelines in writing to the President. Such request will not unreasonably be denied. 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.
- L8.6 L8.7 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. Disciplinary material received by an employee with respect to serious physical or psychological harm to students or other employees of the Board shall remain on the employees file.
- L8.8 The Board shall endeavour to provide a private meeting space for the Union to counsel members prior to and after meetings at the Board office.

#### L10.0 – ACCESS TO MEMBER'S PERSONNEL EMPLOYEE FILE

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

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

#### L12.0 - JOB SECURITY

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, Labour Employee Relations. The Manager, Labour Employee Relations will convene a meeting with representatives from the work site and appropriate administrative staff in order to attempt to alleviate the concern.

#### L13.0 – LABOUR STAFF RELATIONS COMMITTEE

- L13.1 The Bargaining Unit President shall be a member of the **Labour** 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.
- L13.3 A Bargaining Unit **!L**abour staff **rR**elations **cC**ommittee, 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**

#### 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 **Superintendent of Human Resource Services** Director of Education or designate within five (5) working days after receipt of the reply from the designated official.

#### L14.9

- (a) The **Superintendent of Human Resource Services** 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 **Superintendent of Human Resource Services** 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 **Superintendent of Human Resource Services** Director of Education or designate.

#### **Group Grievance**

L14.14 A group grievance shall be filed at Step 1 by the Union to the Manager, **Labour** 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, **Labour** 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 **Superintendent of Human Resource Services** 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 **Superintendent of Human Resource Services** 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 **Superintendent of Human Resource Services** 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 **Superintendent of Human Resource Services** Director of Education or designate.
- L14.21 The President of the Bargaining Unit or designate shall provide a written response to the grievance to the **Superintendent of Human Resource Services** Director of Education within ten (10) working days of the meeting.

#### **L15.0 – BEREAVEMENT LEAVE**

L15.2 For absence occasioned by the death of a **partner** spouse, **child** son, daughter, **parent** mother, father, **sibling** sister or brother of the Member or the Member's **partner** 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 **service** 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 **service** 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 Services 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 **partner'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 **service** 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 **service** 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 **Services** 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 **service** funeral.

#### 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 **partner** spouse, child, step child;
- (iv) to celebrate a recognized religious holy day
- L16.3 The Director of Education or designate-Human Resources may grant a leave of absence to any Member for reasons other than personal illness up to a maximum of three (3) working days in each calendar year without deduction of salary or sick leave. Such leave shall be requested via email by the member to Human Resources. The Board shall respond to all requests for such leave within five (5) working days. In an emergency situation, with notification to the Supervisor, a Member may access the three (3) miscellaneous leave days for a sudden illness of an immediate member of family.

L16.6 The Board shall grant a paid leave of absence with no deduction from sick leave during such period 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.

#### 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 **Staffing and Operations** Employee Relations or designate, in accordance with the conditions set out in this Article. Such approval shall not be unreasonably withheld.

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

#### **L18.0 – UNION LEAVE**

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 replacement cost at the casual daily rate of pay of any Member required by the granting of a leave under clause
- (c) Effective September 1, <del>2015</del> **2020**, the Bargaining Unit shall reimburse the Board an amount equal to eighty-five percent (85%) seventy-five percent (75%) of for the salary/wages that would otherwise be paid by the Board for a Member granted a leave under clause L18.5 (a).
- (d) The Board shall send monthly billings to the Bargaining Unit for all leaves under this article by the fifteenth (15<sup>th</sup>) day of each month for the previous month. The Union will reimburse the Board within thirty (30) days of receiving the billing.

#### L19.0 - PARENTAL PATERNAL LEAVE

L19.1 For absence occasioned by the birth or adoption of a **child** 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**

L20.2 **Subject to Article L45 – Layoff and Recall**, the Board shall not terminate the employment of or lay-off any Member who has been granted a leave of absence under this Article.

L20.6 The pregnancy leave ends:

- (a) The later of **twelve (12)** 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.

L20.8 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 he weekly amount payable by El.
- b) The Board will provide a weekly benefit payable for the two one 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 and additional supplement to be the equivalent of 100% of one week of the member's salary.
- 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) birth parent natural father or mother
  - (b) adoptive parent father or mother
  - (c) any person in a relationship of some permanence with the parent of the child.
- L21.3 **Subject to Article L45 Layoff and Recall**, the Board shall not terminate the employment of or lay off any Member who has been granted a leave of absence under this Article.
- L21.5 For persons not covered under clause L21.4, Parental Leave may begin no more than **seventy-eight (78)** 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.
- L21.9 The Parental Leave ends:
- (i) **sixty-one (61)** thirty-five (35) weeks after it begins if the employee also took a pregnancy leave, or **sixty-three (63)** 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, **subject to Article 45 Lay-Off and Recall.** 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 (b) The Board will provide a payout equivalent to 75% of two weeks of normal weekly earnings provided the member complies with (a) above. The amount will be paid out to the member in such a way that it does not exceed 100% of weekly earnings per week.
- (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**

L22.4 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. Upon return from leave, a Member has the option to enroll back into the benefits plan, in accordance with the Employer Life and Health Trust.

#### L23.0 - EMPLOYEES ON MEDICAL LEAVES OF ABSENCE

#### **EMLPOYEES ON MEDICAL LEAVES OF ABSENCE AND/OR ACCOMODATION**

L23.2 Once the Member exhausts their sick leave, the Member shall be placed on an **unpaid medical** general-leave of absence for a period of two years. (Medical documentation will be required to support this leave for a period of two years).

L23.4 A Member who has been approved for Long Term Disability will be placed on an **unpaid medical** 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 Winter 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 (a) The period of leave shall follow the savings period and be in either the third, fourth of fifth year of the plan.
- (b) A Member shall apply to the Manager of **Labour** 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 Office Administrators/Office Assistants 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.
- L24.5 The salary that is held back, together with interest shall be held in trust by a chartered financial banking institution the Hamilton Teachers' Credit Union.

#### **L27.0 - SICK LEAVE**

- 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. [L27.2 b) moved to L16.0 MISCELLANEOUS LEAVES OF ABSENCE]

#### L28.0 – JOB EXCHANGE PROGRAM

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 **Staffing and Operations or designate** 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 Services 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.
- L28.8 The job exchange arrangement may be terminated within one month of the start of the arrangement by the Manager of **Labour** Employee Relations if either Member proves to be unsatisfactory in the position held during the arrangement. The Manager of **Labour** 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

- L29.4 Members wishing a position sharing assignment shall apply in writing to the Members' immediate Supervisor(s), with a copy to the **Human Resource Staffing Officer or designate 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 **Services** 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.
- L29.8 (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 **Human Resource** Staffing Officer or designate 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 **Labour** Employee Relations **or designate** if either Member proves to be unsatisfactory in the position held under the position sharing arrangement. The Manager of **Labour** Employee Relations **or designate** 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, **Winter Break** Christmas Recess Period and the **Spring** 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 in L30.1** 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 that 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 Services 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 **Services** Department or the appropriate Superintendent, in writing, prior to the scheduled date of transfer.

