

SOURCE	Pd. Educ		
EXP.	92	01	01
TERM.	94	08	31
No. OF EMPLOYEES	13		
NON-FULL TIME EMPLOYEES	07		

**COLLECTIVE AGREEMENT**

*BETWEEN*

**THE LEEDS AND GRENVILLE  
COUNTY BOARD OF EDUCATION**

*(hereinafter referred to as "the Employer")*

*AND*

**THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION**

*(hereinafter referred to as "the Union")*

*REPRESENTING*

**PROFESSIONAL STUDENT  
SERVICES PERSONNEL**

*(hereinafter referred to as "the Branch")*

January 1, 1992 to August 31, 1994



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## ARTICLE I - PURPOSE

It is the purpose of the parties to this agreement to set forth certain terms and conditions of employment, together with salaries and benefits, which govern the Professional Student Services Personnel employed by The Leeds and Grenville County Board of Education, and to promote harmonious relations between the parties.

## ARTICLE II - RECOGNITION AND DEFINITIONS

- 2.01** The Employer recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent for all Professional Student Services Personnel employed by it.
- 2.02** The Employer and the Union agree to recognize District #37, OSSTF, hereinafter referred to as "the District" and the Professional Student Services Personnel Branch of District #37, hereinafter referred to as "the Branch" for the purpose of administration of this collective agreement.
- 2.03** (a) Professional Student Services Personnel are all employees of the Employer in the Professional Student Services group save and except Superintendents, persons above the rank of Superintendent, Plant, Business and Personnel staff and employees in other bargaining units for which any trade Union holds bargaining rights.
- (b) In the event that a new position is created by the Employer which is to be included within the bargaining unit, the Employer shall inform the Union in writing prior to filling the position. The classification and salary range for any such position shall be established by the Employer subject to the right of the Union to file a grievance if it disagrees with such classification or salary range.
- 2.04** (a) A full-time employee is one who is regularly scheduled to work at least **thirty-five (35)** hours a week.
- (b) A part-time employee is one who is regularly scheduled to work seventeen point five (17.5) hours a week or more, but less than **thirty-five (35)** hours a week.
- 2.05** (a) A person employed as a replacement for an employee who is absent from duty on account of illness or any authorized leave of less than six (6) months duration shall not be included within the provisions of this agreement.
- (b) A person employed to perform a temporary assignment to be completed within six (6) months of its commencement shall not be included within the provisions of this agreement.
- (c) Notwithstanding (a) and (b) hereof, it is understood that a temporary employee will be paid during the term of the assignment in accordance with the salary rates established for the particular job classification within this agreement and will otherwise be entitled to and bound by the terms of work and working conditions herein set forth save and except Article IV, VIII, XII, XIII and sub-articles 10.01 (b) to 10.10 inclusive of Article X.

## **ARTICLE II - RECOGNITION AND DEFINITIONS** (continued)

2.05 (continued)

- (d) In the event that a temporary employee should be retained by the employer in the same job classification without interruption of continuous **service**, such employee's seniority and credit for experience shall be computed from the date of hire as a temporary employee.

## **ARTICLE III - TERM OF AGREEMENT**

3.01 This agreement shall come into force and take effect as of January 1, 1992 and shall remain in full force and effect until August 31, 1994 and from year to year thereafter, unless either party notifies the other party in writing at least ninety (90) calendar days prior to the expiry date of this agreement as to its desire to renew this agreement with or without modifications, or to make a new collective agreement.

### 3.02 Revisions during Term

Amendments (deletions, additions or substitutions) to the clauses defined herein shall be made during the term of this agreement only by mutual consent in writing of the parties to this agreement. The parties agree to meet within **twenty (20)** days of receipt of notification from either party to discuss any proposed amendments.

### 3.03 Strikes and Lockouts

The Employer and the Union agree that there shall be no strike or lockout, as defined by The Ontario Labour Relations Act, during the term of this Agreement.

## **ARTICLE IV - UNION MEMBERSHIP AND DUES**

4.01 Professional Student Services Personnel employed by the Employer on or after the effective date of this agreement shall, as a condition of employment, maintain membership in the Union and shall pay dues to the Union in accordance with the provisions of this agreement. All new Professional Student **Services** Personnel shall, as a condition of employment, join the Union within thirty (30) calendar days of employment.

4.02 The Union shall be notified of all appointments, hiring, increases or decreases in hours of work, changes in classifications of employees, terminations, resignations, retirements, transfers, lay-offs and recalls of employees covered by this agreement. Such notices shall be in writing and provided by the end of the month in which any such action occurs.

4.03 (a) On each pay date on which an employee receives a pay cheque, the Employer shall deduct any dues or assessments levied by the Union in accordance with its constitution provided the Union shall have given written indication to the Employer prior to any such deduction of the amount or method of calculation of such dues or assessments.

- (b) Any amounts deducted in accordance with Article 4.03(a) above shall be remitted by the Employer within thirty (30) calendar days to the treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3.

**ICLE IV - UNION MEMBERSHIP AND DUES** (continued)

- 4.04 The employer agrees to deduct from each pay for each employee the amount of the local levy as determined from time to time by the Branch. The amounts collected within each calendar month shall be remitted to the Treasurer, District #37, within thirty (30) days of the end of the month in which deductions are collected.
- 4.05 The Union shall indemnify and save the Employer harmless from any and all claims, demands, actions, liability, loss, damages, costs and expenses which the Employer may hereafter incur, suffer or be required to pay as a result of having made such deductions.
- 4.06 At each work place, the Employer shall make available bulletin board space for the posting of notices relevant to the Professional Student Services employees.

