

COLLECTIVE AGREEMENT

Between

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

and

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

EFFECTIVE 1 SEPTEMBER 1999 TO 31 AUGUST 2001

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

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Human Resources Officer (Benefits)	ext. 8388
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ARTICLE 1 - **PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, and to set forth terms and conditions of employment together with the rates of pay, benefits, working conditions and other related provisions mutually agreed upon by the parties including procedures for the prompt disposition of all matters in dispute between the parties.
- 1.02 Where reference indicating gender is used throughout this agreement, the other gender shall be equally included.

ARTICLE 2 - **RECOGNITION**

- 2.01 The Employer **recognizes** the Ontario Secondary School Teachers' Federation (**OSSTF**) as the sole and exclusive bargaining agent for all its employees engaged custodial services, maintenance and plant operations, cafeteria/food preparation services and student **transportation/busing** save and except:
- (a) supervisors and persons above the rank of supervisor; or
 - (b) **persons** for whom any trade union held bargaining rights established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; or
 - (c) students employed during the school vacation period(s); or
 - (d) persons employed under a work incentive program.

Persons identified in Article 2.01 (d) shall not be placed in bargaining unit positions.

- 2.02 In the event that the Employer creates a new position within the bargaining unit, **the** Employer shall establish the rate of pay for such position, subject to the right of the Union to grieve the established rate of pay.
- 2.03 All provisions of the collective agreement shall apply to regular full-time, regular part-time, and casual employees, with specific provisions and/or exclusions being provided for in the following articles:

Article 5	Casual Employees
Article 15	Sick Leave
Article 18	Salaries
Article 19	Employee Benefits
Article 21	Uniforms

Article 22 Hours of Work
Article 24 Job Postings and Staffing
Article 28 Seniority
Letter of Understanding re: Grandparenting

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 This agreement shall be in effect from 1 September 1999 and shall remain in effect until 31 August 2001, and from year to year thereafter, unless either party notifies the other party in writing, as to its desire to renew the Agreement with or without modifications, pursuant to Section 59 of the Ontario Labour Relations Act.
- 3.02 Any amendments to, or variation in, procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the parties.
- 3.03 Where legislative changes are made which directly affect any provisions of this Agreement, either party may give notice to the other party requesting a meeting of the negotiating teams to address the matters. This meeting to resolve legislative changes normally shall be held within thirty (30) days.

ARTICLE 4 - DEFINITIONS

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

4.01 Employee

Is a person employed by the Ottawa-Carleton District School Board who is covered by this agreement and who falls within the scope of the Bargaining Unit as set forth in Article 2 (Recognition).

4.02 Probationary Employee

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

4.03 Bargaining Unit

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

4.04 Collective Agreement/Agreement

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

4.05 Employer/Board

Shall mean the Ottawa-Carleton District School Board.

4.06 Member

Shall mean a member of the Bargaining Unit.

ARTICLE 5 - CASUAL EMPLOYEES

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

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

Purpose	Recognition
Term of Agreement	Definitions: <ul style="list-style-type: none">- Bargaining Unit- Agreement- Employer/Board- Member
Strikes and Lockouts	No Discrimination
Management Rights	Union Security
Union Representation	Union Leave
Paid Holidays	Salary Schedule: <ul style="list-style-type: none">- Appendix "A"
Safety Provisions <ul style="list-style-type: none">- Articles 20.01 to 20.03 and- Articles 20.05 to 20.07	Job Postings and Staffing
Seniority	Layoff and Recall
Human Resources Files	Grievance/Arbitration Procedure
	General

ARTICLE 6 - STRIKES AND LOCKOUTS

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

ARTICLE 7 - NO DISCRIMINATION

7.01 The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, age, sex, sexual orientation, political or religious affiliation, or by reason of membership or non-membership in the Union.

ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The Union recognizes that all management rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement. Without limiting the foregoing, the Union acknowledges that it is the exclusive function of the Employer to hire and promote, layoff; or demote, transfer, suspend, discipline, or discharge for just cause any employee, subject to the right of the employee to submit a grievance.

ARTICLE 9 - UNION SECURITY

9.01 All employees covered by this Collective Agreement shall be members of the Union.

All members of the bargaining unit shall as a condition of employment, pay union dues in accordance with the Ontario Labour Relations Act.

9.02 Union Dues

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

9.03 The OSSTF dues deducted in Article 9.02 shall be remitted to the Union, c/o The Treasurer, OSSTF, 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later

than the 15th day of the month following the month which the deductions were made.

- 9.04 The Employer shall deduct membership dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF membership dues owing. The Union agrees to provide the Employer with at least four weeks' notice in writing of its desire to alter the amount of such dues. Such amount shall be a **fixed** amount, that will be deducted from each pay.
- 9.05 All membership dues deducted in Article 9.04 shall be remitted to the Union, c/o The Treasurer of OSSTF District 25 at Suite 610, 1545 Carling Avenue, Ottawa, Ontario K1Z 8R1 no later than the 15th day of the month following the month which the deductions were made.
- 9.06 For the purposes of remitting fees in accordance with Articles 9.03 and 9.05 the Employer shall provide the Union with the employee's name, social insurance number, pay period salary and amount of dues deducted.
- 9.07 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an Employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- 9.08 The Employer will provide the Union with a copy of the notification of employment for each new hire including the employee's name, job category and job location.
- 9.09 The Employer shall provide to the Union the following information regarding its members: transfers, layoff notices, appointments, promotions, retirements, resignations, recall notices, and acting assignments. Such information, exclusive of information protected under the Ontario Freedom of Information and Protection of Privacy Act, shall be provided by a copy of the notification which has been forwarded to the employee.
- 9.10 The Employer shall provide bulletin boards in each location for posting notices of interest to Union members.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The Employer **recognizes** the right of the OSSTF to **authorize** the Bargaining Unit or any other duly **authorized** representative to assist and/or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 10.02 The Employer will **recognize** the following Union Committees:

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

Members of the Union Negotiating Committee who spend work days negotiating shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement. The Employer will compensate three (3) members of the Union Negotiating Committee for regular hours spent in negotiating meetings between the parties to the extent that they shall suffer no loss of regular earnings.

The Union agrees to reimburse the Employer for the full amount of all salary and benefits paid to additional members of the Union Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal seventeen percent (17%) of employee's salary.

Members of the Union's Negotiating Committee shall inform the appropriate supervisor five (5) days in advance of absences owing to negotiations.

- (b) The Labour-Management Committee, consisting of not more than three (3) members of the Union, for the purpose of improving communications between the Parties to the Agreement and discussing matters of mutual concern.

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

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

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

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

ARTICLE 11 - UNION LEAVE

11 .01 (a) Local District 25

- (i) The Employer agrees that the President and/or Bargaining Unit Officer shall be released from 100% of his/her duties in order to undertake his/her elected responsibilities. The number of leaves required, either one (1) or two (2), shall be indicated to the Board prior to June 15th.
 - (ii) District 25 Plant Support Staff Bargaining Unit agrees to reimburse the Employer for the full cost of salaries and benefits for each of the President and Bargaining Unit Officer respectively.
 - (iii) The status of the above-noted officers shall continue to be that of employees of the Employer, retaining all applicable rights and privileges thereto. The Union shall assume the cost of vacation credits accumulated while on leave.
 - (iv) The Union shall notify the Employer prior to 15 June as to its intent respecting the above leave(s) and the names of the Bargaining Unit representatives.
 - (v) Upon return from the leave, the employee shall be placed in his/her original position/location if it exists. If the original position/location does not exist, the employee shall be subject to Article 25 (Layoff and Recall).
- (b) The Union shall be entitled up to seventy-five (75) equivalent days leave per year, to be taken in blocks of not less than one-quarter (1/4) days in order to conduct Union business. Leave shall be taken only with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the immediate supervisor, submitted to the Superintendent of Human Resources with a minimum of three (3) days notice. The Union agrees to reimburse the Employer for the cost of salary and benefits for such leaves. Where applicable, the benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

11.02 **Provincial**

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

Such leave shall be granted under the following conditions:

- (a) In a school year a maximum of two (2) leaves shall be available.
- (b) The Union shall notify the Employer as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for two (2) years.
- (c) Upon return from the leave, the employee shall be placed in his/her original position/location if it exists. If the original position/location does not exist, the employee shall be subject to Article 25 (Layoff and Recall).
- (d) An employee wishing to return early from leave may return at the discretion of the Employer.
- (e) The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Where applicable, benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

- 11.03 The Employer may grant a leave of absence of up to one (1) year to a member of the Union who has been seconded to serve in a position at **OSSTF** Provincial Office. Such leave shall be requested no later than one month from the start date of the **secondment**. The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Upon return from the leave, the employee shall be placed in his/her original position/location if it exists. If the original position/location does not exist, the employee shall be subject to Article 25 (Layoff and Recall).

ARTICLE 12 - LEAVES OF ABSENCE WITH PAY

12.01 **General Conditions**

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

- (a) Without interruption of seniority or experience credit.
- (b) Without deduction of sick leave credits.

- (c) An employee on any form of leave is not eligible for any other form of leave until the **expiry** of the initial leave period.
- (d) Upon request by the employee's Supervisor, acceptable evidence verifying the need for the absence will be provided by the employee.

12.02 Compassionate Leave

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

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

Additional leave without pay may be granted by the Superintendent of Facilities and Physical Planning, or designate, in extenuating circumstances.

12.03 Quarantine

Leave with pay shall be granted for periods of absence due to exposure to a communicable disease which results in the employee being quarantined or otherwise prevented from attending upon his or her duties by order of the Regional Medical Officer of Health.