#### 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 Services Department with a copy to the Union. This application shall be submitted between April 1st and April 1sth 30<sup>th</sup> each year, for consideration for transfer from April 15<sup>th</sup> May 1<sup>st</sup> to the following April 14<sup>th</sup> 30<sup>th</sup>. 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 employee 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 be made available electronically through the HWDSB web portal and** 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
- d) A member who refuses the transfer shall be removed from the transfer list for the remainder of the application year.

#### L32.0 – TEMPORARY ASSIGNMENTS

L32.2

- (a) A temporary assignment which is known in advance and is for four (4) three (3) months up to and including one (1) year or longer, shall be posted in accordance with Article L33.0. 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 All subsequent temporary assignments for three (3) months or longer shall be posted in accordance with Article L33.0.
- (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.
- (b) A temporary assignment for a period of less than three (3) months shall be filled according to article L32.3

#### L32.3

- (a) In accordance Subsequent temporary vacancies as a result of with Article L32.2 (b) 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.
- L32.7 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 their 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 they 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 **posted** temporary assignment must complete the duration of the temporary assignment to the original posted end date. Should the original temporary assignment require an extension, the employee holding this position will be offered the opportunity to remain in this position for the duration of the extension. Should the employee wish to decline the extension, they will return to their permanent position. If the employee is the successful applicant to another permanent position within the Board they may leave their temporary assignment for their new permanent position.

- L32.9 If a casual or temporary employee enters into a temporary assignment that was not posted they shall have the ability at any time to apply to any posted temporary or permanent assignment.
- L32.10 A casual or temporary employee who has been the successful applicant to a posted temporary assignment must complete the duration of the temporary assignment to the original posted end date.
- L32.11 A casual or temporary employee working in a temporary assignment that requires an extension or a reduction in hours will have the opportunity to remain in this position for the duration of the extension or will have the opportunity to decline the extension. The employee must provide ten (10) working days notice to decline the extension.
- L32.12 If a casual or temporary employee currently in a temporary assignment is the successful applicant to a permanent position within the Board the Board shall transfer the successful applicant to the new position as soon as possible, but no later than twenty (20) calendar days of the final selection unless otherwise mutually agreed upon by Human Resource Services and the President of the Bargaining Unit.
- L32.13 As per Articles L32.8 and L32.11 any extensions to a temporary assignment by the employer must be presented to the employee in writing. The employee must accept or decline the extension in writing.

#### 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 electronically via their online job application system through email 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-Winter and March Spring 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.-Job Postings for ten (10) month positions will be posted in the first two (2) weeks of July and the last two (2) weeks of August. Vacancies posted in the first two (2) weeks of July will have interviews occur within five (5) working days from the closing of the posting date. Vacancies posted in the last two (2) weeks of August will have interviews occur within ten (10) working days from the closing of the posting date.

#### 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. with the exception of July postings as stated in L33.1.

L33.XX Effective September 1, 2020, The Board shall provide the successful applicant a written job offer document including information such as but not limited to: work location, start date, job title, grade level, annual salary, grid placement and vacation entitlement within twenty (20) working days of HR being notified of hire into position.

- L33.8 The Board shall notify the Bargaining Unit President, in writing, and post a general notice successful applicants list in the job conference area on First Class HWDSB web portal advising of the names of all successful applicants to posted positions within ten (10) working days of the appointment every second Friday beginning each September regardless if there is an update.
- L33.9 The Board shall transfer the successful applicant to the new position as soon as possible, but no later than within thirty (30) twenty (20) calendar days of the final selection unless otherwise mutually agreed upon by the Supervisor Human Resource Services and the President of the Bargaining Unit.

#### L36.0 – HEALTH AND SAFETY

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 **Manager, Occupational** Health and Safety Officer who shall ensure that all necessary actions are taken to address the concern of the Member.

L36.6 The Board shall provide first aid training to those Members who, on a voluntary basis, wish to obtain such training where a need has been identified by the Principal or building Supervisor. 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.

L36.10 Members shall be provided adequate information and instruction on their right to refuse unsafe work. A member shall have the right to refuse unsafe work without the fear of discipline or discrimination. The Board shall assist the member exercising their right to refuse by providing an appropriate location where the employee feels safe.

L36.11 The Board shall endeavour to notify the President of OCTU of emergencies related to any serious event that jeopardizes the safety of members.

#### L37.0 – HOURS OF WORK

- 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 8:00 am to 5:00 pm
- ii) Secondary Schools at least one secretary OCTU office staff Member will may begin work forty (40) sixty (60) minutes prior to the commencement of the instructional day when deemed necessary. The start time will be mutually agreed upon by the member and the Supervisor.
- 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 7:00am nor shall a Member begin work later than 9:00 a.m.

Each Member working a full day 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.

Notwithstanding the above, a member may choose request to take a thirty (30) minute unpaid lunch break rather than a one (1) hour unpaid lunch break. This decision shall be determined by September 1<sup>st</sup> of each school year to be in place until June 30<sup>th</sup>. The request will be reviewed and final decision determined by the Supervisor. Should the need to modify the lunch break due to personal and/or departmental needs throughout the year occur, this change may be made if mutually agreed upon between the member and the supervisor.

A member working a full day will be scheduled for eight (8) hours if taking a one (1) hour unpaid lunch and paid for seven (7) hours. Alternatively, a member working a full day will be scheduled seven and one half (7 ½) hours if taking a thirty (30) minute unpaid lunch and paid for seven (7) hours.

- b) The scheduled hours of work during July and August, the Christmas Recess Winter Break period and the Mid-Winter Spring 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.
- (i) The hours of work shall be six (6) hours per day commencing no earlier than 7:30 a.m. and ending no earlier than 2:30 p.m. Employee work schedules must be approved by the Supervisor recognizing the operational needs of the school/department.
- (ii) Employees who work twelve (12) months shall have the option of taking a thirty (30) minute, or sixty (60) minute unpaid lunch break, when working a full day during July and August, Winter Break and Spring Break; which shall be scheduled as close as possible to the mid-point of the employees work day.
- (iii) 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 Services Department. Human Resources Services 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.

