

The Ottawa-Carleton Catholic School Board

CUPE, Local 2357

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## **DEFINITIONS**

### **Employer:**

The Employer is defined as the Ottawa-Carleton Catholic District School Board.

### **Employee:**

An employee is defined as a person employed by the Ottawa-Carleton Catholic District School Board and governed by the terms of this Agreement. There are four (4) types of employees:

#### **1. Permanent Full-time Employees**

Employees appointed on a permanent basis by the Board to work thirty-five (35) hours per week, in accordance with Article 4:03 – Work Year.

#### **2. Permanent Part-time Employees**

Employees appointed on a permanent basis by the Board to work less than thirty-five (35) hours per week, in accordance with Article 4:03 – Work Year.

#### **3. Casual Employees**

Employees hired on an hourly basis, as required by the Employer, as a replacement for a specific employee for a period not exceeding six months or for any other casual assignments, as determined by the Employer, not exceeding six (6) months.

#### **4. Term Employees**

Those who are employed for a minimum of six (6) months, up to a maximum of two (2) years continuous service in one assignment, as a replacement for a specific employee who is absent due to pregnancy/parental leave, extended sick leave, Workplace Safety Insurance Board leave, long term disability, approved leave of absence with or without pay or for any other special term assignment, as required by the Employer. The Employer shall notify the Union two (2) weeks in advance in the event that special term assignments are required. The term may be extended to a maximum of one (1) year with the mutual consent or agreement of the Employer, the Union and the term employee.

### **Terminology**

Gender terms may apply: where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.

## **ARTICLE 1 – PURPOSE**

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to provide a mechanism for the prompt and equitable resolution of differences and disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 – RECOGNITION**

### 2:01 a) Bargaining Unit

The Employer recognizes CUPE Local 2357, as the sole and exclusive collective bargaining agent for all of its secretaries, clerks, technicians and educational support staff save and except:

- Supervisors
- Persons above the rank of Supervisor
- Two (2) Recording Secretaries
- Secretary to the Director of Education
- Secretary to the Deputy Director
- Secretaries to Superintendents
- Human Resources Department Employees
- Secretary to Manager of Finance
- French Second Language Monitors
- Students employed during the Summer school vacation period
- High school students employed on co-operative work programmes
- Persons covered under subsisting collective agreements
- Data Processing Supervisor

b) Casual Employees

Casual employees are covered under the following provisions of the collective agreement only:

- Purpose
- Recognition
- Management Rights
- Overtime
- Grievance Procedure
- Communications
- No Strikes or Lock Outs
- Salary Scale - minimum rate of pay in appropriate classification

c) Term Employees

It is agreed by the Parties that the following articles will apply to term employees:

- Purpose
- Recognition
- Management Rights
- Sick Leave
- Communications
- Salary Scale - minimum rate of pay in appropriate classification
- No Strikes or Lock Outs
- Grievance Procedure
- Overtime
- Benefits:
  - 10 Month employees:
    - a) When a temporary employee is hired for a period which is expected to run at least six months, the employee shall be made Term from the first day of work and is entitled to \$35 per month in lieu of benefits.
    - b) If a temporary employee is hired as a casual and then becomes a Term, a retroactive payment of \$35 for each complete month shall be paid back to their original start date in the assignment. A complete month shall be defined as having worked at least eleven (11) consecutive days in the same assignment in the first and last month of the assignment.
    - c) All 10 month term assignments terminate at the end of the school year.
  - 12 Month employees:
    - Partial benefits after six months (extended health and life insurance)

d) Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit except in cases agreed to by the Union.

2:02 a) Membership

All employees who are members of the Union upon the signing of this Agreement shall remain members of the Union effective the first date of hire. All new employees hired subsequent to the signing of this agreement shall become and remain members of the Union within thirty (30) calendar days of employment. An initiation fee, as determined and amended by the Union from time to time, shall be collected from each new employee by the Board.

b) No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative(s) which may conflict with the terms of this collective agreement.