12.04 L e g a l

Leave with pay shall be granted by the Superintendent of Human Resources to an employee for Jury Duty, or to an employee who has been summoned for duty as a witness in any court for any proceedings to which he/she is neither a party nor one of the persons charged, provided the employee remits any fees (not including reimbursed expenses) to the Board.

12.05 Religious Holy Days

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

12.06 Special Leave

- (a) Up to three (3) days of personal leave with pay may be granted in any school year by the Supervisor for matters of urgent or essential personal business, including a maximum of one day for the moving of personal effects, upon written request filed with the employee's Supervisor. This leave shall be in addition to leaves provided for in Article 12.02.
- (b) In extenuating circumstances, up to two (2) additional days leave without pay may be granted by the Supervisor.

12.07 Injury on Duty Leave

An employee who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety Insurance Act and who reports such injuries immediately in accordance with procedures established by the Employer, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident. The Employer shall retain the amount paid under the Workplace Safety Insurance Act and, if requested to do so, the employee shall sign a direction to this end.

Beyond fifty (50) working days, the provisions of the Workplace Safety Insurance Act apply.

ARTICLE 13 - PREGNANCY/PARENTAL/ADOPTION LEAVE

13.01 Pregnancy Leave

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

- (i) the employee has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;
- (ii) the employee provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave.

- (iii) the employee notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave;
- (iv) an employee may return to work prior to conclusion of the leave period subject to the provisions of the Employment Standards Act and provided the employee gives to the Employer no less than three (3) weeks written notice of the day on which the leave is to end.

13.02 Parental/Adoption Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, an employee who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental/adoption leave without pay of up to eighteen (18) weeks.
- (b) An employee who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into care, in which case the leave must commence within thirty-five (35) weeks of the child's coming into care.
- (c) Where pregnancy leave has not been taken, an employee may, following the birth of the employee's child or an adopted child coming into the custody, care and control of the parent for the first time, take parental / adoption leave upon written request at least two (2) weeks prior to the date the leave commences. The employee is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted. Parental/adoption leave taken in these circumstances must be taken within thirty-five (35) weeks of the child's birth or of the child coming into custody, care and control.
- (d) An employee may return to work prior to conclusion of the leave period of eighteen (18) weeks provided the employee gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

13.03 General Provisions for Pregnancy or Parental/Adoption Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental / adoption leave.
- (b) Seniority shall continue during any term of pregnancy or parental/adoption leave.

- (c) The Employer agrees to continue to pay the employer's portion of benefits premiums and **OMERS** during the pregnancy or parental/adoption leave provided the employee agrees to pay the employee's portion of premiums.
- (d) At the discretion of the Employer, pregnancy or parental / adoption leave may be granted to an employee who has not been employed with the Employer for thirteen (13) weeks.
- (e) Sick leave credits shall accumulate for the employee during the time of pregnancy or parental / adoption leave.
- (f) Subject to the Layoff and Recall provisions of Article 25 the Employer may not terminate an employee entitled to pregnancy, parental/adoption leave and the employee returning from pregnancy, parental/adoption leave shall return to their previous position, if it exists, or a comparable position,

13.04 Extended Parental Leave

- (a) An employee may request an extended parental leave of up to two (2) years. Such leave may be granted by the Employer and shall be considered to include any pregnancy, parental/adoption leave granted. The Employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin. Where an employee is on leave in excess of pregnancy, parental/adoption leave and elects to continue benefits coverage, all benefits, except Long Term Disability, held by an employee at the commencement of a leave without pay may be continued during such leave by the employee with the employee paying 100% of the premium costs by **pre-authorized** debit.
- (b) Subject to the Layoff and Recall provisions of Article 25, an employee returning from leave shall **return** to their previous position if it exists, or a comparable position.

13.05 Paternity Leave

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

ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY

- 14.01 After the completion of one (1) year of continuous employment with the Employer, a leave of absence without pay of up to one year may be granted to an employee. Employees wishing to take a leave of absence must submit a written request to the Human Resources Officer (Administrative and Support), setting the dates of commencement of leave and return from leave. Such leave shall not be unreasonably denied.
- 14.02 A leave of absence without pay shall be renewed for a second successive year upon the mutual agreement of the Employer and employee.
- 14.03 Subject to the layoff and recall provisions of this agreement, an employee returning from a leave of absence without pay shall be reinstated in the position held prior to leave, or to a comparable position if that position no longer exists.
- 14.04 All benefits, excluding LTD, held by an employee at the commencement of leave without pay may be continued during such **authorized** leave by the employee with the employee paying all premium costs by **pre-authorized** debit. Such coverage normally will be extended to a maximum, of one (1) year with further extensions arranged through the Employer.

ARTICLE 15 - SICK LEAVE PLAN

- 15.01 An employee shall be entitled to accumulate sick leave credits at the rate of two (2) days per month worked. Sick leave shall be prorated for part-time employees.
- 15.02 (a) All unused sick leave at the end of each school year shall be accumulated to the credit of each employee. There shall be a maximum entitlement of three hundred and forty (340) days of sick leave credits which can be accumulated by the employee.
- (b) Notwithstanding Article 15.02 (a), an employee with the predecessor boards with more than three hundred and forty (340) days of accumulated sick credits shall have their total sick leave credit on 31 August 1999 transferred to the new plan. No further accumulation shall be permitted unless the balance of sick leave falls below three hundred and forty (340) days, in which case Article 15.02 (a) above applies.
- 15.03 An employee who is or will be absent from duty as a result of his/her illness shall inform his/her immediate supervisor forthwith, and, in any event, not later than the scheduled starting time of his/her daily assignment.

- 15.04 Any employee **who** has earned sick leave credits shall be entitled to apply such credits to each day of absence occasioned by illness until his/her sick leave credits have been exhausted or until the waiting period for the purposes of LTD has been applied.
- 15.05 In order to earn sick leave credits for a month, the employee must have worked or have been paid for at least one-half (1/2) the available working days in that month.
- 15.06 In the event that an employee is without sick leave credit, **he/she** must apply for a medical leave of absence without pay supported by **his/her** physician's statement of the need for such absence with an indication of the earliest date on which such employee would be available to return to duty.
- 15.07 The Employer reserves **the** right to require a medical certificate of an absence for:
- (i) more than three (3) consecutive days absence;
 - (ii) more than ten (10) days absence in any year
- 15.08 Newly hired employees shall be credited with sick leave days accumulated by the employee as a result of employment with another school board in Ontario which has an established sick leave credit plan under the Education Act, such **that** their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) day entitlement. Such credits shall not be used in determination of eligibility for or calculation to determine a retirement gratuity. Sick leave taken shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the previous employment.

ini ration of Sick Leave Plan

- 15.09 (a) There shall be a cumulative sick leave credit plan.
- (b) Under this plan, every employee shall be entitled to have placed in **his/her** credit, the correct accumulated sick leave credits standing to his/her account under the sick leave credit plan of the predecessor boards of the Employer (OBE/CBE) and the OCDSB as of the last day of the month following the date of ratification of this Agreement.
- (c) The Director of Education or designate shall do and perform all things necessary for the conduct of the sick leave credit system.
- 15.10 The Director of Education or designate shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deductions therefrom. Employees shall be provided annually with a statement of sick leave credits, indicating the balance as at the end of the previous school year.

Sick Leave Deductions

- 15.11 An employee is eligible for sick leave pay when **he/she** is unable to perform his/her regular duties because of illness or injury, and provided that:
- (a) the employee has unused accumulated sick leave credits;
 - (b) the employee is not on other leave with or without pay, unless otherwise provided for in the Agreement;
 - (c) the employee is not eligible to receive benefits under the **LTD** plan.
- 15.12 (a) Deductions shall be made from an employee's sick leave credits for the number of days absent because of illness;
- (b) Where an employee is absent for less than a work day, the deduction shall be prorated.

ARTICLE 16 - PAID HOLIDAYS

- 16.01 The following will be **recognized** as paid holidays to be paid for at the regular rates:

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

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

- 16.02 Regular employees will receive one leave adjustment day between 25 December and 1 January in lieu of Remembrance Day. Subject to the Director of Education's approval, bargaining unit members may be entitled to further leave adjustment days during this period.
- 16.03 Employees whose work schedule terminates prior to the 1 July holiday or commences after the Civic Holiday shall only be paid for the holidays which fall within their normal work schedule subject to **the** conditions of Article 16.05.
- 16.04 Where a statutory holiday falls other than on a scheduled work day, the Employer may designate some other day upon which to observe the holiday or the Employer may elect to pay the Employee as though it had fallen on a regular working day.

- 16.05 Where a statutory holiday falls during an Employee's approved vacation period, it shall not be deducted from the Employee's vacation entitlement.
- 16.06 Employees shall not receive holiday pay if:
- (a) they have been employed for less than three (3) months;
 - (b) they have not earned wages on at least twelve (12) days during the four weeks immediately preceding the public holiday; or
 - (c) they fail to work their scheduled regular day of work preceding or following the public holiday. Where an employee is on an approved paid leave for the day prior to or following the public holiday, the employee shall be paid for the public holiday. The rate of pay shall be equivalent to the rate the employee is entitled to under such leave.
- 16.07 Notwithstanding Article 16.06, when the scheduled school year begins before Labour Day and regular employees who are other than twelve (12) month employees are scheduled to work those days, they shall be paid for the Labour Day holiday.