**ARTICLE V - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary functions of management and to direct the affairs of the Employer in all aspects. The Employer agrees that none of its functions will be exercised contrary to the provisions of this collective agreement.
- 5.02 The provisions of Article 5.01 shall not preclude representations and consultations between the parties concerning matters not contained in this collective agreement.
- The Employer agrees to consult with the Union in advance with regard to any changes which may affect the structure or relationships of the job classifications within the bargaining unit.
- 5.03 No employee who has successfully completed the probationary period shall be disciplined, demoted, suspended with or without pay or discharged without just cause given in writing.
- 5.04 Employees shall have the right to access their own personnel records at reasonable times and under proper supervision. Where information contained within the personnel record is mutually agreed to be inaccurate, the appropriate correction shall be made.
- 5.05 The Employer agrees that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of Union membership or lawful Union activity.
- 5.06 All correspondence between the parties arising out of this collective agreement or incidental thereto, shall pass to and from the appropriate Superintendent and the President of the Branch with a copy to the President of the District.
- 5.07 Each employee who is covered by this agreement agrees to permit the Employer to provide to the Union or to an authorized Union representative any and all personal information concerning any such employee which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever, subject only to the obligations of both parties to abide by the provisions of the Freedom of Information and Protection of Privacy Act.

## ARTICLE VI - IMPLEMENTATION AND SALARIES

- 6.01 Annual salaries shall be determined according to Schedule "A" attached hereto and forming part of this agreement. For all purposes in this agreement "salary" shall be defined to be the total amount as determined by this schedule, **pro-rated** for part-time employees.
- 6.02 A part-time employee shall be paid **all** salary, allowances and benefits, **pro-rated** in the same ratio as the part-time employment bears to full-time employment.
- 6.03 **All** employees shall be paid **bi-weekly** throughout the year. Alternative payment plans may be **considered**, at the Employer's discretion, if requested by an individual employee.
- 6.04 No Professional Student Services employee shall be newly hired in a **salary** range higher than that being paid to an incumbent employee in the same job classification.
- 6.05 (a) The Employer shall have sole prerogative to establish the starting rate for a newly hired employee within the salary range established for the classification of that employee.
- (b) Unless the Employer decides against it, an annual increment shall be granted on the first day of January **in** each year to each employee until **the** maximum of that employee's salary range has been reached.
- In the event that an employee is not granted an annual increment, that employee shall be informed in writing of the reason for withholding the increment. The employee may grieve the decision of the Employer to withhold an annual increment.
- (c) No employee shall be entitled to an increment during the probationary period.

## ARTICLE VII - HOURS OF WORK AND WORKING YEAR

- 7.01 (a) The schedule of work and the work week shall be as set down by the Employer from **time-to-time** with a maximum of **thirty-five (35)** hours per week.
- (b) The normal working day shall consist of seven (**7**) hours, between the hours of **8:00 a.m.** and **5:00 p.m.** Other arrangements may be made with the consent of the appropriate Superintendent.
- (c) Where the appropriate Superintendent has previously authorized in writing hours of work in excess of **thirty-five (35)** hours in a week, the employee shall be paid an amount calculated at the rate of one and one-half (**1 ½**) times the regular salary of that employee converted into an hourly rate per diem for each hour so worked.
- (d) Subject to written **notice** on or before the first working day of a work year, at the option of **the** employee, previously authorized hours of work in excess of **thirty-five (35)** hours per week **may** be accumulated at regular straight time rates per hour to a maximum of **thirty-five (35)** hours per working year and compensatory time off work may be taken after the end of the **school** year in **one** working year and before Labour Day in the succeeding working year. Authorization for such overtime shall not unreasonably be refused.

**ARTICLE VII - HOURS OF WORK AND WORKING YEAR** (continued)

- 7.02 (a) The working year for employees in the job classification of Supervisor of Extended Education shall be twelve (12) months.
- (b) The working year for employees in the Child and Youth Worker and Paraprofessional job classifications shall commence on the Monday prior to Labour Day in each year and shall end on the last day of the school year. Within the work year as herein defined, such employees will be expected to provide up to **thirty-five** (35) hours of additional service at the principals's discretion outside of the regular working day for such purposes as parent interviews, attendance at staff meetings and other work related activities. These hours, up to a maximum of **thirty-five** (35) hours in the work year, shall not result in any additional compensation either at regular or overtime rates.
- (c) The working year for employees in all other job classifications shall commence on the Monday prior to Labour Day and shall extend to the inclusion of the fifth (5th) working day following the last day of the school year.
- (d) In the event that an employee is required by the Employer to work on an unpaid holiday or weekend, the Employer shall pay that employee one and one-half (**1 ½**) times the regular salary (converted into an hourly rate per diem) for authorized time worked on **such** day.

**ARTICLE VIII - BENEFITS**

- 8.01 (a) Every employee covered by this agreement shall have the right to participate in the benefit plans described in this article in accordance with the terms described therein. Each employee shall notify the Employer in writing of those benefit plans in which the employee wishes to participate and of any changes in existing participation.

8.02 **Extended Health Care and Semi-Private Hospital Coverage**

Ninety percent (90%) of the premiums for the Confederation Life Insurance Company extended health care and semi-private hospital plans (or equivalent coverages) **are to be** paid by the Employer and ten percent (10%) **by** the employee as a deduction from salary payments.