2:03 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to employees, in matters of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise, by reason of activity or lack of activity in the Union or any of the prohibited grounds enumerated under the Human Rights Code of Ontario as amended from time to time.

2:04 Check-Off of Union Dues

- a) The Employer agrees to deduct from each employee covered by this collective agreement any dues, initiation fees or assessments levied by the Union on its members.
- b) Deductions shall be made from each pay of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 7<sup>th</sup> day of the month following the month in which the deductions were made, accompanied by a list of the names of employees from whose wages the deductions have been made and the amounts of each deductions and the member's salary. A copy of that list shall also be sent to the Local Union President. The Board shall provide twice per year a list of CUPE 2357 member names and mailing addresses in the months of October and February of each year.
- c) The Union shall provide, in writing, a list of the amount of such dues, initiation fees and/or assessments and 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 deduction and remittance of dues, initiation fees and/or special assessments by the Employer pursuant to this Article.

- d) The Union shall notify the Employer of any changes to dues, initiation fees and assessments two (2) weeks prior to the implementation.
- e) At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.
- f) Upon written request of the CUPE Local 2357 President, the Employer shall provide the Union with a list of the classification and status of all its members up to two (2) times annually.

2:05 National Representative of CUPE

A) The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

b) Such National Representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, provided such representative requests and receives such permission from the Superintendent of Human Resources or designate. Permission shall not be unreasonably withheld.

2:06 Stewards

- a) The Employer acknowledges the right of the Union to appoint not more than a total of fifteen (15) stewards from various areas. The Union shall notify the employer in writing of the name of each steward and his/her area of responsibility before the employer shall be required to recognize him/her.
- b) A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor.

**ARTICLE 3 – MANAGEMENT RIGHTS**

3:01 Except as, and to the extent specifically modified by this Agreement, all managerial rights and prerogatives are retained by the Employer and remain exclusively and without limitation within the right of the Employer provided, however, the Employer agrees that any exercise of these rights and powers, in conflict with any of the provisions of this agreement, shall be subject to the provisions of the grievance procedure.



## **ARTICLE 4 – WORK SCHEDULE**

### 4:01 Hours of Work

- a) The normal work week for all full-time employees shall consist of five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five (35) hours per week, exclusive of an unpaid lunch period.
- b) The normal work week for permanent part-time employees shall be seven (7) hours or less per day from Monday to Friday exclusive of unpaid lunch periods, for a total of less than 35 hours per week. The normal work day for permanent part-time employees shall be scheduled by the Employer.
- c) The regular work day shall not commence before 7:30 a.m., and finish no later than 5:00 p.m. and shall include an unpaid and uninterrupted lunch period. The lunch period shall be regularly scheduled to reflect a minimum of 30 minutes and up to a maximum of 60 minutes, between the hours of 11:00 and 14:00 hours. A minimum of 30 minutes of uninterrupted lunch shall be provided in accordance with the Employment Standards Act.
- d) All school board Administrative Departments must be covered for the core period between 9:00 a.m. and 4:00 p.m. exclusive of the lunch period.

### 4:02 Break Periods

- a) Permanent full-time employees will be permitted a fifteen (15) minute rest period in each half of the normal scheduled day at a time to be decided by the Employer.
- b) Permanent part-time, term and casual employees working continuously for a period of three and one half (3.5) hours will be entitled to a fifteen (15) minute rest period as above.
- c) Employees working more than five (5) consecutive hours shall have an unpaid lunch period as per 4:01c) above.

### 4:03 Work Year

- a) Teaching Assistants, which shall include Job Coaches, Interpreters and ESL Assistants: The school year (approximately ten (10) months) plus one (1) day, to be scheduled at the discretion of the School Principal, prior to the start of the school year. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid by time sheet only at the employee's regular rate of pay.

- (b) Developmental Assistant/Specialist, Special Assignment Assistants and Interveners: The school year (approximately 10 months) plus one (1) day, to be scheduled at the discretion of the School Principal, prior to the start of the school year. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid by time sheet only at the employee's regular rate of pay.