ARTICLE 17 - VACATIONS WITH PAY

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

<u>Service (as at anniversary date)</u>	<u>Paid Annual Vacation</u>
Less than one (1) year	1.25 working days for each full month of employment
One (1) year or more	fifteen (15) working days
Six (6) years or more	sixteen (16) working days
Seven (7) years or more	seventeen (17) working days
Eight (8) years or more	eighteen (18) working days
Nine (9) years or more	nineteen (19) working days
Ten (10) years or more	twenty (20) working days
Twelve (12) years or more	twenty-one (21) working days
Fourteen (14) years or more	twenty-two (22) working days
Sixteen (16) years or more	twenty-three (23) working days
Eighteen (18) years or more	twenty-five (25) working days

- (b) Ten (10) and eleven (11) month regular full-time employees shall be granted vacation leave on a pro-rated entitlement in accordance with the above schedule.
 - (c) Regular part-time employees shall be entitled to 6% of earnings as vacation pay.
- 17.02 Vacation credits shall be credited as of 1 September for the current vacation period. For newly hired employees, after six months employment, unearned vacation leave may be anticipated for the remainder of the vacation period. Employees who return to work from unpaid leave or who are recalled after 1 September shall be credited with their vacation leave as of the date of return and shall be credited the appropriate vacation, prorated for the time worked for the remainder of the vacation period.
- However, if employment is discontinued, the Employer shall recover amounts paid for leave taken, but not earned, up to the date of the discontinuance.
- Implementation - Effective 1 January 2000, former Carleton Board of Education twelve (12) month employees will be credited with vacation credits for twelve (12) months. Effective 1 September 2000, all employees will be credited with vacation credits for twelve (12) months.
- 17.03 Where preference is to be given in the scheduling of vacation, the person with the most seniority shall be given first preference. The Employer will endeavor to schedule leave in an unbroken period of at least two (2) weeks. Approved vacation leave may only be changed by mutual agreement between the employee and the appropriate supervisor.
- 17.04 Vacation leave entitlement not used in the year earned may be carried over until 31 August of the following year. Vacation entitlement not used shall be paid out. Permission to carry over vacation must be authorized by the appropriate supervisor.
- 17.05 The maximum allowable vacation leave credit at the time of resignation or retirement of an employee shall be the number of unused days of leave earned during the current year plus up to the previous year's entitlement if the carryover was previously approved as outlined above. Payment for these credits shall be based on the employee's annual salary rate at the time of departure.
- 17.06 Vacation leave credits shall not accrue during any month in which an employee does not work and is not paid for at least one-half the available working days in the month.
- 17.07 (a) The Employer reserves the right to determine the periods during which vacations may be scheduled.

- (b) Subject to operational requirements, employees with ten (10) years service or more shall be allowed to request up to five (5) days vacation outside the normal school break periods.
- 17.08 Employees (other than twelve (12) month employees) shall be required to use vacation leave during the Christmas Break and March Break. Remaining vacation shall be taken prior to 30 June of each year. Where the supervisor determines that such vacation cannot be scheduled prior to 30 June, it shall be paid to the employee on their last pay cheque in June.
- 17.09 An employee who is confined to hospital, or who suffers a bereavement in the immediate family during scheduled vacation shall, upon presentation of acceptable verification, be permitted to reschedule an equivalent number of vacation days at a time mutually agreed upon between the employee and the appropriate supervisor. The Employer reserves the right to request verification.
- 17.10 In the event of the death of an employee, vacation pay otherwise due to such employee under this Article shall be payable to the employee's estate.

ARTICLE 18 - SALARY

- 18.01 (a) Salaries in accordance with Appendix A, which shall form an integral part of this Agreement.
- (b) Casual employees as defined in Article 5 (Casual Employees), shall receive \$8.13 per hour plus 4% in lieu of vacation pay; or the applicable Step 1 hourly rate for job classes where the employer normally requires a regulated trades license.

18.02 Method of Pay

Employees shall be paid **bi-weekly** according to their job classification in Appendix "A", by direct deposit to the employee's credit in a branch of a chartered bank, credit union, or trust company as designated by the employee and with a **computerized** system compatible with that used by the Ottawa-Carleton District School Board. The employer shall distribute earning records to each employee at his or her place of work.

18.03 Increments

An employee shall, subject to satisfactory performance, receive the increment as shown on the salary schedule commencing with the anniversary date of the employee's appointment to the current position.

18.04 Acting Pay

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

18.05 Correction of Errors

In the event of an error in salary, the Employer may make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the calendar year in which the error is discovered. Where correction of an error requires that an employee repay an amount in excess of **\$200.00**, a schedule of payment shall be determined by mutual consent of the Board and the employee.

18.06 Deductions

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

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 Effective 1 December 1999, the following Group Insurance and Health plans shall be provided by the Employer to all regular full-time employees and all regular part time employees working half time or more in a position in accordance with the procedures as required by the Insurance Policies. Unless otherwise provided for herein, the plan design shall be in accordance with the former Carleton Board of Education Administrative and Support employees.

- (a) Group Life Insurance (compulsory) providing **\$45,000** coverage. Accidental Death and Dismemberment Insurance (compulsory) providing **\$15,000** coverage.

Employees who were previously entitled to group life insurance providing coverage of three (3) times salary may elect to continue that coverage under the group life plan at the same amount, with the employee paying 100% of the difference in the premium above the **\$45,000** coverage. Employees who elect not to continue this higher coverage shall forfeit their right to continue this coverage.

- (b) Health Plan including Semi-Private, Major Medical Insurance, Vision Care - \$200 every two (2) years, **ManuAssist** (compulsory, optional to an employee covered by a spouse employed by the Board).
- (c) Dental Care Plan (compulsory, optional to an employee covered by a spouse employed by the Board) - Basic Plan plus 50% co-insurance for:
 - (i) Major Restorative Services - (\$1,200 annual maximum per insured person)
 - (ii) Orthodontic Services (\$1,000 annual maximum per insured person)

On 1 January of each year the previous year's **ODA** Schedule will be in effect.

The Dental Care Plan concerning recall exams (under Routine Treatment) will provide coverage for oral examinations, teeth cleaning, topical application of fluoride solutions, oral hygiene instructions and bite-wing x-rays once every nine (9) months from the date of the last visit.

- (d) Optional Term Life Insurance
- (e) Optional Accidental Death and Dismemberment Insurance
- (f) Pregnancy/Adoption Leave **SEB** Plan:

The Employer will provide a pregnancy/adoption leave **EI SEB** Plan for the two (2) week waiting period under the Employment Insurance Act (**EI**) of 95% of the employee's salary. Commencing with the third week of the leave, employees granted pregnancy/adoption leave shall be entitled to receive a **fifteen (15)** week benefit of \$75.00 per week.

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

19.02 The Employer shall contribute 90% of the required premiums for coverage described in (a), (b), and (c) above. Employees shall pay 100% of premium costs for coverage described in (d) and (e) above.

19.03 Employees who are employed in a full-time term position for a minimum period of a full school year shall be entitled to **enroll** in the benefit provisions described in (a), (b), and (c) with the Employer contributing 90% of the required premiums.

19.04 Eligibility for Benefits

- (a) All regular full-time employees shall be eligible for the benefit plans in accordance with Article 19.02 and the applicable policies.
- (b) All regular part-time employees shall be entitled to a payment in lieu of benefits calculated as 5% of regular earnings.

19.05 Positive Enrolment

Compulsory positive enrolment will ensure that the co-ordination of benefits provision is correctly administered by the health, vision care and dental insurer. Positive enrolment will apply to any employee enrolled in family health, vision or dental coverage.

As required by the insurance carrier under Positive Enrolment, the following information or information of a similar nature will be required to be submitted to the insurer:

- (a) effective date of coverage of employee;
- (b) level of coverage;
- (c) employee name, date of birth, and employee identification number.

19.06 Long Term Disability Plan

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

19.07 Benefit Plan Policies

The Board will provide the Bargaining Unit with all portions of insurance policies relevant to its membership upon receipt of a written request to do so. The Board undertaking to provide these copies is subject to the availability of the information from the insurer.

The Bargaining Unit undertakes to provide the Board with the relevant portions of any policy or policies it may enter into on its own behalf upon receipt of a written request from the Board to do so. This undertaking is also subject to the availability of the information from the insurer.

ARTICLE 20 - SAFETY PROVISIONS

- 20.01 It is mutually agreed that both Parties will cooperate in the prevention of accidents, and with such promotion to safety and health as is deemed necessary and will **endeavor** to inform themselves of safety regulations.
- 20.02 The parties **recognize** that the Joint Health and Safety Committee, as established by the Employer, is governed by the Occupational Health and Safety Act and Regulations.
- The parties further **recognize** Plant Support Staff Unit representation on this committee.
- While alleged violations of the legislation will not be **grievable**, the parties will cooperate to facilitate any required corrective measures as provided for by the Act.
- 20.03 Where a Bargaining Unit member who serves on the Joint Health and Safety Committee has the approval of the Superintendent of Facilities and Physical Planning, or designate, to be absent from work to perform assigned duties required by the Occupational Health and Safety Act, a replacement shall be hired by the Employer.
- 20.04 The parties agree that the provisions of the Occupational Health and Safety Act will determine which employees shall be deemed to execute managerial functions for the purposes of the legislation.
- 20.05 (a) Prior to the Board's introducing a new substance, material, agent or chemical into the workplace environment, the Plant Testing Committee will review such substance, material, agent or chemical regarding its ingredients and/or properties.
- (b) The parties agree the Plant Support Staff Unit will be entitled to the same representation on the committee as other individual employee groups and one additional representative. Bargaining Unit representatives will be appointed by the Bargaining Unit.
- 20.06 The Plant Testing Committee shall review an existing substance, material, agent or chemical where it is brought forward by a member of the Committee.
- 20.07 Safety equipment and safety clothing required by the Employer to be worn or used by employees in the performance of their duties shall be provided and maintained by the Employer, with the exception of safety footwear. The Employer will reimburse seventy-five dollars (**\$75.00**) or actual cost, whichever is the lesser, once every two (2) years or as required, toward the purchase of

approved safety footwear for employees who are required to wear safety footwear as approved by the Director of Education.