8.03 **Life Insurance**

One hundred (100%) percent of the premium shall be paid by the Employer to insure the life of each employee in an amount equal to twice the employee's salary, rounded to the nearest \$1000 in accordance with the terms of the policy issued by Confederation Life Insurance Company (or equivalent coverage). Additionally, each employee shall have the option of obtaining an additional amount of insurance not exceeding \$100,000 at the expense of the employee with the Employer deducting the premiums from salary and remitting them as permitted by the terms of the policy.

**ARTICLE VIII - BENEFITS** (continued)

**8.04** Long Term Disability

Subject to the eligibility requirements of the policy with respect to each employee, Confederation Life Insurance Company long term disability plan or equivalent coverage shall be made available to all **employees** covered by this agreement. One hundred (100%) percent of the premium shall be paid by the employee, with the Employer remitting the premium to the company.

Subject to the approval of the carrier of the long term disability **insurance** plan, **an** employee who is on a leave of absence **from** the Employer and becomes disabled shall receive benefits based on:

- (a) in the case of an employee on an unpaid leave of absence, the salary the employee was receiving immediately prior to taking the leave, **and**
- (b) in the case of an employee on a paid leave of absence, or a self-funded leave of absence, the salary the employee would be entitled to if **he/she** had been continuously at work.

On return from long term disability, an employee shall be reinstated in a position occupied before **the leave**, or, with the mutual consent of the Employer and the employee, to a similar position.

**8.05** Dental Plan

Ninety percent (90%) of the premium for the Blue Cross Dental Plan **7** Riders **1, 2, 3** and **4** (or equivalent coverage) is to be paid by **the** Employer and ten percent (10%) is to be paid by the employee. The 1990 ODA schedule of fees shall apply.

**8.06** Vision Care

Effective on the first day of the month that is at least thirty (**30**) days following ratification of this agreement, ninety percent (90%) of the premium for Confederation Life Insurance Company vision care plan (or Equivalent coverage) is to be paid by the employer and ten percent (10%) of the premium is to be paid by the employee as a deduction from salary. The plan shall provide a benefit level based on a two hundred dollar (\$200) maximum payment for each person covered in any twenty-four (**24**) consecutive month period.

**8.07** The Employer shall provide to the Executive of the Branch full disclosure and all information regarding the benefit plans outlined.

**8.08** (a) An employee who is qualified to do so may belong to and make contributions to the Teachers' Pension Plan.



CL **LE VIII - BENEFITS** (continued)

8.08 (b) The Employer agrees to make the required contributions for properly enrolled employees in the Ontario Municipal Employees' Retirement System (O.M.E.R.S.), for all employees who are regularly scheduled to work seventeen point five (17.5) hours or more per week, subject to the requirements of O.M.E.R.S.

**ARTICLE IX - PAID HOLIDAYS AND VACATIONS**

9.01 (a) The following holidays, regardless of when they fall, shall be granted with pay to all employees:

- |   |  |
|---|--|
| Labour Day  | Thanksgiving Day                               |
| Christmas Day   | Boxing Day                                     |
| New Year's Day  | Good Friday                                    |
| Easter Monday   | Victoria Day                                   |
| Canada Day  | Civic Holiday <i>(12 month employees only)</i> |
| Float Day <i>(date as determined by the appropriate Superintendent in consultation with the employee)</i> |  |

The Float Day may be taken at any time during the working year of the employee. If, at the end of a working year, an employee has not taken the Float Day holiday, then that employee shall be reimbursed by the Employer at the rate normally paid for a working day for that employee.

(b) Provided an employee is scheduled to work on such day, the last one half day (3.5 hours) on the day of Christmas Eve and the day of New Year's Eve shall be granted as holidays with pay.

(c) When a holiday with pay as described in (a) hereof falls upon a day which is not a scheduled working day, the Employer, after consultation with all affected employee groups, shall designate another day as the day on which the holiday will be taken.

(d) The rate of pay on paid holidays shall be the amount an employee would have received had he/she worked the normally scheduled hours of a working day for that employee.

(e) In order to be entitled to a holiday with pay, the employee must have worked the full working day of that employee immediately preceding the holiday and immediately following the holiday. An employee who is absent on either or both of the qualifying days shall still be entitled to be paid for the holiday provided such absence has been authorized by the Employer.

**ARTICLE IX - PAID HOLIDAYS AND VACATIONS** (continued)

9.02 Twelve-Month Employees

- (a) Employees who are scheduled to work on a twelve month working year shall be entitled to a vacation with pay on completion of the following years of credited, full-time, active and continuous service in the vacation year (July 1 - June 30).

Credited Service	Entitlement in Days
Start to three (3) years	15 days
Four (4) years	16 days
Five (5) years	17 days
Six (6) years	18 days
Seven (7) years	19 days
Eight (8) years	20 days
Thirteen (13) years	22 days
Eighteen (18) years	25 days
Twenty-one (21) years	26 days
Twenty-two (22) years	27 days
Twenty-three (23) years	28 days
Twenty-four (24) years	29 days
Twenty-five (25) years	30 days

- (b) When a holiday with pay falls or is observed within an employee's vacation period, such day shall not be considered as a day of vacation.
- (c) Unless otherwise accounted for to the satisfaction of the Employer, an employee who is not scheduled to work during the Christmas and Winter Break periods may use any days within those periods which are not holidays with pay as vacation days to be charged against that employee's total entitlement.
- (d) Subject to the prior written approval of the appropriate Superintendent, an employee may defer up to five (5) days of vacation entitlement for use in the subsequent vacation year.