L37.5

- (a) The hours of work for Members holding the position of sSummer sSchool secretary Office Administrator/Assistant 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 sSummer sSchool secretary Office Administrator/Assistant.
- (c) In addition to the salary/wages paid in 37.5 (b), ten (10) month Members holding the position of **sS**ummer **sS**chool secretary Office Administrator/Assistant shall receive 4% vacation pay on each pay.
- L37.6 A twelve (12) month Member who works as an Elementary School Secretary Office

  Administrator/Office Assistant 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.

#### L38.0 – OVERTIME

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). on the bi-weekly pay closest to the end of the month following the submission for overtime payment within two bi-weekly pay periods following the submission for the overtime payment.
- 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-within two bi-weekly pay periods following the submission for the overtime payment. 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.

#### 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 sSchool secretary Office Administrator/Office Assistant 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 sSchool secretary Office Administrator/Office Assistant may be permitted to work up to a further five (5) days, during the summer break. When worked, normal salary/wages shall be paid.

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

#### **L40.0 – PAID HOLIDAYS**

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

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

**Labour Day** 

#### **L41.0 - PAID VACATIONS**

L41.4 (a) Vacations for twelve (12) month members will normally be taken during the months of July and August but alternate scheduling may be permitted at any time of the year with the approval of the Member's immediate Supervisor. Vacation requests for alternate scheduling shall not be unreasonably be withheld. be reviewed by the Principal/-Supervisor based on considering the operational needs of the school/department-, and shall not be unreasonably 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.
- (b) It is the responsibility of the Supervisor to manage and approve vacation requests.
- (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.
- (c) Upon consultation with the Supervisor, the Member shall submit their vacation requests through the Employee Web Portal.
- (c) (d) 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) (e) The choice of vacation time by seniority referred to in clause L41.4 (b) (e) (d) 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) (f) There will be a minimum of two (2) Members **scheduled** in a Composite Secondary School Office at all times.

#### L41.5

- (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 Winter Break, which will consist of a combination of vacation entitlement and recognized paid holidays.
- (ii) One (1) week's pay during the March Spring break, which will consist of a combination of vacation entitlement and recognized paid holidays.
- (iii) Payment for the Christmas Winter and March Spring 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.
- L41.8 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.

#### L42.0 – TRAVEL ALLOWANCE/MILEAGE REIMBURSEMENTS

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

#### L45.0 – LAYOFF AND 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 Services Department from time to time as to the Member's availability for such work.

## L47.0 - INSURED EMPLOYEE BENEFITS AND LONG TERM DISABILITY INSURED EMPLOYEE BENEFITS AND LONG TERM DISABILITY

47.1 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. Benefits are administered in accordance with the Employee Life and Health Trust as per Central Letter of Agreement

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 fulltime 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.

- (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.

#### L49.0 – PERMANENT EMPLOYEE SENIORITY

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 **Staffing** 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.

#### 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.

L53.1 There will be the equivalent of one workday for joint OSSTF/HWDSB Professional Development activities. The cost of such day will be split between the parties. All members may participate in this day and will be paid according to their regular pay schedule for attending.

Short term casual Members may participate in this PD session. Short term casuals must attend the full session in order to be compensated one (1) full day at the casual rate of pay, should they participate in the required workshops identified by the Board.

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

L53.3 When the Board requires employees to attend in-services whose current role requires them to participate in such sessions the Board shall provide these sessions during regularly scheduled hours of work.

The employer shall endeavour to provide casual coverage for employees in single office administrator schools to attend in-services.

Additionally the Supervisor at a work location with more than one OCTU employee may deem it necessary to approve casual coverage for the employee to attend in-services.

OCTU employees will not be unreasonably denied permission to attend in-services that will allow them to learn a new program/procedure or complete reports for their current position.

#### L54.0 – DURATION OF AGREEMENT

L54.1 (a) This agreement shall be effective on September 1, 2014 2019 and remain in force until the 31st day of August 2017 2022 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.

#### L55.0 - GENERAL

L55.2 Each employee, either active or on leave, shall keep the Human Resources Services Department informed, in writing, of his/her-their current information, including but not limited to address, telephone number, emergency contact information by updating this information on the employee web portal.

#### LXX.x - NEW ARTICLES

#### **ARTICLE X.x - EMPLOYMENT STANDARDS ACT LEAVES OF ABSENCE**

X.x Additional leaves of absences are available to members through the Ontario Employment Standards Act under PART XIV (Leaves of Absence).

Such leaves include, but are not limited to:

- · Child Death Leave
- Crime-Related Child Disappearance Leave
- Critical Illness Leave
- Domestic or Sexual Violence Leave
- Emergency Leave: Declared Emergencies and Infectious Disease Emergencies
- Family Caregiver Leave
- Family Medical Leave
- Family Responsibility Leave
- Organ Donor Leave
- · Reservist Leave

For additional information on these leaves visit https://www.ontario.ca/laws/statute/00e41#BK75

#### ARTICLE X.x – LEAVE FOR ELECTED OFFICE

A member elected to a municipal, provincial, or federal office shall be granted a leave of absence without pay for a period up to nine (9) years. A member elected to such office shall hold the rights to return to the position for which they vacated upon their return if less than two (2) years. A member elected to such office that returns to the bargaining unit after two (2) years shall return to an equivalent position from which they vacated, where such position exists. This leave is subject to all other leave provisions stated under Article L17 – Personal Leave of Absence.

#### **Article X.x – OCTU STAFFING COMMITTEE**

The Board and Union agree to establish an OCTU Staffing Committee, which will annually review the allocation of OCTU staff.

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

The committee shall have up to three (3) representatives from the Union appointed by the Union. They shall provide input to the Superintendent of Human Resource Services or designate on the staffing requirements of OCTU employees.

The Superintendent of Human Resource Services or designate will provide decisions made by Executive Council regarding OCTU staffing deployment to the OCTU Bargaining Unit President prior to implementation

#### ARTICLE X.x - REQUEST FOR INDEPENDENT MEDICAL EXAMINATION (IME)

(Being added to Article L23.0 - EMLPOYEES ON MEDICAL LEAVES OF ABSENCE AND/OR ACCOMODATION)

- X.1 The Board and the Union are committed to a consistent and equitable approach to meeting the needs of employees who require accommodation, by treating such employees with dignity and respect and restoring them to meaningful available or suitable work. As per the Ontario Human Rights Code, the Board, the Union and the employee recognize their obligation to cooperate and participate in the process. As such, the Board and the Union shall establish a standard process to develop individual accommodation plans. The parties agree to abide by their obligation under any applicable legislation including, but not limited to the Ontario Human Rights Commission (OHRC), Municipal Freedom of Information and Protection of Privacy (MFIPPA), Accessibility for Ontarians with Disabilities Act (AODA) and the Board's Accommodation of staff policy/procedure.
- X.2 The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop work plans for each member requiring an accommodation. Such cooperative efforts shall involve an Employer representative, a Union representative and the member requiring work accommodation. Should a member indicate they do not want union 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.
- X.3 Prior to an independent medical examination (IME) being performed, consultation with the Union shall occur. Upon confirmation, that the member has reviewed the IME with their medical practitioner, the Board will provide a copy of the IME to the member, upon request.