20.08 Safety Boots

Safety equipment and safety clothing required by the Employer to be worn or used by employees in the performance of their duties shall be provided and maintained by the Employer, with the exception of safety footwear. The Employer will reimburse \$75 or actual cost, whichever is the lesser, once every two (2) years or as required, toward the purchase of approved safety footwear for employees who are required to wear safety footwear as approved by the Director of Education.

ARTICLE 21 - UNIFORMS

21.01 The following articles of clothing and equipment will be provided by the Employer:

- (a) Each regular full time employee, on appointment and in September each year thereafter:
 - three (3) golf shirts
- (b) Each regular part time employee, on appointment and each year thereafter:
 - one (1) vest
- (c) Each cafeteria worker:
 - two (2) working smocks as required.

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

21.03 The parties agree to meet to discuss the uniform requirements of positions identified in this agreement for which no current staff hold such positions, at such time as the position becomes staffed.

21.04 The Employer shall provide appropriate alternative choices to an **employee who** has a medical condition, supported by medical documentation, that prevents the employee from wearing the standard uniform.

21.05 All employees who are issued uniforms shall be required to wear such uniforms when at work. All uniforms shall be cleaned and maintained by the employee. Employees are expected to wear appropriate and well maintained personal clothing while at work.

ARTICLE 22 - HOURS OF WORK

- 22.01 The following paragraphs and sections are intended to define the **normal** hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days worked per week.
- 22.02 (a) **Full time employees:** The regular work week shall consist of five (5) eight (8) hour days, Monday to Friday, inclusive. The foregoing does not preclude the scheduling of additional shifts on weekends.
- (b) **Part time employees:** The regular work week for part time employees shall consist of not more than five (5) days **totaling** less than forty (40) hours, Monday to Friday, inclusive. The foregoing does not preclude the scheduling of additional shifts on weekends.
- 22.03 **Regular Work Day: Full time employees:**
- (a) **Day Shift:** Eight (8) consecutive hours, between 6 a.m. and 4 p.m. excluding an unpaid meal period of a minimum of one-half (1/2) hour to a maximum of one (1) hour, subject to scheduling demands of the site.
- (b) **Afternoon Shift:** Eight (8) consecutive hours between 2:30 p.m. and 12:00 midnight, excluding an unpaid meal period of one-half (1/2) hour.
- (c) Exceptions to the regular work day and/or regular work week for full-time employees may be continued. New exceptions to the regular work day and/or regular work week for full time employees must be mutually agreed by the Union and employer, exclusive of exceptions for the Administrative buildings and buildings which involve joint use agreements with municipalities.
- (d) Full-time employees shall be permitted a rest period of fifteen (15) consecutive minutes in each of the first and second halves of a shift.
- 22.04 **Regular Work Day: Part-Time Employees:**
- (a) Hours of work for part time employees shall be consecutive.
- (b) Employees shall be permitted a rest period of fifteen (15) consecutive minutes for each four (4) hours of work.
- 22.05 The following classifications shall be day shift employees: Chief Custodian, Floater Custodian, Part-time Custodian, Custodian, Replacement Custodian, all Cafeteria/Kitchen positions, all Trades and Maintenance positions.

22.06 The following classifications shall be afternoon shift employees: Custodian, Part-time Custodian, Custodian Lead Hand, Floater Custodian.

22.07 School Vacations:

During the school vacation periods, Summer Break, Christmas Break, March Break and examination time, the Employer will make **every** effort to suspend the afternoon shift and assign the employees, who are scheduled to work, to the dayshift.

22.08 Emergency Conditions:

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

ARTICLE 23 - OVERTIME

23.01 Definitions:

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

- (a) "time and one half" is 1.5 times the straight time hourly rate of the employee as specified in this agreement.
- (b) "double time" is twice the straight time hourly rate of the employee as specified in this agreement.
- (c) "call back" occurs when an employee is recalled to work overtime that has not been scheduled in advance, and does not apply to an employee replacing an absent employee.

23.02 Overtime shall be voluntary except in emergency situations which may disrupt normal operations or which may cause damage to the Employer's property and/or premises.

23.03 Overtime shall be compensated for at the rate of time and one-half the straight time rate for those hours worked in excess of forty (40) hours per week and at the rate of double the straight time rate for all hours worked on Sunday. Additional pay shall not be provided for overtime periods of less than one-half (1/2) hour per day. Nothing in this Collective Agreement shall permit the pyramiding of overtime for any hours so worked.

- 23.04 Employees may substitute time off in lieu of overtime worked when mutually agreeable. Time off shall be on the same basis as the overtime was earned and shall be scheduled at a mutually agreeable time.
- 23.05 Employees who are required to perform security checks as part of their **normal** duties shall be paid for a minimum of one and a half (1.5) hours at the applicable rate.
- 23.06 An employee who is "called back" shall be paid a minimum of three (3) hours at the appropriate rate of pay.
- 23.07 Full-time employees who work four (4) hours or more of overtime immediately following their regular shift, shall receive a meal allowance of \$10.00.
- 23.08 Employees who are required to work on a public holiday shall be paid overtime at the rate of one and one half time. This overtime payment will be in addition to being paid for the holiday in question.

ARTICLE 24 - JOB POSTINGS AND STAFFING

- 24.01 Vacancies within the Bargaining Unit, whether new or in an existing classification which the Employer intends to fill, shall be posted within ten (10) working days of the position becoming vacant. The Board will post the notice of vacancy for a period of ten (10) working days in all work locations covered by this agreement, in a location readily available to employees. A copy of each posting will be sent to the Bargaining Unit President. Notwithstanding the above, the application period in notices posted after the last day of the school year will not close until 31 August of the same calendar year.
- 24.02 The posting shall invite applications from bargaining unit members and shall **include** and be not limited to the following information: the nature of the position, required qualifications, hours of work, wage or salary rate, work location, to whom applications are to be sent and the due date for such applications.
- 24.03 A probationary employee shall not be eligible to apply to a job posting.
- 24.04 A position is vacant or deemed to be vacant and subject to this article when;
- (i) the employee previously occupying it has resigned, retired, been dismissed, promoted, transferred, or demoted; or
 - (ii) a new position has been established by the Employer.

- 24.05 A vacancy will also be deemed to exist and be designated as a term position where the current employee requests and is granted a leave of absence for a period of at least six (6) months.
- 24.06 (a) Custodial, trades and maintenance vacancies shall be filled in the following order:
- (i) request for lateral transfer, in order of seniority, then
 - (ii) applications from all bargaining unit members, then
 - (iii) offering the position, in order of seniority to members on the recall list.
- (b) Positions of responsibility vacancies shall be filled in the following order:
- (i) request for lateral transfer, in order of seniority, subject to the approval of the receiving Principal/Supervisor based upon the qualifications and capabilities of the applicant to perform the job, then
 - (ii) applications from all bargaining unit members, then
 - (iii) offering the position, in order of seniority to members on the recall list subject to Article 25 (Layoff and Recall).
- 24.07 If there are no requests for transfer, no applicants from qualified bargaining unit members, and no qualified bargaining unit members on recall, the Board may fill the vacancy with **qualified** and capable probationary employees or from outside the bargaining unit.
- 24.08 All applicants for posted positions shall be subject to identical selection and evaluation procedures,
- 24.09 The board shall **fill** positions on the basis of knowledge, skill, ability and **qualifications**. Where knowledge, skill, ability and qualifications are relatively equal as determined by the Employer in Article 24.08, the candidate with the most seniority shall be selected.
- 24.10 No person will be eligible for appointment to a position in a trades classification requiring Ontario trade certification unless that person has satisfied all the provincial trade qualifications for the trade in question.

24.11 A term position is defined as:

- (a) a position where the current employee is on leave, for six (6) months or more;
- (b) a position which may be created for a defined term which may be recurring from year to year to fulfill a specific requirement, project or assignment, including seasonal work and normal summer work carried out in the schools.

Such term positions shall be for a maximum of twelve (12) months and may be extended by written agreement with the Union.

- (c) Term positions that exist during the normal school break periods shall be offered to less than full time bargaining unit members who request such assignments and who meet the Board's qualification and capability requirements for the position on a seniority basis.
- (d) All term positions occurring outside of the normal school break periods shall be posted following the procedures for posting vacancies as outlined in this Article.

24.12 An employee appointed to a term position shall maintain the right to return to his/her original position held prior to the term assignment, if it exists, upon completion of the term assignment. If the original position does not exist, the employee shall be subject to Article 25 (Layoff and Recall).

24.13 An external candidate appointed to a term vacancy shall be considered a casual employee who is a member of the bargaining unit.

- 24.14 (a) In order to implement the staffing provisions, the Employer may temporarily fill vacant or newly created positions as an acting pay assignment.
- (b) Employees wishing to be considered for acting pay assignments shall file a written request with the Human Resources Department.
 - (c) Such acting pay assignments to allow for the staffing process shall be for a maximum of forty (40) working days during the school year, and sixty (60) working days during the period between the end of the school year and 31 August of the same calendar year.