The employer will endeavour, where financially viable, to offer the summer program.

- c) Elementary School Support Staff: The School Year (approximately 10 months) plus five (5) working days immediately prior to the start of the school year unless otherwise agreed upon by both employee and supervisor. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid by time sheet only at the employee's regular rate of pay.
- d) Secondary School Support Staff: The Head Secretary, the Guidance Secretary, the Library Technician plus one other secretary, in each High School, shall be designated as twelve (12) month employees. All other support staff shall be designated as eleven (11) month employees with four consecutive weeks off, without pay, in the summer to be scheduled at the discretion of the School Principal.
- (e) I) Adult School: Adult School secretaries shall be ten (10) month (normally September to June) employees. The work year shall commence on the first day of school and end on the last day of school. The Employer will endeavour, where financially viable, to offer the August adult ESL program.
- II) In addition, where the employer determines that the summer Adult ESL school will be open, the summer session will be offered to the ESL Adult secretaries according to seniority. Employees must indicate in writing to their site supervisor by June 1<sup>st</sup> if they are available for full time work in the summer.
- (f) All Administrative support staff and St. Nicholas Adult School: The work year is defined as a 12-month position.

NOTE: The school year shall be as defined by the Ministry of Education and Training from year to year, in accordance with the Education Act.

4:04 Nothing in this collective agreement shall be construed as guaranteeing minimum or maximum hours of work.

4:05 The Board recognizes that supervision of students is a responsibility of the whole teaching partnership and shall work to ensure that there is equal distribution of supervisory duties scheduled for all Educational staff.

#### **ARTICLE 5 – OVERTIME**

5:01 All overtime must be authorized in advance by the employee's appropriate supervisor (Superintendent/Manager/School Principal) and forwarded for payment.

5:02 Hours worked within the bargaining unit, in excess of 35 hours per week, Monday to Friday, will be considered as overtime. All hours worked by an employee in excess of seven (7) hours per day shall be compensated at the appropriate overtime rate.

5:03 The Board shall attempt to keep overtime to a minimum while there are available employees on lay-off able to perform the work.

#### 5:04 Call Back Pay

a) Any employee recalled to work after the completion of his regular shift shall be paid for not less than three (3) hours at the rate of one and one-half (1.5) times the employee's regular straight time rate of pay.

b) An employee called in to work on their day off shall be paid no less than three (3) hours at the appropriate rate of overtime.

5:05 In the event that an employee is required to work more than three (3) consecutive hours of overtime in any given day, the employee will be provided with a meal or an allowance in accordance with Board policy.

5:06 Instead of cash payment for approved overtime, an employee may be granted time off at the appropriate overtime rate at a time to be mutually agreed upon. Employees may earn up to a maximum of five (5) days of lieu time off per calendar year.

#### 5:07 Overtime Rates

a) Time and one half (1.5) for work performed on a week day and/or Saturday.

b) Double time (2) for work performed on a Sunday or a Statutory holiday.

5:08 Employees unable to use all of their accumulated overtime must submit no later than January 15<sup>th</sup> of each year a request for cash payment for such unused overtime.

5:09 Where a make-up time program has been agreed to by the parties, such time shall be worked at straight time.

**ARTICLE 6 - SICK LEAVE**

6:01 All permanent full-time, permanent part-time and term employees shall earn sick leave on the basis of two (2) days (pro-rated for part-time staff) per completed month worked. The unused portion of an employee's sick leave shall accrue from year to year to a maximum of two hundred and forty (240) days.