**ICLE IX - PAID HOLIDAYS AND VACATIONS** (continued)

9.03 Other Employees

- (a) Employees who are scheduled to work in accordance with Article **7.02(b)&(c)** hereof shall receive in each pay period an amount in satisfaction of vacation pay in lieu of vacation entitlement in accordance with the following schedule:

<b>Credited Service</b>	<b>VACATION PAY (Calculated on Gross earnings per pay period)</b>
Start to three (3) years	6.0%
Four (4) years	6.4%
Five (5) years	6.8%
Six (6) years	7.2%
Seven (7) years	7.6%
Eight (8) years	8.0%
Thirteen (13) years	8.8%
Eighteen (18) years	10.0%
Twenty-one (21) years	10.4%
Twenty-two (22) years	10.8%
Twenty-three (23) years	11.2%
Twenty-four (24) years	11.6%
Twenty-five (25) years	12.0%

- (b) Those days during Christmas and winter school break periods which are not scheduled working days or days on which the holiday with pay provisions are applicable are unpaid days.

**ARTICLE X - LEAVES OF ABSENCE**

10.01 Sick Leave

- (a) Employees shall be granted two (2) days of sick leave credit for each month of full-time service with the Employer. For part-time employees, sick leave shall be **pro-rated** on the basis of regular hours worked per week in relation to **thirty-five (35)** hours. (Note: A **twenty-five (25)** hour employee shall be credited with two (2) days of five (5) hours each.)

On the commencement of employment, a newly hired employee **will** be credited with (2) days of sick leave entitlement and thereafter additional sick leave shall be granted at the conclusion of each subsequent month of service.

- (b) The unused portion of sick leave may be accumulated up to two hundred and fifty (250) days [seven (7) hour days]. A record of each employee's accumulated sick leave shall be kept by the Employer and shall be notated in terms of full seven (7) hour days.

**ARTICLE X - LEAVES OF ABSENCE** (continued)

10.01 **Sick Leave** (continued)

- (c) An employee shall receive pay for absence due to illness up to the number of days of accumulated sick leave credit. Employees may be required to provide proof of illness for any absence in the form of a certificate from a duly qualified medical practitioner. In all cases of illness of more than five (5) days, a medical certificate shall be required before returning to work.
- (d) An employee who is absent due to an illness or injury which is compensable by the Workers' Compensation Board shall be entitled to supplement such compensation up to the full salary of the employee, provided that such supplementary payments will be charged *pro-rata* against the accumulated sick leave credits of the employee and will only be paid as long as there are unused sick leave credits.

10.02 **Sick Leave Gratuity**

- (a) An employee who retires on immediate pension effective as of the date of retirement, or who retires on the advice of a qualified medical practitioner, shall be entitled to be paid a gratuity equal to the value of one half ( $\frac{1}{2}$ ) the number of days of accumulated sick leave standing to the employee's credit. This gratuity shall not exceed one half ( $\frac{1}{2}$ ) of the employee's annual salary at the time of retirement.
- (b) No employee hired on or after December 11, 1989, shall be entitled to use or apply accumulated sick leave credits for the purposes of retirement gratuity.

10.03 **Professional Development Allowances**

Where the Employer requests that an employee take a course, all expenses, including registration, transportation, accommodation if necessary and meals while taking the course, shall be paid by the employer. The employee is required to show evidence of the successful completion of the course. Where the course is delivered during normal working hours of the employee, there shall be no loss of pay.

The Employer will continue its commitment to the provision and funding of professional development opportunities for its employees.

10.04 All employees shall be entitled to **leaves** of absence without deduction of salary or sick leave credits under the following circumstances and subject to the approval of the appropriate Superintendent as to the extent of the leave required by the circumstances:

- (a) up to five (5) consecutive working days in the event of the death of the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent or former guardian.
- (b) up to five (5) consecutive working days due to the serious illness of the employee's spouse, child or parent.

FILE X - LEAVES OF ABSENCE (continued)

10.04 (continued)

- (c) jury duty, quarantine, or subpoena to a court provided the employee shall pay to the Employer any fees received for such attendances.
- (d) up to two (2) days for the purpose of writing examinations relevant to the employee's profession, subject to the approval of the appropriate Superintendent.

10.05 An employee may be granted a special leave of absence without deduction of salary or sick leave credits for reasons other than illness at the discretion of the Director or designate.

10.06 Each employee is entitled to one (1) personal leave day per year. An employee shall give at least twenty-four (24) hours notice to the appropriate Superintendent before taking such leave.

10.07 When in the opinion of the employee it is considered hazardous to travel, then the employee shall be excused from work as long as the hazard exists. If the appropriate Superintendent disputes that a hazard existed, then the employee shall have one (1) day deducted from the employee's sick leave credit for each day of such absence.

10.08 (a) At bargaining meetings held with the Employer, the Union shall be represented by a negotiating team which includes up to five (5) employees. No deduction from salary or sick leave credits shall be made for such meetings held during regular working hours. At such meetings, the Union shall have the right to have the assistance of other representatives of the Ontario Secondary School Teachers' Federation.

- (b) Members of the Branch Executive or their designates shall, upon written request by the Branch President, be granted leave for Union business on the following terms:
  - i) Such leave shall not exceed an aggregate of five (5) working days in any one year for the bargaining unit.
  - ii) The Union shall reimburse the Employer in full for the salary and benefits of the employee for the time on leave.
  - iii) The timing of the leave shall be subject to the approval of the appropriate Superintendent.