#### **ARTICLE X.x - ATTENDANCE MANAGEMENT POLICIES / PROGRAMS**

X.1

Absences related to Employment Standards Act, Collective Agreement leave entitlements, or absences related to approved medical documentation of supported disability from a medical professional will not be included in the Employee Support and Attendance Program.

X.2 The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop work plans for each member requiring an accommodation. Such cooperative efforts shall involve an Employer representative, a Union representative and the member requiring work accommodation. Should a member indicate they do not want union 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.

#### **X.3**

Any member required to attend a meeting with Human Resource Services to discuss attendance, shall be accompanied by a representative of the union at any meeting which may lead to discipline. Should a member indicate they do not want union 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.

#### PART B: LOCAL TABLE (LETTERS OF AGREEMENT)

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

(Being moved into Article L23.0 - EMLPOYEES ON MEDICAL LEAVES OF ABSENCE AND/OR ACCOMODATION)

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 **Employee Support and Wellness Department.** Coordinator Disability Management, the Return to Work Coordinator or designates.

### 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 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.

#### LETTER OF AGREEMENT

Re: Student Supervision by OCTU Staff

The Board and the Union agree to release a joint memo annually each September regarding student supervision by OCTU staff. This letter shall be reviewed and agreed to by both parties annually before distribution.

#### LETTER OF AGREEMENT

Re: Electronic Overtime Process
The parties agree to the following:

- An electronic timesheet process will be created for the tracking of overtime and lieu time incurred by OCTU employees;
- 2. The Board will meet with the Union to discuss the creation and implementation of an electronic timesheet. The Union will be provided with opportunity to provide input into the creation of the timesheet;
- 3. The parties will meet no later than October 1, 2020 with an implementation date of January 1, 2021.
- 4. Any extensions to the timelines will be mutually agreed upon by both parties.

#### LETTER OF AGREEMENT

Re: Local Schedule B

The Board agrees to maintain and update Local Schedule B as required through the Job Evaluation process. Any changes made to Local Schedule B will be shared with the Union.

#### LETTER OF AGREEMENT

Re: OCTU Casual Coverage for HWDSB In-services

The parties agree to the following: A communication will be sent out annually to all Supervisors that School/Department Budgets may be used for OCTU casual coverage. The communication will include the daily rate for OCTU casual coverage.

#### LETTER OF AGREEMENT

Re: OCTU SCHOOL OFFICE STAFF REPLACEMENT

School based office staff will be replaced in the following manner:

Elementary Office Staff – Replacement coverage is provided on the first (1st) day of absence

Secondary Office Staff – Replacement coverage is provided on the fourth (4<sup>th</sup>) day of absence. Based on operational needs, replacement coverage may occur prior to the 4<sup>th</sup> day of absence.

#### PART B: LOCAL TABLE (SCHEDULES & APPENDICIES)

#### **SCHEDULE "A" - SALARY AND GRADE LEVELS**

LA.1 (a)

(i) Effective September 1, <del>2014</del> **2019** to August 31, <del>2016</del> **2020**, **twelve (12) month Members** shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	<del>\$32,212</del>	<del>\$33,290</del>	<del>\$34,368</del>	<del>\$35,446</del>	
	\$34,364	\$35,514	\$36,665	\$37,814	
3	<del>\$32,984</del>	<del>\$34,065</del>	<del>\$35,145</del>	<del>\$36,224</del>	
	\$35,187	\$36,342	\$37,494	\$38,644	
4	<del>\$34,144</del>	\$35,222	<del>\$36,303</del>	<del>\$37,384</del>	
	\$36,424	\$37,677	\$38,729	\$39,881	
5	<del>\$35,327</del>	<del>\$36,405</del>	<del>\$37,485</del>	<del>\$38,564</del>	
	\$37,687	\$38,837	\$39,989	\$41,140	
6	<del>\$38,564</del>	\$39,11 <del>7</del>	<del>\$40,332</del>	<del>\$41,545</del>	
	\$40,435	\$41,731	\$43,027	\$44,321	
7	<del>\$40,512</del>	<del>\$41,726</del>	<del>\$42,942</del>	<del>\$44,155</del>	
	\$43,219	\$44,513	\$45,811	\$47,105	
8	<del>\$43,158</del>	<del>\$44,372</del>	<del>\$45,588</del>	<del>\$46,799</del>	
	\$46,042	\$47,337	\$48,634	\$49,925	
9	<del>\$47,200</del>	<del>\$48,412</del>	\$49,627	<del>\$50,842</del>	
	\$50,353	\$51,646	\$52,942	\$54,238	
10	<del>\$52,603</del>	<del>\$53,820</del>	\$ <del>55,031</del>	<del>\$56,243</del>	
	\$56,117	\$57,416	\$58,707	\$60,000	
11	<del>\$56,595</del>	<del>\$57,942</del>	<del>\$59,292</del>	\$ <del>59,292</del>	\$ <del>61,990</del>
	\$60,376	\$61,182	\$63,253	\$64,692	\$66,132
12	<del>\$62,343</del>	\$ <del>63,690</del>	\$ <del>65,038</del>	\$ <del>66,386</del>	\$ <del>67,735</del>
	\$66,508	\$67,946	\$69,382	\$70,821	\$72,259
13	<del>\$69,968</del>	<del>\$71,315</del>	<del>\$72,667</del>	<del>\$74,014</del>	<del>\$75,362</del>
	\$74,642	\$76,079	\$77,522	\$78,959	\$80,398

(ii) Effective September 1, 2014 2019 to August 31, 2016 2020, ten (10) month Members shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	<del>\$26,843</del>	<del>\$27,742</del>	<del>\$28,640</del>	<del>\$29,538</del>	
	\$28,637	\$29,595	\$30,554	\$31,512	
3	<del>\$27,487</del>	<del>\$28,388</del>	<del>\$29,288</del>	\$ <del>30,187</del>	
	\$29,323	\$30,285	\$31,245	\$32,203	