6:02 An employee is eligible for sick leave with pay when he/she is unable to perform his/her duties because of personal illness or injury or requires personal medical treatment or examination, and provided that:

- i) the employee has unused sick leave credits
- ii) the employee is not on other leave, without pay, under suspension, or on lay-off
- iii) the employee is not eligible for benefits under the Workplace Safety Insurance Board

6:03 Proof of Illness/Fitness

a) i. An employee may be required to produce a certificate from a medical practitioner for any illness in excess of four (4) consecutive working days, certifying the reasons why the employee was unable to carry out her duties. A medical certificate may be requested from the employee for any length of sick leave if prior written notice is given to the employee. This requirement will be reviewed on an annual basis.

ii. The employer may require a medical examination by a doctor of the employer's choice, at the employer's expense.

b) When an employee is aware that he/she will be absent for a period of two (2) weeks or more, he/she may be required to provide a medical certificate indicating the probable date of return within five (5) working days of the beginning of the absence.

c) An employee who is on extended sick leave for which a medical certificate has been submitted prior to the annual leave commencing will remain on sick leave.

d) If an employee fails to submit a medical certificate when required within five (5) working days of his/her return to work, the days of absence shall be processed as leave without pay. The Board reserves the right to request a medical certificate prior to an employee's return to work in the case of a long term absence.

6:04 If an employee has used all accumulated and current sick leave credits, and has an illness which carries over into a new leave period, the allowance for that new period will not be credited to the employee until the employee returns to work.

- 6:05 Employees shall not accrue sick leave while away on a leave of absence without pay for more than thirty (30) days for any reason, or are laid off, however, such employee shall retain the sick leave credits accumulated prior to the leave.
- 6:06 By March 31<sup>st</sup> of each year, the employer shall advise each employee, in writing, of the amount of sick leave accrued to his/her credit.
- 6:07 An employee who is injured in the course of duty and receives indemnity from the Workplace Safety Insurance Board shall be entitled to any difference between the amount of the award and the regular salary to the limit of the accumulated sick leave credit multiplied by the employee's daily rate.
- 6:08 Personal medical and/or dental appointments should normally be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize work-time lost and should notify his/her immediate supervisor at least three (3) working days prior, except in emergency situations.
- 6:09 A deduction shall be made from accumulated sick leave on all normal working days or part thereof absent for sick leave, personal medical or dental appointments.

#### **ARTICLE 7 – VACATION LEAVE**

7:01 a) Accumulation of Leave

Permanent full-time employees shall accumulate annual leave on the following basis:

<u>Continuous Service</u>	<u>Days Vacation Leave Per</u> <u>Month</u>
0 - 5 years	1.25 days
6 - 7years	1.33 days
8 years	1.50 days
9 - 12 years	1.66 days
13 years	1.75 days
14 years	1.83 days
15 years	1.92 days
16 years	2.00 days
17+ years	2.08 days

- (b) The Parties agree that days will be rounded up to the next quarter (.25) days.

- c) Vacation leave days are earned at the appropriate rate above for each month worked in which an employee has received at least seven (7) days pay. Pregnancy/parental leave in accordance with the Employment Standards Act shall be credited with vacation leave days earned at the appropriate rate for each month on leave.
- (d) Permanent part-time employees shall receive a pro-rated amount of annual leave based on (a) above.
- (e) Casual and Term employees shall be paid a vacation pay allowance calculated at 4% of their gross earnings on a bi-weekly basis.

7:02 The vacation leave entitlement described above shall be used for the Christmas and March breaks for school based support staff. Additional vacation time for such staff should normally be scheduled during the summer months, when the summer program is not in session, or during Professional Activity Days at the discretion of the Supervisor.

- 7:03 (a) Employees are encouraged to take vacation leave in the appropriate calendar year; however, they may carry over up to five (5) days vacation leave automatically into the next calendar year. Employees will be paid for any days over and above the five (5) days which have been carried over. Should an employee wish to carry over in excess of five (5) days, a written request must be made to the employee's supervisor by December 31<sup>st</sup>.
- (b) By March 31<sup>st</sup> of each year, the Employer shall advise each employee, in writing, of the amount of annual leave to his/her credit.

7:04 In order to maintain an efficient operation, the determination of vacation schedules shall be at the discretion of the Employer. In this regard, 12 month employees are encouraged to take their vacation leave during the months of July and August and employees must submit to their Supervisor by May 1<sup>st</sup>, the preferred vacation dates. However, it is recognized that an employee may be granted a vacation leave outside of July and August, provided that he/she gives reasonable notice (30 calendar days minimum). Subject to operational requirements, service with the Board shall be the determining factor where there is a conflict in vacation requests.