Absences occasioned by meetings or hearings convened by a conciliator, mediator or arbitrator shall not be charged against these days nor shall absences for the purposes of attending meetings of joint Employer-Employee committees held during the working day.

**ARTICLE X - LEAVES OF ABSENCE** (continued)

**10.09 Pregnancy, Adoption and Parental Leave**

- (a) Pregnancy, adoption and parental leave shall be granted to an employee in accordance with the Employment Standards Act. (An excerpt of the provisions of that Act relating to such leaves of absence is attached as Schedule "B" to this agreement for reference). A maximum of seventeen (17) weeks of any such leave or combination of such leaves shall be credited for purposes of experience for salary, vacation, seniority and sick leave accumulation entitlement.

At the request of the employee, the Employer agrees to grant additional leave, up to a maximum of eight (8) additional weeks of extended pregnancy, adoption or parental leave, on the same terms and conditions as in the Employment Standards Act, in situations where the total leave would thereby accommodate or coincide with the normal working year of the employee or would best integrate with the school year (e.g. one semester or term).

- (b) On written request, an employee shall be granted an extended parental leave of absence to a maximum of one (1) year without pay or benefits. An employee on an extended parental leave shall provide the Employer with at least three (3) weeks notice in writing prior to returning to duty.
- (c) Subject to the lay-off provisions of this agreement, an employee returning to duty within twelve (12) months shall be placed in her original position.
- (d) Upon written request of the employee, the Employer shall continue coverage of the employee's benefits during an extended parental leave at the employee's sole expense.
- (e) Adoption leave shall be available to an employee on the same terms and conditions as those applicable to pregnancy leave.

**10.10 Supplement Unemployment B PI** (SUB plan)

Subject to approval by the Canada Employment and Immigration Commission, a SUB plan shall be provided to cover unemployment caused by pregnancy or adoption in accordance with the following provisions:

- (a) An employee on pregnancy or adoption leave who is in receipt of unemployment insurance benefits pursuant to the Unemployment Insurance Act 1971 shall be paid a supplemental benefit. This benefit will be equivalent to the difference between seventy-five percent (75%) of the regular weekly earnings of the employee and the amount of the weekly Unemployment insurance benefit, provided that in no event shall such supplemental benefit exceed seventy-five dollars (\$75) per week and provided further that no such benefit shall be paid for any period during which no regular earnings would have been earned.
- (b) Subject to the limitation of a maximum of seventy-five (\$75) per week, such payment shall be made during the unemployment insurance waiting period and each consecutive week thereafter to a maximum of seventeen (17) weeks in total.

**ARTICLE X - LEAVES OF ABSENCE** (continued)

10.10 (continued)

- (c) The employee shall provide to the Employer, copies of the unemployment insurance cheque stubs as proof of entitlement to unemployment insurance pregnancy or adoption benefits.
- (d) The Employer shall proceed forthwith to submit the SUB plan to the Canada Employment and Immigration Commission for its approval.

10.11 **Other Leaves of Absence**

- (a) In addition to the various types of leaves described herein, the Employer, at its discretion, may grant other leaves. Examples are extended parental leave, education leave, leave with salary holdback, medical leave and special leave. Other reasons for discretionary leaves will be considered as required.
- (b) Requests for such leaves must be received by the Co-ordinator - Negotiations and Legal Services at least three (3) months prior to the commencement of the leave. In exceptional circumstances, this notification period may be waived.
- (c) The length of the leave shall not exceed two (2) consecutive years. An employee granted such leave shall be returned to a similar position to that held at the commencement of the leave, subject to the seniority and lay-off provisions hereof.
- (d) The leave shall be without salary, benefits or accumulation of sick leave credits. On written request of the employee, the Employer agrees to continue benefit coverage at the employee's sole expense, subject to the terms of the respective benefit plans.
- (e) Seniority shall accrue for the duration of the leave subject to the limitations of Article XIII hereof.
- (f) Three (3) months notice of intent to return from leave shall be given by the employee in writing to the Co-ordinator - Negotiations and Legal Services.
- (g) The denial of any discretionary leave request shall not be the subject matter of a grievance.

10.12 **Paternity Leave**

An employee shall be entitled to a leave of absence with pay of one (1) day on the day of the birth of his child if he were scheduled for duty on that day.

**ARTICLE XI - WORKING CONDITIONS**

- 11.01 Employees who are required to travel on Employer business shall be paid at the rate per kilometre applicable from time-to-time in accordance with the policy of the Employer.

**ARTICLE XI - WORKING CO** (continued)

- 11.02 The Employer shall provide and pay for appropriate errors and omissions liability insurance for its employees for acts or omissions of the employees during the course of employment.
- 11.03 Each **employee** shall be allocated one (1) hour free for lunch each day and two (2) fifteen (15) minute coffee breaks each working day.
- 11.04 Maximum Caseloads

The Employer and the Union shall form a task force with **equal** representation from each party. The purpose of this task force shall be to examine caseloads for **the** job classifications covered by this collective agreement and to make recommendations, **if** considered appropriate. The task force shall make its report to **the** respective **parties** on or before December **31, 1994**.

**ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURES**

12.01 Definitions

- (a) A grievance shall **be** defined as a claim arising from the interpretation, application, administration or alleged violation of the agreement.
- (b) An individual grievance is one lodged on behalf an individual.
- (c) A group grievance is one lodged on behalf of more than one individual, arising out of the **same** circumstances and affecting the individuals in a similar way.
- (d) A policy grievance is one lodged on an issue which affects the interest of the Union or the Employer as a whole and which could not be lodged by an individual **or** a group. Such grievance shall be processed in accordance with Article **12.03** hereof.

12.02 Individual and Group Grievance Procedure

- (a) An employee having a difficulty shall confer with the appropriate Superintendent in an attempt to settle the matter informally, within ten **(10)** days after the difficulty occurred or the employee became **aware** or should reasonably have become aware of the difficulty. If the matter **has** not been resolved within ten **(10)** days following conferring with the Superintendent, the following shall apply:
- (b) The Union may, with the written authorization of the member concerned, within five **(5)** days following the expiry of the time limits in **12.02(a)** submit a grievance in writing to the Director, who shall respond to **the** grievance in writing within ten **(10)** days following the receipt of it.
- (c) In the case of a group grievance, the Union may, with the written authorization of the **members** concerned, within fifteen **(15)** days following the date it became aware or should have become aware of the matter, submit a grievance in writing to the Co-ordinator - Negotiations and Legal Services who shall respond to the grievance in writing within ten **(10)** days following receipt of it.



**ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURES** (continued)

12.02 (continued)

- (d) If the reply of the Director or the Co-ordinator - Negotiations and Legal Services, as the case may be, is not acceptable to the Union, it may make written request within five (5) days to the Secretary of the Board for a meeting of the grievance committee of the Employer. The meeting is to take place within ten (10) days of the receipt of the request. The grievance committee of the Union and the individual member concerned shall have the right to be in attendance at this meeting. The Union shall be notified in writing of the answer of the Grievance Committee of the Employer within two (2) days following the Board meeting at which the report of the Board Grievance Committee is considered. The Board shall consider the report either at its next meeting or the one following.
- (e) If the reply of the grievance committee of the Board is unacceptable to the Union, it may then initiate the arbitration procedure in accordance with Article 12.05 within ten (10) days of the receipt of the reply.

12.03 policy Grievance

- (a) A policy grievance shall be filed by one of the parties to this agreement within fifteen (15) days after a difficulty occurred, or the party should reasonably have become aware of a difficulty. The Branch President or Director has ten (10) days to reply.
- (b) If the reply of the President of the Branch or Director of Education, as the case may be, is not acceptable to the party making the grievance, that party may make written request within five (5) days of the Director of Education or the President of the Branch, as the case may be, for a meeting with the grievance committee of the other party. The meeting is to take place within ten (10) days of the receipt of the request. The grievance committee of the party making the grievance shall be in attendance at this meeting. The party making the grievance shall be notified in writing of the answer of the grievance committee of the other party within two (2) days following the Board meeting at which the report of the Board Grievance Committee is considered or the Branch Executive meeting at which the report of the Union Grievance Committee is considered.
- (c) If the written reply of the grievance committee is not satisfactory to the party lodging the grievance, the aggrieved party may apply for arbitration within ten (10) days of receipt of the reply.

12.04 All grievances lodged pursuant to this agreement shall contain

- (a) a brief statement of the facts giving rise to the grievance, and
- (b) all of the provisions of the collective agreement which have been allegedly violated, misapplied, misinterpreted or wrongly administered, and
- (c) the relief sought.

**XII - GRIEVANCE AND ARBITRATION** (continued)

**12.05** Arbitration

- (a) Following notification of the intention to process the grievance to arbitration, the parties to the collective agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.

Within a further ten (10) days, the nominees shall either select a mutually agreed upon chairperson or apply for the appointment of a chairperson for the arbitration board under the Labour Relations Act.

- (b) The sole arbitrator or arbitration board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the arbitration board.
- (c) The jurisdiction of the sole arbitrator or arbitration board shall be limited to the request for remedy in the grievance, the terms of the agreement and relevant legislation in Ontario. The sole arbitrator or arbitration board shall not, by the decision made, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator or arbitration board's decision shall be final and binding upon the parties.
- (d) The costs of the sole arbitrator or chairperson of the arbitration board, including remuneration and expenses, shall be shared equally by the two parties.

**12.06** If any time-line is not met by one of the parties, then the grievance shall be deemed settled in favour of the other party. Time limits may be extended by mutual consent in writing of both parties to the grievance.

**12.07** Should the investigation or processing of a grievance require that an employee, grievor and/or grievance officer of the Union be released from their duties, such release shall be granted with pay.

**12.08** Documents, communications and records dealing with the grievance shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Employer rescinds the action that led to the grievance.

**12.09** At any stage of the grievance-arbitration process, an employee shall have the right to be accompanied by and have the advice of a Union representative.

**ARTICLE XIII - SENIORITY AND LAY-OFF**

**13.01** (a) Seniority for all Professional Student Services Personnel is defined as the number of years of continuous service with The Leeds and Grenville County Board of Education from the most recent date of hire.

(b) Seniority shall be used as a factor in lay-off and recall.