ARTICLE 25 LAYOFF AND RECALL

25.01 Should the Employer propose to amend staffing requirements in a manner which would result in a lay-off of employees, such proposals will be discussed by the Labour/Management Committee (Article 10.02) prior to implementation. The purpose of such discussions will be to consider possible alternatives to layoffs including, but not limited to, early retirements and leaves of absence.

25.02 Definitions

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

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

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

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

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

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

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

Notification

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

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

- 25.07 The written notice of **surplus** or layoff shall be delivered personally by the **Principal/Manager** or Union Exempt designate. Should an employee be on a leave of absence, the written surplus/layoff notice and an updated seniority list shall be forwarded to the last known address by registered mail/courier.
- 25.08 When it is determined by the Employer that an employee is no longer surplus or laid off, written notification of such shall be issued to the employee within **fifteen (15)** days of the date of determination.

Order of Layoff

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

Layoff Procedures

- 25.10 The following layoff procedures shall apply to regular permanent and Probationary employees, including part-time custodians.
- 25.11 (a) The Employer shall identify those positions to be eliminated as a result of a decision to layoff, make a position redundant, or close a school or department, or reduce hours.
- (b) Employees occupying eliminated positions or positions with reduced hours shall be declared surplus, in accordance with Article 25.31.
- 25.12 The equivalent number of employees as were declared **surplus** in Article 25.11 shall be declared redundant on the basis of date of hire for probationary employees, beginning with the most recent date of hire, and on the basis of seniority for permanent employees, beginning with the most junior, and placed on the Temporary Redundancy List.

- 25.13 The Employer shall identify all vacancies by job classification which are created by attrition or created by placing the most junior employees on the Temporary Redundancy List.
- 25.14 All vacancies described in Article 25.13 shall be filled according to the following:
- (i) In order of seniority for permanent employees and in order of the least recent date of hire for probationary employees, each surplus employee who is not on the Temporary Redundancy List shall be displaced into a vacant position in his/her job classification and employment status, provided the surplus employee has the necessary qualifications, ability, knowledge and skill to perform the job;
 - (ii) Failing Article 25.14(i), the surplus employee shall be displaced into a position in his/her job classification and employment status which is held by the most junior employee and for which the surplus employee has the necessary qualifications, ability, knowledge and skill to perform the job;
 - (iii) The employee displaced in Article 25.14 (ii) shall be declared surplus and shall continue through the displacement procedures, in order of seniority for permanent employees and in order of the least recent date of hire for probationary employees;
 - (iv) Failing Article 25.14 (iii), the surplus employee shall be displaced into a lesser position in the next lowest job classification for which the surplus employee has the necessary qualifications, ability, knowledge and skill to perform the job, in accordance with the procedure set out in Article 25.14 until a position is attained by the employee;
 - (v) Failing Article 25.14 (iv), the surplus employee is added to the Temporary Redundancy List.
- 25.15 All employees remaining on the Temporary Redundancy List after all vacancies have been filled, shall be notified in writing by the Employer and identified for the purposes of layoff.
- 25.16 All remaining vacancies shall be posted in accordance with Article 24 (Job Postings and Staffing).
- 25.17 Employees who exercise their bumping rights shall maintain their current increment dates.

Recall

- 25.18 (a) In all cases of recall after layoff, employees shall be recalled in accordance with their seniority ranking provided they have the necessary qualifications, ability, knowledge and skill to perform the jobs available within the job classification.
- (b) An employee with seniority who is laid off shall retain seniority and right of recall for the following period of months based **on the** employee's length of continuous service as follows:

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

- (c) An employee who is recalled in accordance with this article shall be reinstated as though there had been no interruption in seniority.
- 25.19 The Employer shall hire to fill future vacancies within the Bargaining Unit in accordance with Article 24 (Job Postings and **Staffing**).
- 25.20 An employee who is given notice of layoff may, in writing, waive the right of recall and receive a severance allowance in accordance with the **Employment Standards Act**.
- 25.21 If an employee who is subject to layoff or who is on recall, refuses an offer of employment of equal employment status, hours of work, and job classification on the permanent staff under these procedures, the Employer shall have no further obligation to the employee under this Collective Agreement and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the **Employment Standards Act**.
- 25.22 All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- 25.23 Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee and shall require the employee to report to work on a date not earlier than seven (7) work days after the date of such notice. If the employee does not reply within said seven (7) work days or fails to report for work at the time and date specified in the notice, the employee shall be deemed to have terminated **all** recall rights and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the **Employment Standards Act**.

- 25.24 Those persons not recalled by the end of the recall period shall receive any severance payment to which they would normally be entitled in accordance with the **Employment Standards Act**.
- 25.25 An employee who is offered a term position will not lose recall rights. The employee's recall period shall be extended by the period of the term assignment.
- 25.26 Where an employee bumps into a lower job classification and the employee's salary earned at the time of being declared surplus is higher than the maximum of the salary range of the lower job classification, the employee's salary will be red-circled and frozen for a period of one (1) year from the effective date of assuming the lower job classification. If during this period, the employee's rate of salary in the new classification becomes equal to or exceeds the frozen rate, the new salary shall apply, and all further red-circling rights shall cease.
- 25.27 The Employer shall provide the President of the Bargaining Unit with a list of names, job classifications, employment status and salary level of all employees placed on recall.
- 25.28 When a probationary employee is laid off and subsequently recalled, such employee shall be required to complete his/her probationary period.
- 25.29 Employees on layoff shall be entitled to continuing participation in the benefit plans in accordance with the Collective Agreement, provided that the employee pays the **full** premium payment for such coverage and that the insurance policies permit such coverage to employees while on layoff
- 25.30 A member on layoff and subject to recall who indicates his/her availability for casual assignments and rank ordered location preference, shall, for the period of recall and in seniority order, be given **first** opportunity to perform casual work with the Bargaining Unit, provided he/she has the necessary **qualifications**, ability, knowledge and skill to perform the jobs available and is readily available at the time the opportunity is offered.
- 25.31 (a) Staffing placements for part-time custodians will take place in accordance with Article 25 (Layoff and Recall) and Article 24 (Job Postings and Staffing) by 30 June for the following September based on projected enrolment. Following the review of school enrolments at the beginning of a school year, staffing placements will be revised as needed and part-time custodians identified as surplus to the needs of the school will be subject to Article 25 (Layoff and Recall). As of 31 October, all part-time custodian staffing will be deemed to be final for the school year.

- (b) Following 31 October, any existing position that has changes resulting in more than a thirty (30) minute increase or decrease in the position will result in the incumbent being declared surplus and subject to this article. The staffing of the position will be subject to Article 24 (Job Posting and Staffing).

25.32 Should there be an identified need to increase part-time hours up to thirty (30) minutes at a particular location (e.g. an increased need for cleaning due to a student with peanut allergies), additional part-time hours shall first be offered to existing part-time staff on site in seniority order. Such increased hours will be on a temporary basis until the end of the school year, at which time, all part-time positions will be reviewed in accordance with Article 25.31. If the need for such temporary increase in part-time hours cannot be accommodated on site, the Employer may POST the temporary position in accordance with Article 24 (Job Posting and Staffing).

ARTICLE 26 - PROBATIONARY PERIOD

- 26.01 A newly hired employee shall be considered to be on probation for a period of one hundred (100) worked days of employment.
- 26.02 Where a newly hired employee has been employed as a casual within the bargaining unit in the twelve (12) month period prior to the date of hire, hours worked as a casual employee shall be credited towards the probationary period in Article 26.01 based on accumulated hours worked to a maximum of sixty (60) days.
- 26.03 Where a probationary employee is discharged for non-disciplinary reasons, the Employer agrees to give one (1) week's notice, or pay in lieu, to the probationary employee.

ARTICLE 27 - EXCHANGES

- 27.01 Upon the mutual consent of the Employees and the Principals at the school sites involved or the Supervisors at other than school sites involved, employees may exchange positions within the bargaining unit. An exchange may be extended for one year by mutual consent of the employees affected and subject to the Employer's approval. Such exchanges shall not be unreasonably denied.
- 27.02 An exchange may be made permanent upon written application of the two Employees affected and subject to the Employer's approval.

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

ARTICLE 28 - SENIORITY

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

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

- 28.02 The Employer will maintain a seniority list showing each employee's name, the date on which the employee's seniority commenced, and the occupational classification. In January of each year the Employer will revise the seniority list and post copies of the revised lists in Board locations and will send two (2) copies to the President of the Bargaining Unit. One list in alphabetical order will be sent to the President of the Bargaining Unit. Complaints about the accuracy of a seniority list will be considered within thirty (30) days of the date of such posting. If no complaint is received within that time, then the list is deemed to be accurate. Such complaints shall be forwarded to the Superintendent of Human Resources or designate, with a copy to the Bargaining Unit President.
- 28.03 Seniority shall be the governing factor in the following staffing decisions: scheduling of paid vacation, lay-off and recall, and transfers as per Article 24 (Job Postings and Staffing).
- 28.04 Seniority shall continue to accumulate during:
- (a) any period of layoff during which the employee was entitled to be recalled;
 - (b) any period of absence caused by sickness or accident;
 - (c) any **authorized** leave of absence; and
 - (d) any period of **secondment** to another **organization authorized** by the Employer.
- 28.05 Where seniority is equal, the ranking shall be determined by:
- (a) consecutive years of service with the Employer or predecessor Board from the date of the employee's most recent hiring; then
 - (b) total non-continuous years of service with the Employer or predecessor Board; then

(c) in the event there is still a tie, selection by lot in the presence of the bargaining unit President or designate.