7:05 When the employment of an employee terminates for any reason, the employee or his/her estate shall be entitled to payment of wages, based on the employee's most recent salary, in lieu of earned but unused vacation.

7:06 When an employee requires emergency medical attention or is hospitalized while on vacation leave, there shall be no deduction from vacation credits for the period of time the employee required ongoing medical attention (of an emergency nature) or is hospitalized.

These absences, if approved, will be covered under Sick Leave provisions provided the hospitalization or emergency medical attention is substantiated by a medical certificate upon return from the scheduled vacation leave and provided the employee has sufficient sick leave credits to cover the absences.

## **ARTICLE 8 – LEAVES**

a) Emergency or Compassionate Leave:

Leave with pay for “other eventualities” of an emergency or compassionate nature (i.e., care of family member) and without loss of seniority may be granted to employees at the discretion of the employer up to a maximum of three (3) days per calendar year.

b) Personal Leave:

One (1) day of additional leave with pay may be granted in any calendar year for personal family related reasons (i.e. graduation, immediate family wedding, personal marriage), with the approval of the appropriate Superintendent. This leave shall not be used for vacation purposes.

c) Child Care Leave:

For illness of the employee’s child(ren) up to two (2) days of leave per annum.

All requests under this article must be submitted in writing to the appropriate Superintendent at least two (2) weeks prior to the date of the requested leave, except in emergency situations.

## **ARTICLE 9 - PERSONAL LEAVE WITHOUT PAY**

- 9:01 Personal leave without pay, not exceeding one year, and without loss of seniority, may be granted to employees who have a minimum of three (3) years of continuous permanent service with the Board, at the discretion of the Employer. Requests for such leave shall be made to the Superintendent of Human Resources, with a copy to the immediate supervisor. Requests for such leave shall be made in writing at least two (2) months in advance of the commencement of the leave and must set out the reasons for the leave. Where possible, the Employer shall reply to the request at least four (4) weeks prior to the commencement of the leave. Exceptions to these timelines may be made to deal with emergency situations. Employees who are granted personal leave in excess of thirty (30) calendar days shall be entitled to continue their benefit coverage, at full cost to the employee, and subject to the provisions of the insurance contract.
- 9:02 Sick leave and annual leave shall not accrue during such leave. The Board agrees to place to the employee’s credit, upon return to duty, the accumulated sick leave and vacation leave credits which had been earned up to the time the leave of absence commenced.

- 9:03 Employees shall be reinstated following return from personal leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

**ARTICLE 10 - BEREAVEMENT LEAVE**

- 10:01 An employee shall be granted up to three (3) consecutive working days in the event of the death of the employee's mother, step-mother, father, step-father, mother-in-law, father-in-law, brother, sister, spouse, partner, child, step-child.
- 10:02 An employee shall be granted up to two (2) consecutive working days in the event of the death of the employee's grandchild, grandmother or grandfather.
- 10:03 An employee shall be granted one working day in the event of the death of the employee's uncle, aunt, son-in-law, daughter-in-law, brother-in-law, sister-in-law, nephew or niece.
- 10:04 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Superintendent of Human Resources or his/her designate may grant additional bereavement leave.

**ARTICLE 11 - LEAVE WITHOUT PAY FOR UNION BUSINESS**

11:01 General Leave

- a) The Employer may grant, subject to operational needs, leave without pay to an employee(s) elected or appointed as an officer of the Union for the purpose of transacting business on behalf of the Union. Such leave must be requested, in writing, to the Superintendent of Human Resources a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.
- b) During the period of such leave, the Board shall maintain the salary and benefits of the employee and CUPE shall reimburse the Board 100% of the costs of salary. Where such leave exceeds twenty (20) consecutive working days, CUPE shall reimburse the Board for 100% of the costs of salary and benefits, including the Employer portion of the benefits. The billing shall normally be done on a monthly basis.