Subject to Liiois	una Omissions				
4	<del>\$28,453</del>	<del>\$29,352</del>	<del>\$30,253</del>	<del>\$31,153</del>	
	\$30,353	\$31,389	\$32,274	\$33,234	
5	<del>\$29,439</del>	<del>\$30,338</del>	<del>\$31,238</del>	<del>\$32,137</del>	
	\$31,406	\$32,364	\$33,324	\$34,284	
6	<del>\$31,587</del>	<del>\$32,598</del>	<del>\$33,610</del>	<del>\$34,621</del>	
	\$33,696	\$34,776	\$35,856	\$36,934	
7	<del>\$33,760</del>	<del>\$34,772</del>	<del>\$35,785</del>	<del>\$36,796</del>	
	\$36,016	\$37,094	\$38,175	\$39,254	
8	\$35,965	<del>\$36,977</del>	\$37,990	\$38,999	
	\$38,368	\$39,447	\$40,528	\$41,604	
9	<del>\$39,333</del>	<del>\$40,343</del>	<del>\$41,356</del>	<del>\$42,368</del>	
	\$41,960	\$43,039	\$44,118	\$45,198	
10	<del>\$43,836</del>	<del>\$44,850</del>	<del>\$45,859</del>	\$4 <del>6,869</del>	
	\$46,674	\$47,847	\$48,923	\$50,000	
11	\$4 <del>7,163</del>	<del>\$48,285</del>	\$4 <del>9,410</del>	<del>\$50,534</del>	<del>\$51,658</del>
	\$50,313	\$51,510	\$52,711	\$53,910	\$55,110
12	\$ <del>51,953</del>	<del>\$53,075</del>	\$ <del>54,198</del>	<del>\$55,322</del>	<del>\$56,446</del>
	\$55,423	\$56,621	\$57,818	\$59,018	\$60,216
13	\$ <del>58,307</del>	<del>\$59,429</del>	<del>\$60,556</del>	\$ <del>61,678</del>	\$ <del>62,802</del>
	\$62,202	\$63,399	\$64,601	\$65,799	\$66,998

<sup>\*10</sup> month grids do not include any days worked in August

# (iii) Effective September 1, 2019 to August 31, 2020 Long Term Casuals and Temporary Members shall be paid in accordance with the following grid:

Grade	Hourly Rate
2	\$18.88
3	\$19.33
4	\$20.01
5	\$20.71
6	\$22.22
7	\$23.75
8	\$25.30
9	\$27.67
10	\$30.83
11	\$33.17
12	\$36.54
13	\$41.01

NOTE: The grids in (a) (i), (ii) and (iii) above represent a 1.0% increase as per the Central Agreement M.O.S. dated April 20, 2020 between the Council of Trustees' Association, and the Ontario Secondary School Teachers Federation and the Crown.

(b)

(i) Effective September 1, 2016 2020 to August 31, 2021 twelve (12) month Members shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	<del>\$32,534</del>	<del>\$33,623</del>	<del>\$34,712</del>	<del>\$35,800</del>	
	\$34,708	\$35,869	\$37,032	\$38,193	
3	<del>\$33,314</del>	<del>\$34,406</del>	<del>\$35,496</del>	\$ <del>36,586</del>	
	\$35,539	\$36,705	\$37,869	\$39,030	
4	<del>\$34,485</del>	\$35,574	<del>\$36,666</del>	<del>\$37,758</del>	
	\$36,788	\$38,044	\$39,116	\$40,280	
5	<del>\$35,680</del>	\$ <del>36,769</del>	<del>\$37,860</del>	\$38,950	
	\$38,064	\$39,225	\$40,389	\$41,552	
6	\$38,283	<del>\$39,508</del>	<del>\$40,735</del>	<del>\$41,960</del>	
	\$40,840	\$42,149	\$43,457	\$44,764	
7	<del>\$40,917</del>	<del>\$42,143</del>	<del>\$43,371</del>	<del>\$44,597</del>	
	\$43,651	\$44,958	\$46,269	\$47,576	
8	\$43,590	<del>\$44,816</del>	<del>\$46,044</del>	<del>\$47,267</del>	
	\$46,502	\$57,810	\$49,120	\$50,425	
9	<del>\$47,672</del>	<del>\$48,896</del>	\$ <del>50,123</del>	\$ <del>51,350</del>	
	\$50,856	\$52,163	\$53,472	\$54,780	
10	\$ <del>53,129</del>	<del>\$54,358</del>	\$55,581	\$ <del>56,805</del>	
	\$56,678	\$57,991	\$59,294	\$60,600	
11	\$ <del>57,161</del>	<del>\$58,521</del>	\$59,885	\$ <del>61,247</del>	\$ <del>62,610</del>
	\$60,980	\$62,430	\$63,886	\$65,338	\$66,793
12	<del>\$62,966</del>	<del>\$64,327</del>	<del>\$65,688</del>	\$ <del>67,050</del>	<del>\$68,412</del>
	\$67,173	\$68,625	\$70,076	\$72,529	\$ <b>72,982</b>
13	<del>\$70,668</del>	<del>\$72,028</del>	<del>\$73,394</del>	<del>\$74,754</del>	<del>\$76,116</del>
	\$75,389	\$76,840	\$78,297	\$ <b>79,748</b>	\$81,202

(ii) Effective September 1, <del>2016</del> **2020 to August 31, 2021 ten (10) month Members** shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	<del>\$27,112</del>	<del>\$28,019</del>	<del>\$28,926</del>	<del>\$29,834</del>	
	\$28,923	\$29,891	\$30,860	\$ <b>31,827</b>	
3	<del>\$27,762</del>	<del>\$28,671</del>	<del>\$29,580</del>	<del>\$30,489</del>	
	\$29,616	\$30,588	\$31,558	\$32,525	