**CLE XIII - SENIORITY AND LAY-OFF** (continued)

- 13.02 (a) Employees who work a full work year as defined in Article 7.02 shall be credited with a full year of seniority for each completed work year. Unpaid time off on an authorized leave of absence shall not be deemed an interruption of continuous service.
- (b) Employees who are part-time, or who work **for less** than a full work year, shall have seniority pro-rated according to the portion of a full work year that they are employed.
- (c) Employees on leaves other than maternity-adoption leaves may accumulate up to two (2) years of seniority while on leave in any five (5) year period. Employees on maternity-adoption leaves shall accumulate seniority for the full amount of such leaves. In any case, an employee granted a leave of absence shall not be deemed to have interrupted continuous service with the Employer.
- (d) Employees on lay-off shall not be deemed to have interrupted continuous service during the period of lay-off but seniority shall not accumulate.
- 13.03 (a) Newly hired employees shall be on probation **for** the first four (4) months of employment. During this time they shall have no seniority rights. After successful completion of the probationary period, an employee shall be deemed a permanent employee and seniority shall be effective from the original date of employment.
- (b) During the probationary period, the performance of the employee shall be evaluated by the appropriate superintendent or designate. A probationary employee who completes the probationary period without having been evaluated shall be deemed to have completed the probation period successfully.
- 13.04 By January 31 of each year, the Manager of Human Resources shall provide a seniority list to the Union. The Branch President shall have twenty (20) days to raise any objections to the list. At the end of that time, if there are no objections, the list shall be accepted as final and complete.
- 13.05 An employee shall lose all seniority and have employment terminated if the employee
- (a) resigns, or
- (b) is discharged for just cause and not reinstated, or
- (c) is laid-off and not recalled within one (1) year, or
- (d) is recalled according to the procedures of Article 13.07 and fails to return to work unless through illness or other just cause, or
- (e) accepts permanent full-time employment with another Employer.

ARTICLE XIII - SENIORITY AND LAY-OFF (continued)

- 13.06 (a)** It is the intent of the Employer not to lay-off any Professional Student Services employees. Nevertheless in the event of reorganization of the delivery of educational services, declining enrolment, the closing of facilities, the return to work of employees on leave or the termination of a program that leads to the need for lay-offs, the following procedures are set down to identify those employees who may become surplus to the needs of the system and to provide a mechanism for recall. Consistent with maintaining the highest level of educational services, the Employer and the Union are desirous of providing each employee full consideration and fair application of the process.
- (b)** Any employee **who** is to be **laid-off** must be given at **least** one **(1)** month's notice in writing by the Employer. If **less** than one (1) month's notice is given, the Employer shall **pay** the employee four **(4)** **weeks** pay in lieu of notice.
- (c)** **If** an employee in **any job** classification is to **be laid-off**, the person **laid-off** shall be the person in that job classification with the least seniority. Where a tie must be broken, it shall be by lot.
- (d)** No employee shall be **laid-off** as a result of contracting out of work normally assigned to a **job** classification in Schedule "A".
- (e)** If an employee's assigned time is reduced (**eg.** from full-time to half-time) then the employee shall be deemed to be **laid-off** for the reduced portion. **Employees** whose assigned time is be reduced shall be chosen on the same basis as in Article **13.06(c)**.

Partially **laid-off** employees shall have the **same** rights of recall as fully **laid-off** employees including the right to apply for a full-time vacancy.

- 13.07 (a)** An employee who is **laid-off** may choose to be placed on the recall list. Employees who are on the recall list shall be maintained on that list until they are recalled or until one **(1)** year after the date of placement on the list.
- (b)** Employees on the recall list shall be recalled in the reverse order of their lay-off, subject to the following provisions:
- i) the employee shall keep the Employer informed of any change of address and any change in qualifications,
  - ii) the Employer shall notify an employee by registered mail of recall to a position with the Employer. The employee has five **(5)** working days following the mailing of the notice to notify the Employer of acceptance of the position.
- (c)** No vacancy shall be filled from outside the jurisdiction while there are Professional Student Services Personnel on lay-off who are qualified for the position.

**ARTICLE XIV - JOB POSTING**

- 14.01** When a position within the bargaining unit is declared vacant by the Employer or a new position within the bargaining unit is created by it, a notice of vacancy shall be posted in each work location. Such notice shall describe briefly the nature of the assignment and the required qualifications necessary to perform it. A copy of such notice **shall** be provided to the Branch President.
- 14.02** No position as defined in Article 14.01 shall be filled until at least five (5) working days after the posting of the notice.
- 14.03** Where an employee temporarily replaces another employee who is on a leave for a specific term, then at the end of that term the **replacing** employee shall be returned to **the** position formally held subject to the employee's right to apply for another position.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

Signed this 30 day of June, 1993.