11:02 CUPE President Leave

- (a) The Employer shall grant a leave of absence without pay and without loss of seniority, to one employee elected or appointed to the position of CUPE President, on a permanent full-time or part-time basis. Such leave shall be renewed every two years upon request during his/her term of office. Such request shall be submitted to the Superintendent of Human Resources a minimum of six (6) weeks prior to the date of leave.
- (b) During the period of such leave, the Board shall maintain the salary and benefits of the CUPE President and CUPE shall reimburse the Board 100% of the costs of salary and benefits, including the Employer portion of benefits.



- 11:03 Sick leave and annual leave shall continue to accumulate during the period of the leave of absence. Monthly sick leave reports must be submitted to the Human Resources Department. Annual leave which has accrued while on CUPE President leave must be taken prior to returning to employment with the Board. Annual leave which has accrued while on CUPE President leave and not taken prior to returning to employment with the Board must be reimbursed to the employee by the Union. Upon return to employment, the Board shall place the employee in a position equivalent to the one held prior to the leave and shall credit the employee with any annual leave accrued to the commencement of the leave. Vacation leave will be adjusted in accordance with the employee's length of service upon return to employment.

## **ARTICLE 12 - PREGNANCY AND PARENTAL LEAVE**

### Pregnancy Leave

- 12:01 (a) Employees who are pregnant and who have been employed with the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for a fifty-two (52) week period commencing on the date requested by the mother to commence leave or the date of birth (whichever is first).
- (b) Pregnancy leave may be granted, subject to the approval of the Superintendent of Human Resources, to an employee who does not meet the requirements established above.
- (c) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date the leave is to begin. The date chosen for commencing leave must be no more than thirty-five (35) weeks prior to the expected date of birth as confirmed by the woman's physician.
- (d) In the event of complications with the pregnancy or because of the birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the Employer with a certificate from her physician stating the expected birth date of the child.
- (e) Upon written request, pregnancy leave will be extended for a combined total of one (1) year. This leave may be further extended by up to one year subject to the Board's approval.
- (f) The pregnancy leave of an employee ends fifty-two (52) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees are not required to return to work earlier than six (6) weeks from the date of delivery, still-birth or miscarriage.

### 12:02 Parental Leave

- (a) An employee who has been in the employ of the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to an unpaid parental leave for up to fifty-two (52) weeks following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.

- (b) Parental and Adoption leave may be granted, subject to the approval of the Superintendent of Human Resources, to an employee who does not meet the requirements established above.
- (c) The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee is required to provide the Employer with such earlier date of leave. The parental leave begins on the day the employee stopped working.
- (d) Employees who have taken a pregnancy leave and who wish to also take a parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (e) Fathers who wish to take a parental leave must commence such leave no more than fifty-two (52) weeks after the day the child was born.
- (f) Parental leave ends fifty-two (52) weeks after it began or on an earlier date if the employee gives the Employer at least four (4) weeks written notice of that date.

12:03 General Provisions

- (a) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.
- (b) Employees entitled to the pregnancy and parental leave in accordance with the Employment Standards Act are entitled to continue participation in their employee benefits package. The Employer shall pay its share of the employee group benefits during pregnancy and parental leave in accordance with the Employment Standards Act, providing the employee pays her share of the premiums. Employees who are on extended leave beyond that provided by the Employment Standards Act may continue benefit coverage at 100% of the premium cost unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution during the leave period. Such notice must be received by the Employer within thirty (30) days of commencement of leave.
- (c) Seniority in accordance with Article 18 of the collective agreement shall continue to accrue during pregnancy and parental leaves.
- (d) Annual leave will accrue during a pregnancy and parental leave taken in accordance with the Employment Standards Act.
- (e) Sick leave will not accrue during a pregnancy and parental leave.
- (f) Employees taking leave in accordance with the Employment Standards Act shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer if the position no longer exists.