una Omissions				
<del>\$28,738</del>	<del>\$29,645</del>	<del>\$30,555</del>	<del>\$31,465</del>	
\$30,657	\$31,703	\$32,597	\$33,566	
<del>\$29,734</del>	\$ <del>30,641</del>	<del>\$31,550</del>	<del>\$32,458</del>	
\$31,720	\$32,689	\$33,657	\$34,626	
<del>\$31,903</del>	<del>\$32,923</del>	<del>\$33,946</del>	\$34,967	
\$34,033	\$35,124	\$36,214	\$37,303	
\$34,098	\$35,119	<del>\$36,143</del>	\$ <del>37,164</del>	
\$36,376	\$37,465	\$38,557	\$39,647	
<del>\$36,325</del>	<del>\$37,346</del>	<del>\$38,370</del>	<del>\$39,389</del>	
\$38,752	\$39,842	\$40,933	\$42,020	
<del>\$39,727</del>	<del>\$40,747</del>	<del>\$41,769</del>	<del>\$42,792</del>	
\$42,380	\$43,469	\$44,560	\$45,650	
<del>\$44,274</del>	\$45,299	<del>\$46,318</del>	<del>\$47,338</del>	
\$47,231	\$48,826	\$49,412	\$50,500	
<del>\$47,634</del>	<del>\$48,768</del>	\$49,904	<del>\$51,040</del>	\$ <del>52,175</del>
\$50,816	\$52,025	\$53,238	\$54,449	\$55,561
<del>\$52,472</del>	\$ <del>53,606</del>	<del>\$54,740</del>	<del>\$55,875</del>	<del>\$57,010</del>
\$55,987	\$57,188	\$58,396	\$59,608	\$60,818
\$ <del>58,890</del>	\$ <del>60,023</del>	\$ <del>61,161</del>	\$ <del>62,295</del>	\$ <del>63,430</del>
\$62,824	\$64,033	\$65,247	\$66,457	\$67,668
	\$28,738 \$30,657 \$29,734 \$31,720 \$31,903 \$34,033 \$34,098 \$36,376 \$36,325 \$38,752 \$39,727 \$42,380 \$44,274 \$47,231 \$47,634 \$50,816 \$52,472 \$55,987	\$28,738 \$30,657 \$31,703 \$29,734 \$31,720 \$32,689 \$31,903 \$34,033 \$35,124 \$34,098 \$36,376 \$37,465 \$36,325 \$38,752 \$39,842 \$39,727 \$40,747 \$42,380 \$43,469 \$44,274 \$45,299 \$47,231 \$48,826 \$47,634 \$50,816 \$52,025 \$52,472 \$53,606 \$55,987 \$57,188	\$28,738 \$30,657 \$31,703 \$32,597 \$29,734 \$31,720 \$32,689 \$33,657 \$31,903 \$32,923 \$34,033 \$35,124 \$36,214 \$34,098 \$35,119 \$36,143 \$36,376 \$37,465 \$38,557 \$36,325 \$37,346 \$38,752 \$39,842 \$40,933 \$39,727 \$40,747 \$41,769 \$42,380 \$43,469 \$44,560 \$44,274 \$45,299 \$46,318 \$47,231 \$48,826 \$49,412 \$47,634 \$50,816 \$52,025 \$53,238 \$52,472 \$53,606 \$54,740 \$55,987 \$57,188 \$58,396	\$28,738

<sup>\*10</sup> month grids do not include any days worked in August

# (iii) Effective September 1, 2020 to August 31, 2021 Long Term Casuals and Temporary Members shall be paid in accordance with the following grid:

Grade	Hourly Rate
2	\$19.07
3	\$19.53
4	\$20.21
5	\$20.91
6	\$22.44
7	\$23.98
8	\$25.55
9	\$27.94
10	\$31.14
11	\$33.51
12	\$36.71
13	\$41.42

NOTE: The grids in (b) (i), and (ii) and (iii) above represent a 1.0% increase as per the Central Agreement M.O.S. dated November 27, 2015 April 20, 2020 between the Council of Trustees' Association, and the Ontario Secondary School Teachers Federation and the Crown.

(c)

(i) Effective February September 1, 2017 2021 to August 31, 2022 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	<del>\$32,697</del>	\$ <del>33,791</del>	<del>\$34,885</del>	<del>\$35,979</del>	
	\$35,055	\$36,227	\$37,402	\$38,574	
3	<del>\$33,480</del>	\$34,578	<del>\$35,674</del>	\$36,769	
	\$35,895	\$37,072	\$38,248	\$39,420	
4	<del>\$34,658</del>	\$35,752	<del>\$36,849</del>	<del>\$37,947</del>	
	\$37,156	\$38,424	\$39,507	\$40,683	
5	<del>\$35,859</del>	<del>\$36,953</del>	<del>\$38,049</del>	<del>\$39,144</del>	
	\$38,445	\$39,617	\$40,793	\$41,967	
6	<del>\$38,474</del>	<del>\$39,706</del>	<del>\$40,939</del>	<del>\$42,170</del>	
	\$41,248	\$42,570	\$43,892	\$45,212	
7	<del>\$41,122</del>	<del>\$42,354</del>	<del>\$43,588</del>	<del>\$44,820</del>	
	\$44,088	\$45,407	\$46,731	\$48,052	
8	\$43,808	\$45,040	<del>\$45,040</del>	\$ <del>47,503</del>	
	\$46,967	\$48,288	\$49,611	\$50,929	
9	\$47,910	\$4 <del>9,141</del>	<del>\$50,374</del>	\$ <del>51,607</del>	
	\$51,365	\$52,684	\$54,006	\$55,328	
10	\$53,395	<del>\$54,630</del>	\$55,859	\$ <del>57,089</del>	
	\$57,245	\$58,571	\$59,887	\$61,206	
11	<del>\$57,447</del>	<del>\$58,814</del>	<del>\$60,184</del>	<del>\$61,554</del>	<del>\$62,923</del>
	\$61,589	\$63,054	\$64,525	\$65,992	\$67,461
12	<del>\$63,281</del>	<del>\$64,649</del>	<del>\$66,017</del>	\$ <del>67,385</del>	<del>\$68,754</del>
	\$67,844	\$69,311	\$70,077	\$72,245	\$73,712
13	<del>\$71,021</del>	<del>\$72,388</del>	<del>\$73,761</del>	<del>\$75,128</del>	<del>\$76,496</del>
	\$76,142	\$77,609	\$79,080	\$80,546	\$82,014

(ii) Effective February September 1, 2017 2021 to August 31, 2022 ten (10) month Members shall be paid in accordance with the following grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	<del>\$27,247</del>	<del>\$28,159</del>	<del>\$29,071</del>	<del>\$29,983</del>	
	\$29,212	\$30,190	\$31,168	\$32,145	
3	<del>\$27,900</del>	<del>\$28,815</del>	<del>\$28,815</del>	<del>\$30,641</del>	
	\$29,912	\$30,894	\$31,871	\$32,850	