28.06 Seniority will be considered to have been terminated when an Employee:

- (a) resigns or retires; or
- (b) is discharged and is not reinstated by reason of the grievance and arbitration procedure; or
- (c) is laid off beyond the period during which the employee was entitled to be recalled, or
- (d) fails to return from lay-off in accordance with the provisions of this Agreement; or
- (e) accepts a position with the Employer in accordance with Article 29 (Persons/Positions Outside The Bargaining Unit); or
- (f) who is a casual and fails to work a minimum of 320 hours; or
- (g) accepts a permanent position with the Employer which falls outside the bargaining unit.

ARTICLE 29 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

29.01 Where a member of the Bargaining Unit successfully applies for a vacant position or a term position outside the Bargaining Unit, the Employer shall notify the Union of the employees' name and the date that the employee will commence duties in the new position.

29.02 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right of return to a Bargaining Unit position.

29.03 A member of the Bargaining Unit who accepts a term position, with the employer, for a maximum period of six (6) months, shall have the right of return to his/her former position within the bargaining unit. Such member shall continue to accumulate seniority.

29.04 In the event a member of the Bargaining Unit accepts a term position in a non-affiliated position, all terms and conditions of the non-affiliated position shall apply to the member. The member will be required to continue to pay union dues during the term position.

ARTICLE 30 - JOB SHARING

30.01 The Employer agrees that two employees, who have completed their probationary period, neither of whom has been declared on lay-off, may make

application to share a single position within the same wage level provided the following requirements are met:

- (a) Job sharing may take the form of sharing on a time basis approved by all parties involved.
- (b) At least one of the employees proposing the job-sharing must be assured of a full-time position which will be available to share in the applicable year.
- (c) Application shall be made to the Superintendent of Human Resources or designate on or before 1 March in the year prior to entering the plan the following school year.
- (d) At the time of granting of the leave, agreement in writing shall be reached on the starting date and date of return to full-time employment. The date may be extended by mutual agreement between the employees and the Employer. The employee may request to change the date of return under extenuating circumstances. Approval of such request shall be at the discretion of the Employer.
- (e) Subject to the approval of the appropriate Superintendent the proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s)/Supervisors involved, and the Superintendent shall be assured to his/her satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position.
- (f) Written acceptance or refusal of the application by the Employer shall be forwarded to the employees by 1 June in the same school year the request was made.
- (g) The following conditions shall pertain during and following the year of sharing the position as indicated:
 - (i) The salary paid to each employee shall be a pro-rated portion of the basic salary he/she would earn as a full-time employee for the applicable year. The proration shall be in accordance with the division of duties of the full-time position and shall be agreed upon by the employees concerned and the Superintendent of Human Resources or designate before permission is granted.
 - (ii) An employee in the job sharing plan shall have his/her salary, benefits and sick leave credits pro-rated in relation to what he/she would receive as a full-time employee.

- (iii) The employee shall have the option of contributing the difference between the amount of benefits paid by the Employer and the amount **that** would have been paid had the employee remained full-time.
- (iv) Seniority shall continue to accumulate for each employee participating as though he/she continued to be employed as a full-time employee in the year preceding the shared year.
- (v) Subject to the layoff and recall provisions of this collective agreement, the full-time employee whose position has been shared shall be entitled to assume full-time responsibilities in that position following the job sharing and the employee who shared the position shall be returned to his/her former position if it exists or a comparable position and employment status.

ARTICLE 31 - TERMINATION OF EMPLOYMENT

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

ARTICLE 32 - DISCIPLINE AND DISCHARGE

- 32.01 No employee shall be disciplined or discharged without just cause.

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

- 32.02 The Employer shall hold a meeting with the employee in order to discuss the discipline or discharge of that employee. The employee shall be advised twenty-four (24) hours in advance of the scheduling of such meeting.
- 32.03 Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters of discipline or discharge of an employee, the employee shall be advised of his/her right to have a representative of **the** Union at the meeting. Such employee has the right to be accompanied and advised by Union representative at such meeting.
- 32.04 When a member has not been advised twenty-four (24) hours in advance of the meeting, the Employer shall allow the employee time to arrange for the attendance of a Union representative at the meeting. When a Union

representative is not available immediately, such meeting shall be postponed until such time as Union representation is present.

- 32.05 A Union representative, requested by the member to attend such meeting in accordance with Article 31.04, shall request permission from the Principal, or person otherwise in charge when the Principal is not available, to leave the premises to attend the meeting. Such request shall not be unreasonably withheld.
- 32.06 In the event an employee is disciplined or discharged by the Employer, such notice of discipline or discharge shall be in writing to the employee concerned. Such notice shall set forth the reasons for such discipline or discharge.
- 32.07 The Employer shall provide a copy of such discipline or discharge notice to the union where the employee **authorizes** such release.

ARTICLE 33 - **GRIEVANCE/ARBITRATION PROCEDURE**

33.01 The parties **recognize** that each party may elect to be represented by counsel or representative(s) of their respective **organizations** at any stage of the grievance arbitration procedure.

33.02 Definitions

- (a) A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is **arbitrable**.
- (b) The parties to any grievance or arbitration under this provision shall be defined as:
- (i) the Bargaining Unit
 - (ii) the **Board**.
- (c) For the purposes of this Article, the definition of day shall be the normal days worked by a member exclusive of Saturdays, Sundays and **Recognized Paid Holidays**. Days during the month of July and August shall not count as work days for ten-month Employees.
- 33.03 An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the principal or immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the

Bargaining Unit, on behalf of the employee, may submit a grievance as provided herein.

33.04 A grievance dealing with the dismissal of an employee, subject to Article 3 1 (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

33.05 Individual Grievance

Step 1

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

The Superintendent or designate shall respond to the grievance in writing within ten (10) days of the receipt of the grievance.

33.06 Step 2

Failing settlement at Step 1, the grievance may be submitted in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will take place with the committee of management representing the Director of Education. A written response will be provided to the Union from the Director of Education or designate within five (5) days of the meeting. At the option of the Bargaining Unit, the requirement to hold a meeting may be waived, in which case the written response will be provided within **five (5)** days.

33.07 Step 3

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

33.08 Policy Grievance

The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged

violation of this Collective Agreement which affects a group of employees or the entire membership. A policy grievance shall proceed directly to Step 2 to the Union or the Director of Education, as applicable.

33.09 Grievance Mediation

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

The timelines in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

33.10 Arbitration

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

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

- 33.11 Each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.
- 33.12 No person shall be appointed to a Board of Arbitration **who** has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this collective agreement.
- 33.13 The Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.

- 33.14 The parties may, by mutual agreement, refer a grievance to a single arbitrator to act in place of and with the powers of an Arbitration Board. In the event the parties cannot agree on the selection of the single arbitrator, the parties will submit a joint request to the Ministry of Labour to make an appointment. In this case the parties shall be equally responsible to pay the fees and expenses of the single arbitrator. No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance without the consent of both parties.
- 33.15 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties.
- (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.
- (c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.
- (d) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.
- (e) A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

ARTICLE 34 - RETIREMENT GRATUITY

- 34.01 An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last day of hire and who retires for any of the following reasons shall be entitled to a Retirement Gratuity calculated in accordance with Article 34.05:
- (a) Becoming eligible for a pension as defined by O.M.E.R.S. or T.P.P. (upon submission of proof that pension payments will commence within two (2) months of termination).
- (b) Is 55 years of age or greater at the time of retirement and elects to defer their pension benefits until a later date.

(c) Permanent disability as defined by O.M.E.R.S. or T.P.P.

(d) In the event that an employee dies, the entitlement of the retirement gratuity shall be paid to the estate of the employee or designated beneficiary.

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

34.03 An employee who resigns for any reason and is later rehired shall be considered a new employee for Retirement Gratuity benefits from the last date of hire.

34.04 The retirement gratuity shall be paid in full within one (1) month following the date of retirement, or in a manner mutually agreeable to the employee and the Employer.

34.05 (a) For twelve (12) month employees, the retirement gratuity referred to above shall be calculated as follows:

Number of Years Service (Max. 20)	x	Salary Rate of Employee at Retirement	x	Number of Days of Accumulated Sick Leave (Max. 240)
<u>20</u>		<u>2</u>		<u>240</u>

(b) For eleven (11) month employees, the retirement gratuity referred to above shall be calculated as follows:

Number of Years Service (Max. 20)	x	Salary Rate of Employee at Retirement	x	Number of Days of Accumulated Sick Leave (Max. 220)
<u>20</u>		<u>2</u>		<u>220</u>

(c) For ten and one-half (10.5) month employees, the retirement gratuity referred to above shall be calculated as follows:

Number of Years Service (Max. 20)	x	Salary Rate of Employee at Retirement	x	Number of Days of Accumulated Sick Leave (Max. 210)
<u>20</u>		<u>2</u>		<u>210</u>

(d) For ten (10) month employees, the retirement gratuity referred to above shall be calculated as follows:

$$\frac{\text{Number of Years of Service (Max. 20)}}{20} \times \frac{\text{Salary Rate of Employee at Retirement}}{2} \times \frac{\text{Number of Days of Accumulated Service}}{200}$$

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

(f) (i) "Salary rate" for the purposes of determining the gratuity shall mean the annual rate of pay paid to the employee as of the date of retirement; or

(ii) Where an employee retiring is on a part-time leave of absence, salary rate shall mean the salary paid by the Employer for the employee's last working day, adjusted to reflect the equivalent full-time rate.