- (g) Employees taking leave in excess of the Employment Standards Act shall be reinstated following return from pregnancy or parental leave in a comparable position at the rate equal to the wages most recently paid by the Employer if the position no longer exists to that held prior to commencing leave.

**ARTICLE 13 - SELF-FUNDED LEAVE (X OVER Y PLAN)**

13:01 The X Over Y Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence without pay and, through deferral of salary, to finance the leave. The Plan allows an employee to work “X” years over a “Y” year period with one (1) year’s leave in the final year of the Plan.

13:02 The employee, in application, shall indicate the “X” and “Y” components desired. However, the final determination of the “X” and “Y” components shall be made with the approval of the Superintendent of Human Resources and in accordance with the total Plan’s requirement for a balance between leaves commencing and leaves returning.

13:03 Qualifications

Any employee having four (4) years continuous permanent service with the Board is eligible to participate in the Plan.

13:04 Application

- a) Applications for participation in the Plan must be filed no later than January 31st of the school year prior to the school year in which the Plan will commence.
- b) Written acceptance or denial for such application will be forwarded to the employee by May 1st of the school year prior to the school year in which the Plan commences.
- c) Acceptance of an employee’s application will be at the sole discretion of the Board. Priority will be given to the requirements of the system, including staffing needs.

13:05 Implementation of the Plan

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the employee and the Board:

- a) Each employee in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the employee and the Board.
- b) An account will be established with the Ottawa-Carleton Credit Union for each participant in the Plan. The money to be deducted from each participant’s bi-weekly pay will be deposited to this account where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement between the Board and the employee.

- c) During the year of leave, the employee shall withdraw accumulated funds in the employee's account. Subject to the conditions of the insurance carrier, an employee may continue coverage of existing benefits in accordance with Article 24 for the year of leave under this Plan by paying 100% of the premiums.

13:06 Terms of Reference

- a) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.
- b) Sick leave credits will not accumulate during the year spent on leave. Upon return, the employee shall be credited with the same number of sick leave days accumulated before going on leave.
- c) Leave taken under the Plan shall be treated as a year of experience for seniority purposes only.
- d) An employee may withdraw from the Plan effective August 31<sup>st</sup>, by giving written notice to the Employer by the preceding April 1<sup>st</sup>, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding January 1<sup>st</sup>.
- e) Where it can be demonstrated to the Board by an employee who is a participant in the Plan, that a financial emergency exists, the notice period shall be waived and the accumulated funds shall be released to the employee within sixty (60) days. In the case of the death of an employee who is a participant in the Plan, the accumulated funds shall be paid to the employee's estate, providing the consents or releases required have been obtained.

13:07 Revenue Canada Contingencies

- a) The present method for making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada.
- b) The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Union and the participating employee and after the receipt of a ruling of Revenue Canada and of its terms. The participating employee will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person, that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

**ARTICLE 14 - LEAVE FOR WITNESS AND JURY DUTY**

- 14:01 In the event that an employee is required to appear for jury duty, or, as a witness in a court case to which the employee has been summoned but in which he/she is not one of the accused, such employee shall not suffer any loss in pay, benefits, leave or seniority.

The employee will notify the Employer of his/her jury or witness notice within one day of receipt of such notice. Furthermore, the employee will provide proof of the amount of time spent on jury duty or as a witness.

In the event an employee is required to serve as a court witness in a case on behalf of the Employer, such employee shall do so without loss of pay and will be compensated for all receipted parking fees, travel and per diem as per Board Policy.

#### **ARTICLE 15 - PAID HOLIDAYS**

15:01 The following shall be recognized as paid holidays and shall be paid for at the employee's regular rate subject to 15:02 below:

New Year's Day	First Monday in August
Day after New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Queen's Birthday	Boxing Day
Canada Day	

15:02 An employee shall be paid for a holiday under this article provided that the employee:

- i) works the last scheduled working day before and the first scheduled working day following the holiday,
- ii) is on the active payroll of the Employer, and not on leave of absence.

15:03 When any of the said holidays falls on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay, or an additional day's pay.