una Omissions				
<del>\$28,882</del>	<del>\$29,793</del>	<del>\$30,708</del>	<del>\$31,622</del>	
\$30,963	\$32,020	\$32,923	\$33,903	
<del>\$29,882</del>	<del>\$30,794</del>	<del>\$31,708</del>	<del>\$32,620</del>	
\$32,037	\$33,014	\$33,994	\$34,973	
<del>\$32,062</del>	<del>\$33,088</del>	<del>\$34,116</del>	<del>\$35,142</del>	
\$34,373	\$35,475	\$36,577	\$37,676	
<del>\$34,268</del>	\$35,295	<del>\$36,324</del>	\$ <del>37,350</del>	
\$36,740	\$37,840	\$38,943	\$40,044	
<del>\$36,506</del>	<del>\$37,533</del>	<del>\$38,562</del>	<del>\$39,586</del>	
\$39,139	\$40,240	\$41,343	\$42,441	
\$39,925	<del>\$40,951</del>	<del>\$41,978</del>	\$ <del>43,006</del>	
\$42,804	\$43,904	\$45,005	\$46,107	
<del>\$44,496</del>	<del>\$45,525</del>	<del>\$46,549</del>	\$ <del>47,575</del>	
\$47,704	\$48,809	\$49,906	\$51,005	
<del>\$47,872</del>	<del>\$49,012</del>	<del>\$50,154</del>	\$ <del>51,295</del>	<del>\$52,436</del>
\$51.324	\$52.545	\$53,771	\$54,996	\$56,218
<del>\$52,734</del>	<del>\$53,874</del>	<del>\$55,014</del>	<del>\$56,154</del>	\$ <del>57,295</del>
\$56,537	\$57,760	\$58,980	\$60,204	\$61,427
<del>\$59,184</del>	<del>\$60,324</del>	<del>\$61,467</del>	\$ <del>62,607</del>	\$ <del>63,747</del>
\$63,452	\$64,674	\$65,900	\$67,122	\$68,345
	\$28,882 \$30,963 \$29,882 \$32,037 \$32,062 \$34,373 \$34,268 \$36,740 \$36,506 \$39,139 \$39,925 \$42,804 \$44,496 \$47,704 \$47,704 \$47,872 \$51.324 \$52,734 \$56,537 \$59,184	\$28,882 \$30,963 \$32,020 \$29,882 \$30,794 \$32,062 \$33,088 \$34,373 \$35,475 \$34,268 \$35,295 \$36,740 \$37,840 \$36,506 \$37,533 \$39,139 \$40,240 \$39,925 \$40,951 \$42,804 \$44,496 \$44,496 \$47,704 \$48,809 \$47,872 \$51,324 \$52,734 \$53,874 \$56,537 \$59,184	\$28,882 \$29,793 \$30,708 \$30,963 \$32,020 \$32,923 \$29,882 \$30,794 \$31,708 \$32,037 \$33,014 \$33,994 \$32,062 \$33,088 \$34,116 \$34,373 \$35,475 \$36,577 \$34,268 \$35,295 \$36,324 \$36,740 \$37,840 \$38,943 \$36,506 \$37,533 \$38,562 \$39,139 \$40,240 \$41,343 \$39,925 \$40,951 \$41,978 \$42,804 \$43,904 \$45,005 \$44,496 \$45,525 \$46,549 \$47,704 \$48,809 \$49,906 \$47,872 \$49,012 \$50,154 \$51,324 \$52,545 \$53,771 \$52,734 \$53,874 \$55,014 \$56,537 \$57,760 \$58,980 \$59,184 \$60,324 \$61,467	\$28,882 \$29,793 \$30,708 \$31,622 \$30,963 \$32,020 \$32,923 \$33,903 \$29,882 \$30,794 \$31,708 \$32,620 \$32,037 \$33,014 \$33,994 \$34,973 \$32,062 \$33,088 \$34,116 \$35,142 \$34,373 \$35,475 \$36,577 \$37,676 \$34,268 \$35,295 \$36,324 \$37,350 \$36,740 \$37,840 \$38,943 \$40,044 \$36,506 \$37,533 \$40,240 \$41,343 \$42,441 \$39,925 \$40,951 \$41,978 \$43,006 \$42,804 \$43,904 \$45,005 \$46,107 \$44,496 \$45,525 \$46,549 \$47,575 \$47,704 \$48,809 \$49,906 \$51,005 \$47,872 \$49,012 \$50,154 \$51,295 \$51,324 \$52,545 \$53,771 \$54,996 \$52,734 \$53,874 \$55,014 \$56,154 \$56,537 \$57,760 \$58,980 \$60,204 \$59,184 \$60,324 \$61,467 \$62,607

<sup>\*10</sup> month grids do not include any days worked in August

# (iii) Effective September 1, 2021 to August 31, 2022 Long Term Casuals and Temporary Members shall be paid in accordance with the following grid:

Grade	Hourly Rate
2	\$19.26
3	\$19.72
4	\$20.42
5	\$21.12
6	\$22.66
7	\$24.22
8	\$25.81
9	\$28.22
10	\$31.45
11	\$33.84
12	\$37.28
13	\$41.84

NOTE: The grids in (c) (i), and (ii) and (iii) above represent a 0.5% 1.0% increase as per the Central Agreement M.O.S. dated November 27, 2015 April 20, 2020 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.12 Summer School Secretaries Office Administrator/Assistant 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 Office Administrator/Assistant shall receive four per cent (4%) vacation pay.

LA.13 A permanent member working in a temporary position at a higher grade level shall move on the grid according to their anniversary date in the temporary position.

#### SCHEDULE "B" - JOB TITLES, AND GRADES AND JOB EVALUATION NUMBER

Grade 4	
LLRC, Library Clerk	Mailroom Administrator
Media Library Clerk	Printing Clerk
100 Discovery Center Clerk	187 Science Dispensary Technician

Grade 5	
<b>164</b> Secondary School Office Assistant	<b>254 Elementary</b> Strings Program Administrator
Student Services Clerk	133 Systems Generalist, Ed Centre

Grade 6	
Accommodation & Boundaries Assistant	243 Facilities-Management Operations Clerk-
	Energy/Environment
Accommodation & Planning Assistant	Health and Safety Assistant
199 Accounts Payable Clerk	LLRC, Office Assistant
245 Equity Admissions Office Program Assistant	Program Assistant
233 Assessment Centre, Office Assistant -	Student Services Assistant
Welcome Center	
255 Community and Continuing Education Office	Transportation Assistant
Assistant	
238 Customer Service Admin/Help Desk –	WSIB Clerk / HR Greeter
Facilities Management	
242 Enrolment Assistant Facilities Management	
Clerk – Facilities Maintenance Services Clerk	