(iii) In the event that the employee is granted an extension of employment beyond the employee's normal retirement date, the annual rate paid to the employee as of the end of the month in which the employee reaches age 65; or

(iv) In the event that the employee retires while receiving Long Term Disability Insurance benefits, Workplace Safety Insurance benefits or such leave during which the employee is not receiving direct salary payment by the Employer, the last salary rate paid to the employee prior to the commencement of such leave.

34.06 "Service" for the purposes of determining the gratuity shall be calculated as being equal to the number of continuous years of active paid regular employment with the OCDSB and one of its predecessor boards (i.e. the Ottawa Board of Education or the Carleton Board of Education). Periods of leave without pay shall not break the continuous years of service, however, such periods will not be included in the calculation for the purposes of eligibility for a gratuity or in the calculation of a gratuity.

ARTICLE 35 - ~~SELF-FUNDING~~ -

35.01 The Employer agrees to make available a self-funded leave plan operated and administered by the Employer in accordance with the provisions of the Income Tax Act and Regulations made under the Act le employees to take a one year leave of absence without pay, with full accrual of seniority,

the right to continue participation in benefits, and provide for the deferral of pay over a set number of years leading up to the leave year.

35.02 General Terms and Conditions

- (a) The Employer shall be responsible for accruing and distributing any monies required to permit the averaging of income by the employee. The payment of salaries, benefits and **O.M.E.R.S.** pension plan contributions shall be such that the Employer is not required to pay more money than it would have been required to pay for the period(s) of active employment.
- (b) The conditions for leave, under Article 14 (Leaves of Absence without Pay), including the provision for the continuation of benefits, will apply to a self-funded leave, where applicable.
- (c) Leave of absence will only be granted upon the written recommendation of the Director of Education or designate. Participation in the plan shall not be unreasonably denied by the employer.
- (d) In accordance with the provisions of **OMERS** an employee may purchase credit for the period of absence but must assume the **full** cost of the credit purchase.

35.03 Application Procedures

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

35.04 Financial Arrangements

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement in writing between the employee and the

Superintendent of Financial Services. The amount of funds to be deducted in each year shall not exceed thirty-three and one-third (33 1/3%) of the member's gross salary.

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

35.05 Plan Withdraw@!

- (a) An employee may apply to withdraw from the plan up to 1 March of the year prior to the September in which the leave is scheduled to commence. Subsequent applications for withdrawal in the year preceding the leave may be granted in urgent or extenuating circumstances. If the placement of the employee in the system effective 1 September requires another employee to be declared on layoff, the employee may be required to take the leave as previously agreed.

- (b) In the event of withdrawal from the plan, or in the event the employee is declared redundant or resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, will be paid to the member in one lump sum within sixty (60) calendar days of notice of withdrawal.

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

35.07 Leave Year

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

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

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

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

ARTICLE 36 - PROFESSIONAL DEVELOPMENT

36.01 By 30 September each year the Employer will provide to the Bargaining Unit \$ IO per FTE for the purposes of professional development to be matched by the Bargaining Unit by the same date.

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

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

- 36.02 (a) The Employer shall allow the Union to sponsor Employer-approved education functions such as seminars, workshops, lectures, etc., to be held on the Board's premises during the employees' lunch period or following the regular working day, and on Employer designated Professional Development Days.
- (b) Subject to the approval of the Employer, Union employees may attend at least one system-wide Union sponsored Professional Development Day. If the professional development activity falls within the employee's regularly scheduled work hours, the Employer will pay the employee as if in continuing employment for such approved day(s).
- (c) In the event that an employee does not participate in the P.D. Day activity they shall work their regularly scheduled hours.
- 36.03 Where the Employer requires an employee to take an education course to upgrade or acquire new employment qualifications, such employee shall not lose regular pay or any other rights or benefits under the Collective Agreement because of necessary absence from work due to participation in such course. The Employer shall pay the full cost of such course which is successfully completed by the employee.

ARTICLE 37 - HUMAN RESOURCES FILES

- 37.01 (a) An employee shall have access during normal business hours, or such other time as may be arranged, to the Human Resources files and records that relate to the employee. Such access shall be granted upon reasonable prior notice and in the presence of a Human Resources Officer or other person(s) designated by the Director of Education.
- (b) An employee shall receive a copy of any documentation placed in **his/her** Human Resources **file** which may raise an issue of concern with respect to performance or be detrimental to the employee.

An employee shall have the right to respond in writing to any document contained in or to be placed in the employee's Human Resources file or records. The written response by the employee shall become part of the employee's permanent Human Resources record.

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

- 37.02 Access to and the disclosure of any personal information on an employee shall be governed by the provisions of the Ontario Municipal Freedom of Information and Protection of Privacy Act.
- 37.03 If an employee disputes the accuracy or completeness of any information in his/her file, the employee may make application in writing to the Director of Education, or designate, to have the information corrected. A copy of the employee's letter will be placed in the employee's file. Where the parties agree that the information is inaccurate, it shall be corrected.

ARTICLE 38 - GENERAL

38.01 Harassment

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

38.02 Inclement Weather

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

38.03 Travel and Compensation


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

Regular full-time or part-time employees of the **MacSkimming** Natural Science School who drive from or through the Ottawa-Carleton District School Board jurisdiction on their way to work are to be compensated at the Board-wide rate per kilometer as approved by the Employer for all kilometers actually **traveled** from the boundary of the Ottawa-Carleton District School Board (maximum distance of 4 kilometers each way) with such compensation to be limited to one round trip per day.

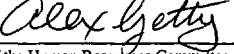
- 38.04 All correspondence between the Employer and the Union arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Human Resources and the President of the Union.
- 38.05 The Employer shall ensure **that** this Agreement will be available on its internal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

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES, AS OF THIS DAY OF OCTOBER AD 2000, IN THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON.

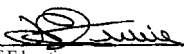
THE
OTTAWA-CARLETON DISTRICT SCHOOL BOARD



Chair of the Board



Chair of the Human Resources Committee

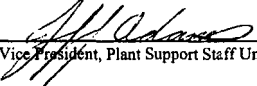


Director of Education

THE
PLANT SUPPORT STAFF UNIT
(OSSTF DISTRICT 25)



President, Plant Support Staff Unit



Vice President, Plant Support Staff Unit



Chairperson of the Negotiating Team
Plant Support Staff Unit

APPENDIX A

SALARY SCHEDULE

CUSTODIAL POSITIONS							
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Custodian/ Floater Custodian	\$25,319	\$26,375	\$27,472	\$28,619	\$29,813	\$31,053	\$32,34
Lead Hand/ Replacement Custodian	\$29,684	\$30,740	\$31,837	\$32,984	\$34,178	\$35,418	\$36,71
Chief Custodian (Elementary Schools) (0 - 4000 sq. m.) Grounds Co-ordinator	\$31,679	\$33,000	\$34,374	\$35,805	\$37,297	\$38,850	\$40,47
Chief Custodian (Elementary Schools) (4001-10,000 sq. m.) Assistant Supervisor of Maintenance and Custodial Services (Macskimming)	\$32,361	\$33,708	\$35,112	\$36,576	\$38,100	\$39,686	\$41,34
Chief Custodian (includes All Secondary Schools and remaining Elementary Schools (10,001+ sq. m.)	\$34,176	\$35,601	\$37,082	\$38,629	\$40,237	\$41,915	\$43,66
Part-time Custodian	\$25,319 plus 6% in lieu of vacation						
CAFETERIA/KITCHEN POSITIONS							
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Basic Studies Technician/ Technologies Studies Technician	\$20,545	\$21,401	\$22,292	\$23,220	\$24,188	\$25,196	\$26,246
Cashier/Kitchen Helper	\$11.99 per hour						
Assistant Chef/ Cafeteria Manager	\$13.44 per hour						

TRADES AND MAINTENANCE POSITIONS							
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Small Engine Mechanic	\$25,319	\$26,375	\$27,472	\$28,619	\$29,813	\$31,053	\$32,347
Building Tradesperson Glazier/Metal Mechanic Vehicle Mechanic	\$31,679	\$33,000	\$34,374	\$35,805	\$37,297	\$38,850	\$40,472
Drywall/Asbestos Plumber Electrician Instrumentation Technician Mechanical Tradesperson Locksmith Heating / Ventilation AC Technician Burner Mechanic	\$32,361	\$33,708	\$35,112	\$36,576	\$38,100	\$39,686	\$41,341
Crew Chief	Salary as per grid placement plus 7.5% responsibility allowance						
4 th Class Engineer	\$30,920						

Note: A 4th Class Engineer who, within the term of this collective agreement, upgrades his/her qualifications to those required of a Mechanical Tradesperson shall be placed at Step 1 in the Mechanical Tradesperson classification.

Casual Employees: **\$8.13** per hour plus 4% in lieu of vacation pay; or the applicable Step 1 hourly rate for job classes where the employer normally requires a regulated trades license.