THE LEEDS AND GRENVILLE COUNTY BOARD  
OF EDUCATION  
per

THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION DISTRICT #37  
per

Mark F. Danah  
Chairperson

Kelley McKenzie  
President,  
Professional Student Services Personnel Branch

Frank Knull  
Secretary

Bruce McLeod  
Chief Negotiator

Nancy Lou Southern  
President, OSSTF District #37

SCHEDULE "A" - SALARIES

JANUARY 1, 1992 - AUGUST 31, 1994								
	EFF. DATE	0	1	2	3	4	5	6
Psychologist	92/1/1	49102	51310	53523	55733	57948	60120	62291
	93/1/1	49593	51823	54058	56290	58527	60721	62914
	94/1/1	50089	52341	54599	56853	59112	61328	63543
Supervisor - Extended Education	92/1/1	43965	45427	46850	48271	49691		
	93/1/1	44405	45881	47319	48754	50188		
	94/1/1	44849	46340	47792	49242	50690		
Speech Pathologist	92/1/1	34122	35318	36553	37833	39155	40525	41943
	93/1/1	34463	35671	36919	38211	39547	40930	42362
	94/1/1	34808	36028	37288	38593	39942	41339	42786
Psychometrist	92/1/1	32270	33560	34904	36299	37752		
	93/1/1	32593	33896	35253	36662	38130		
	94/1/1	32919	34235	35606	37029	38511		
Attendance/Family Support Worker	92/1/1	25899	27254	28570	29888	31205	32522	33795
	93/1/1	26158	27527	28856	30187	31517	32847	34133
	94/1/1	26420	27802	29145	30489	31832	33175	34474
Child and Youth Workers	92/1/1	22797	24151	25467	26785	28102	29419	30692
	93/1/1	23025	24393	25722	27053	28383	29713	30999
	94/1/1	23255	24637	25979	27324	28667	30010	31309
Paraprofessional/ Speech Therapy Assistant	92/1/1	18643	20276					
	93/1/1	18829	20479					
	94/1/1	19017	20684					

NOTE:

1. The above amounts are receivable for the working year of the job classifications.
2. All job classifications will have a working year of 10.5 months except Supervisor of Extended Education.
3. Attendance Counsellors/FSW will be placed within the indicated salary range effective as of the date on which certification as a School Attendance Counsellor was obtained from the Ministry of Education.

**SCHEDULE "B" - PREGNANCY AND PARENTAL LEAVE**

Bill 14

1990

An Act to amend the  
Employment Standards Act  
with respect to Pregnancy and Parental Leave

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The heading preceding section 35 of the *Employment Standards Act* is repealed and the following substituted:

PREGNANCY AND PARENTAL LEAVE

2. Sections 35, 36, 37 and 38 of the Act are repealed and the following substituted:

35. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

"parental leave" means a leave of absence under subsection 38a (1);

"pregnancy leave" means a leave of absence under subsection 36 (1).

36.—(1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

(3) The employer must give the employee,

- (a) at least two weeks written notice of the date the leave is to begin; and
- (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

37.—(1) Subsection 36 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

(2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,

- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally qualified medical practitioner that,
  - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
  - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

38.—(1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began,

(2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.



## **SCHEDULE "B" - Pregnancy and Parental Leave (continued)**

**38a.--(1)** An employee who has been employed by his or her employer for ~~a~~ least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,

- (a) the birth of the child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

**38b.--(1)** Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

(2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

(3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within 2 weeks after the employee stops working.

**38c.** Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

**38d.--(1)** An employee who has given notice to begin pregnancy leave or parental leave may change the notice.

- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier day; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

(2) An employee who has given notice to end leave may change the notice,

- (a) to an earlier date if the employee gives the employer ~~a~~ least four weeks written notice before the earlier day; or
- (b) to a later day if the employee gives the employer at least four weeks written notice before the date leave was to end.

**38e.--(1)** During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

(3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

(4) Seniority continues to accrue during pregnancy leave or parental leave.

**38f.--(1)** The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

**SCHEDULE "B" - Pregnancy and Parental Leave (continued)**

- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wages the employee was most recently paid by the employer; or
  - (b) the wages that the employee would be earning had the employee worked throughout the leave.

38g. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy or parental leave.

38h.--(1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force and who would have been entitled to pregnancy leave if section 2 of the *Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990* had come into force before she stopped work.

(2) A person to whom this section applies shall be deemed to have taken a pregnancy leave beginning when the person stopped work if.

- (a) the stopping of work was related to the person's pregnancy; and
- (b) when the person stopped work, she was not entitled to pregnancy leave.

38i.--(1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force, whether or not the person took a pregnancy leave that ended during that period, or whose pregnancy leave ended during that period and who did not return to work if the person would have been entitled to parental leave had section 2 of the *Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990* come into force before the person stopped work or before the pregnancy leave ended.

(2) A person to whom this section applies shall be deemed to have taken a parental leave beginning when the person stopped work or when the person's pregnancy leave ended if the stopping of work or the not returning to work was related to the birth of a child or to the coming of a child into the custody, care and control of a parent for the first time.

38j. Section 38e does not apply in respect of any period before this section comes into force.

3. Subclauses 47 (1) (c) (i) and (ii) of the Act, as enacted by the Statutes of Ontario, 1981, chapter 22, section 3, are repealed and the following substituted:

- (i) the sum of \$4,000 with respect to any wages other than the employer's severance pay or an amount payable to the employee under Part XI, plus
- (ii) the amount of the employee's severance pay, if any, plus
- (iii) the amount payable to the employee under Part XI.

4. Subsection 65 (1) of the Act, as amended by the Statutes of Ontario, 1987, chapter 30, section 7, is further amended by adding the following clause:

- (ra) prescribing types of benefit plans for the purpose of subsection 38e (2).

5. This Act comes into force on the day it receives Royal Assent.

6. The short title of this Act is the *Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990*.

**LETTER OF UNDERSTANDING**

The Employer acknowledges its awareness that psychologists are members of a self-governing profession having a code of ethics to which its members are expected to adhere. The Employer acknowledges that other members of the union belong to voluntary professional associations which prescribe standards of practice and ethics for their members.

DATED at Brockville, Ontario this 30 day of June 1993.

**Leeds and Grenville County**  
Board of Education per

The Ontario Secondary School Teachers'  
Federation District #37 per

Mark F. Daroch  
Chairperson

Kelley McKenzie  
President - P.S.S.T.F.

Frank Kinella  
Secretary

Marilyn Smitherman  
President - O.S.S.T.F.

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