Grade 7	
21st Century Fluencies Office Assistant	230 Computer Operator Continuing Education,
,	Student Data Administrator
<b>241</b> Administrative Assistant to the Manager of	247 Early Child Development Years Social Work
Caretaking Services Facilities Management	Mental Health Assistant
3 · · · · · · · · · · · · · · · · · · ·	
122 Administrative Assistant to the Managers of	<b>121</b> Elementary School, Office Assistant
Computer Services IIT	
Administrative Assistant to the Manager of	174 Facilities Rentals Administrator – Facilities
<del>Finance</del>	Management
Administrative Assistant to the Manager of	Health and Safety Assistant
Capital Projects	
Administrative Assistant to the Manager	219 Help Desk Administrator
Maintenance/Energy	
Alternative Education, Office Administrator	<b>251</b> Office Assistant to Principal of Equity
	International Education - Welcome Centre
Assistant to the Manager Communication	191 Payroll Clerk Administrator
Services	
Assistant to the Manager Communication	Program Assistant (Experiential learning)
Services	
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	124 Secondary School Student Data
	Administrator
Athletics Assistant	103 Sick Leave Employee Support Wellness
	Administrator
<b>180</b> Business Communications Assistant	220 SFX Administrator
Capital and Grants Assistant	232 Staff-Professional Development Assistant
130 Care, Treatment, and Corrections Program	155 Secondary School Student Services Office
Assistant	Administrator
228 Community and Continuing Education	Vocational School, Office Assistant
Financial Assistant Finance and Student Data	
Administrator	
150 Assistant to Principals and Managers -	108 Administrative Assistant K-12 Learning
Specialized Services	Services
260 Office Assistant to Principal of	270 Foundation Assistant
Organizational Leadership - Equity	
264 Administrative Assistant to Manager -	
Research and Analytics	

Grade 8	
236 Alternative Education Systems Program	271 Library Learning Commons Technician, LLRC
Office Administrator	School Support
<b>200</b> Benefits Administrator	145 Learning Commons Library Technician,
	Secondary School
235 Budget/Enrolment Analyst Assistant	111 Purchasing Assistant
<b>229</b> Continuing Education Office Administrator	184 Senior Accounts Payable Clerk
Elementary School, Office Administrator	Stage Technician
Human Resources Assistant	176 Student Services Department Administrator
	Administrative Assistant K-12 System Principal
188 Intermediate Accountant Accounting Analyst	107 Transportation Officer
Kit Services Coordinator	166 Secondary School Accounts Administrator
265 Occupational Health & Safety	266 Access Control Technician
Administrator	

Grade 9	
246 Accommodation and Planning Coordinator	Print and Mail Coordinator
<b>250</b> Buyer	Program Research Assistant
LLRC Coordinator	<b>182</b> Student Developmental Specialist
183 Multi Media Technician	218 Training and Support Coordinator
210 Pensions Administrator	147 Elementary School, Office Administrator
206 Senior Learning Commons Technician	267 Learning Commons Coordinator, Discovery
Virtual Resources	Centre
268 Print Room and Discovery Centre	
Coordinator	

Grade 10	
Accounting Analyst	128 School Budget/Funds Support
<b>240</b> Athletics Assistant Convenor	<b>157</b> Secondary School, Office Administrator
102 Computer Technician	<b>156</b> Systems Library Technician
169 Facilities Services Technician	Vocational School, Office Administrator
Health & Safety Technician	248 Web/Graphic Technician Designer
178 Facilities Regulated Substance Technician	269 Blended and eLearning Management
	System Technical Support
262 Special Equipment Computer (SEA)	
Technician IIT	

Grade 11	
<b>159</b> Computer Technician, Project Coordinator	<b>141</b> Senior Buyer

Corporate Systems Administrator	231 Web Master
Corporate Network Coordinator	

Grade 12	
Athletics Coordinator	

Grade 13	
Program Research Analyst	239 Systems Research Statistician Research
	Officer
272 Research Specialist	

### SCHEDULE "C" - TEMPORARY AND CASUAL MEMBERS CASUAL, LONG TERM CASUAL AND TEMPORARY MEMBERS

#### C.1 **DEFINITIONS**

- (a) "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.
- (b) "Long Term Casual" means a Member of the bargaining unit hired for a continuous period of employment of ten (10) days to a period of up to one (1) year in the same assignment to replace a Member absent, or on leave of absence. A long term casual shall be paid at the LTO rate based on the grade level of the position for which they are holding.
- (c) "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 C.2 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
September 1, 2019	\$16.37 per hour
September 1, 2020	\$16.53 per hour
September 1, 2021	\$16.70 per hour

C.4 C.3 A Temporary Employee shall move on the grid according to time in the position.

C.5 C.4 In addition to the amounts received under clauses C.3 C.2 to C.5 C.4 inclusive, a Casual, Long Term Casual, or Temporary Member shall receive four per cent (4%) of the salary/wages received as vacation pay.

C.5 Part-time Casual, Long Term Casual, or Temporary Members shall have the amounts received under clauses C.3 C.2 to C.6 C.5 paid in the same proportion that the part-time assignment bears to a full-time assignment in the same position.

#### C.7 C.6

- (a) A full-time Casual, Long Term 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, Long Term 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 C.6, 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- C.7 The Board shall reimburse, at the Board's current rate per kilometre, each Casual, Long Term 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, Long Term Casual or Temporary Member is replacing normally receives the allowance.

#### C.9 C.8

- (a) A Temporary or **Long Term Casual** 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 or **Long Term Casual** Employee **Member** shall move to the next step level on the grid in accordance with Schedule "A".
- C.10 C.9 In addition to the amount received under Clause C.9 C.8, a Temporary or Long Term Casual 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 enrols in the Benefits provided under Article L47, the Temporary Member is no longer eligible for the payment under clause C.7 (a).
- C10. As of the ratification of the OSSTF Central Agreement dated May 16, 2020 long term casual and temporary members shall be eligible for insured employee benefits as per MEMORANDUM OF UNDERSTANDING #3 (RE: Benefits for Long-Term Assignment Employees). If the Temporary Member enrols in the Benefits provided under Article L47, the Temporary Member is no longer eligible for the payment under clause C.7 6(a).

#### C.12 C.11

(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 C.12 A Casual, Long Term Casual or Temporary Member who works the scheduled day before and the scheduled day or after a recognized paid holiday as in Article L40, shall be paid for the recognized paid holiday.
- C.14 C.13 Night School Secretaries Office Administrators/Assistants shall be the minimum of a Grade 7. In addition to the above rate, a Night School Secretaries Office Administrators/Assistants shall receive four per cent (4%) vacation pay.

#### TEMPORARY AND CASUAL SERVICE LIST

#### CASUAL, LONG TERM CASUAL AND TEMPORARY SERVICE LIST

#### C.15 C.14

- (a) As of December 31, 1997 service for <del>Temporary and Casual</del> **Casual, Long Term Casual and Temporary** 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 Casual, Long Term Casual and Temporary 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, Long Term Casual and Temporary 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 C.15 (a) The Board shall establish a service list for Temporary and Casual, Long Term Casual and Temporary 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 Members Casual, Long Term Casual and Temporary service list, all ties shall be broken through a system of lot mutually agreed to by the Board and the Union.
- C.17 C.16 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 122	Extended Darent

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 (El Sub Plan)

### C.17 The following Articles of this Collective Agreement do not apply to **Long Term Casual and** 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 (El Sub Plan)