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

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

IMPLEMENTATION OF SALARY SCHEDULE - APPENDIX A

1. All salaries as outlined in Appendix A will take effect on 1 September 1999 and will be implemented with retroactive payment no later than 15 December 1999.
2.
 - (a) All employees will first be placed at the appropriate step of the salary grid which represents their current annual salary. In determining the appropriate salary step, the employee will be placed at a step which is comparable and does not represent a decrease in their current annual salary. Following determination of initial placement on the grid, each employee shall be credited with two additional steps on that level of that grid. Notwithstanding the foregoing, no employee will be placed at a higher step on the grid than that which represents his/her actual experience in the position as credited by collective agreements with the predecessor boards (i.e. Ottawa Board of Education and Carleton Board of Education).
 - (b) Effective 1 September 2000 all employees placed on the grid in accordance with 2. (a) who are not at maximum on the grid will be credited with an additional step on their level of that grid. Notwithstanding the foregoing, no employee will be placed at a higher step on the grid than that which represents his/her actual experience in the position as credited by collective agreements with the predecessor boards (i.e. Ottawa Board of Education and Carleton Board of Education).
 - (c) Effective 1 January 2001 all employees placed on the grid in accordance with 2.(a) and (b) who are not at maximum on the grid will be placed at the step on the grid which represents his/her actual experience in the position as credited by collective agreements with the predecessor boards (i.e. Ottawa Board of Education and Carleton Board of Education).
3. Notwithstanding the above, where the annual salary of the appropriate salary grid is less than an employee's current salary, the employee's salary will be red-circled for as long as the employee remains in his/her current position or until the rate of pay for the position equals or exceeds that which the employee is receiving as of the date of ratification of this agreement.


4. Following placement on the appropriate salary grid in accordance with 2. above, an employee not at the maximum shall receive the next increment on his/her anniversary date of hire and each year thereafter, subject to satisfactory performance, until the maximum of the salary grid has been reached.
5. This letter of implementation shall be attached to Appendix A, Salary Schedule, and shall form a part of this Agreement.
6. Custodian employees from the former Ottawa Board of Education will be paid in accordance with the Regular Part-time employees from the former Carleton Board of Education (i.e., on time sheets).

Signed in the Regional Municipality of Ottawa-Carleton this day of October 2000.

For the
Ottawa-Carleton District School Board



Chair of the Board

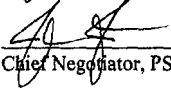


Director of Education

For the
Plant Support Staff Unit



President, PSSU



Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

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

GRANDPARENTING

1. **Supplementary Pension Plans**

The following applies to:

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

and

- (b) Part-time caretakers who were employees of the Ottawa Public School Board prior to 1 January 1970, and who are still in the employ of The Ottawa Board of Education; payments to commence upon retirement after 1 January 1975:

- (i) That a part-time caretaker who has completed twenty (20) consecutive years of service and has reached the age of sixty-five (65) years or more shall, on his/her termination of employment be granted a pension by The Ottawa Board of Education of \$50.00 per month.
- (ii) That, if a part-time caretaker has reached the age of sixty-five (65) years and has terminated his/her employment with the Board and has not completed twenty (20) consecutive years of service with the Board, the pension shall be computed and determined as set forth below. In no event, however, will a pension be paid by the Board if the years of service for any employee is less than ten (10) years.

20 consecutive years of service or more -- \$50.00 per month

19 consecutive years of service or more -- \$47.50 per month

18 consecutive years of service or more -- \$45.00 per month

17 consecutive years of service or more -- \$42.50 per month

16 consecutive years of service or more -- \$40.00 per month

15 consecutive years of service or more -- \$37.50 per month
10 consecutive years of service or more -- \$25.00 per month

2. Cafeteria/Kitchen Workers

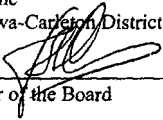
Subject to Article 25 -- Layoff and Recall, no article in this agreement shall serve to reduce the current salary, hours of work, or vacation entitlement of an incumbent employee in the following classifications:

Basic Studies Technician	Assistant Chef
Technologies Studies Technician	Cafeteria Manager
Kitchen Helper	Cashier


3. Subject to Article 25 -- Layoff and Recall, the employment status of former OBE C-1 employees with respect to hours of work, vacation, salary and duties shall remain status quo.
4. Subject to Article 25 -Layoff and Recall, the current practice, including salary, with respect to job sharing for three (3) former OBE C-2 employees shall remain in effect.
5. Employees hired prior to 1970 who, at the date of ratification, receive an annual vacation entitlement of thirty (30) days will continue to receive such entitlement.

Signed in the Regional Municipality of Ottawa-Carleton this day of October 2000.

For the
Ottawa-Carleton District School Board

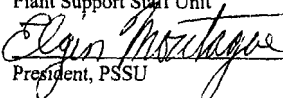


Chair of the Board



Director of Education

For the
Plant Support Staff Unit



President, PSSU



Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

and

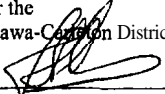
THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

TECHNOLOGICAL CHANGE

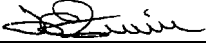
The employer agrees to discuss with the Bargaining Unit through the Labour Management Committee, major technological changes requiring significant training.

Signed in the Regional Municipality of Ottawa-Carleton this day of October 2000.

For the
Ottawa-Carleton District School Board

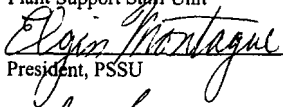


Chair of the Board

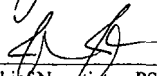


Director of Education

For the
Plant Support Staff Unit



President, PSSU



Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

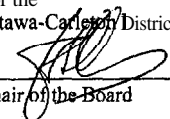
THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

CONTRACTING OUT


1. The Parties agree that, for the life of the 1 September 1999 to 31 August 2001 collective agreement only, there shall be no further contracting out of work normally performed by the classifications set out in the collective agreement.
2. No Bargaining Unit employee shall be laid off, or suffer a reduction of or a change in normally scheduled hours of work, as a result of the Board contracting out any of its work or services.
3. The Parties agree that any furtherance of contracting out of work relative to the cafeteria services currently performed by employees in the Bargaining Unit, shall only be as a result of normal attrition due to retirements, resignations, or other terminations of employees.
4. Notwithstanding exceptional circumstances (e.g., special projects, damage from acts of God, extreme vandalism, catastrophes, accidents) no person outside of the Bargaining Unit shall perform work that is currently performed by members covered by this Collective Agreement.
5. None of the above is of any force or effect as regards any existing or renewed contracts for services as of the date of ratification of this agreement.

Signed in the Regional Municipality of Ottawa-Carleton this day of October 2000.

For the
Ottawa-Carleton District School Board



Chair of the Board

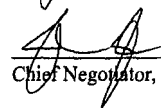


Director of Education

For the
Plant Support Staff Unit



President, PSSU



Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

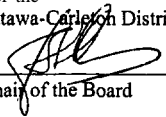
THE O.S.S.T.F. DISTRICT 25 PLANT SUPPORT STAFF UNIT

JOB SECURITY

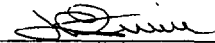
The Board agrees that no regular full-time or part-time employee who has attained nine (9) or more years of seniority as of the date of final ratification shall be laid off by the Employer during the lifetime of this Collective Agreement.

Signed in the Regional Municipality of Ottawa-Carleton this day of October 2000.

For the
Ottawa-Carleton District School Board



Chair of the Board




Director of Education

For the
Plant Support Staff Unit



President, PSSU



Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

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

SENIORITY - IMPLEMENTATION PROCEDURE

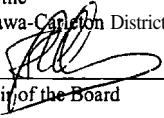
1. The seniority lists for the former Ottawa Board Plant Support Staff Unit and the former Carleton Board Custodial, Maintenance and Plant Unit shall be combined to form one seniority list for the OSSTF Plant Support Staff Bargaining Unit.

Such lists will be combined with the seniority date for each employee as of the date of ratification of this collective agreement.
2. Where seniority is equal, ties will be broken by a selection by lot which will be a permanent ranking except in cases where an employee's seniority accumulation changes in accordance with Article 28 (Seniority) following the date of ratification of the Collective Agreement.
3. Within one month of ratification of this collective agreement the Board shall post a copy of the new seniority list in each work location.
4. Two copies of the new seniority list will be provided to the Bargaining Unit President. An alphabetical list will also be provided to the Bargaining Unit President.
5. Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting of the list. If no complaint is received within that time following any amendment required, then the list is deemed to be accurate.

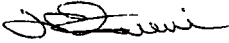
6. The Union shall provide to the Board a list of members employed by the former Carleton Board of Education who have been on LTD for more than two (2) years. Such employees shall have their seniority date changed to reflect the inclusion of such time on LTD.

Signed in the Regional Municipality of Ottawa-Carleton this day of October 2000.

For the
Ottawa-Carleton District School Board



Chair of the Board




Director of Education

For the
Plant Support Staff Unit



President, PSSU



Chief Negotiator, PSSU

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

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

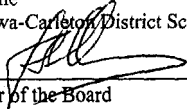
SIGNING BONUS

The parties agree that, as soon as possible following **final** ratification of the Collective Agreement, a lump sum payment of **\$500.00** shall be added to the salary cheque for each regular full-time member of the bargaining unit on staff as of the date of **final** ratification of this agreement whose salary has not been affected by the Collective Agreement.

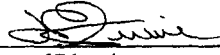
Effective September 1, 2000 an additional lump sum payment of **\$300.00** shall be added to the salary cheque for each regular full time member of the bargaining unit on staff as of the date of final ratification of this agreement whose salary has not been affected by the Collective Agreement.

Signed in the Regional Municipality of Ottawa-Carleton this day of October 2000.

For the
Ottawa-Carleton District School Board

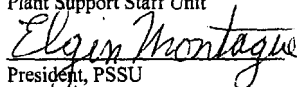


Chair of the Board

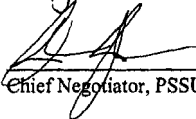


Director of Education

For the
Plant Support Staff Unit



President, PSSU



Chief Negotiator, PSSU