15:04 Where an employee is required to work on any of the above paid holidays, he/she shall be compensated at the rate of one and one-half (1.5) times his/her regular straight time rate of pay. In addition, the employee will receive one (1) working day off with pay at a time mutually agreed upon.

#### **ARTICLE 16 - EMPLOYEE BENEFIT PLAN**

16:01 Full-time employees and permanent part-time employees whose regular work week is twenty-five (25) hours or more shall be entitled to the following benefits:

- a) GROUP LIFE INSURANCE PLAN & ACCIDENTAL DEATH (2.5 x annual earnings) 85% paid by Employer
- b) EXTENDED HEALTH PLAN (Including Physiotherapy to \$200/year & Private coverage) 85% Paid by Employer

Vision Plan \$150 every 2 years (no deductible)

- c) DENTAL PLAN (Current - no deductible) 85% Paid by Employer
- Basic reimbursement - 100%
  - Dentures - 50% reimbursement to \$2,000/year
  - Major (crowns & bridges) - 50% reimbursement to \$2000/year
  - Orthodontic - 50% reimbursement to \$2000 Lifetime
- d) LTD Board contribution at 85% paid effective April 29, 2002.
- e) In addition to the Canada Pension Plan, every eligible full-time employee shall join the OMERS plan. The Employer and employee shall make contributions in accordance with the provisions of the plan.

**NOTE:** It is understood that, for the purpose of this article, regular full-time employees include regular employees on active payroll employed on a ten (10) month basis and who are laid off during July and August.

- f) Part-time employees who meet the criteria specified by Ontario Legislation for eligibility for pension plans shall be given the option of joining OMERS plan. Eligible employees who decline to join the OMERS plan may only join at a later date subject to the applicable OMERS acts and regulations and may not join retroactively.

Part-time employees whose regular work week is less than twenty-five (25) hours shall be entitled to the following benefits:

- a) Group Life Insurance Plan & Accidental Death 85% paid by Employer
- b) Extended Health Plan including vision 85% paid by Employer

16:02 The employer will continue to pay its share of the benefits for the summer month (s) in which the employee is without pay providing the employee pays his/her share. The deductions for the months of layoff shall be made in equal installments during the months of May and June.

16:03 The Employer agrees to provide to the CUPE President, a copy of the plan text for the benefits.

#### **ARTICLE 17 - PROBATIONARY PERIOD**

17:01 a) The probationary period for all newly hired employees shall be four (4) months.

b) After the completion of an employee's probationary period, his/her seniority shall be determined as per Article 18.

17:02 It is understood and agreed by the parties that probationary employees may be terminated at the sole discretion of the Employer. The probationary period of any employee may be extended for a further period of not more than sixty (60) days by mutual agreement.

**ARTICLE 18 - SENIORITY**

18:01 All members of CUPE Local 2357 shall have their seniority counted as of the most recent date of hire as a permanent full or part-time employee in a bargaining unit position.

18:02 (a) The seniority list will be posted on January 15<sup>th</sup> of each year and a copy will be sent to the Union. Any errors or discrepancies on the seniority list must be communicated in writing, within three (3) weeks of posting, to the Superintendent of Human Resources with a copy sent to the Union. The revised list shall be posted at each worksite and on the e-mail and a copy will be sent to the Union.

(b) The list will include the employee's name, classification and date of hire.

(c) In the event that lay-offs are required, the Board will issue an updated seniority list.

18:03 Same Seniority Date

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tie-breaker, the seniority will be determined as follows:

i) The employee's length of service in his/her current classification

ii) By lot drawn in the presence of the President of CUPE Local 2357 and the Superintendent of Human Resources or designate.

18:04 Seniority Outside The Bargaining Unit

The selections and promotions of employees to Board positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is returned to a vacant position within the bargaining unit within twelve (12) months, he/she shall be credited with the seniority accrued before the period he/she was employed outside the bargaining unit and will continue his seniority upon being re-instated to the bargaining unit.

18:05 Termination Of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident or leave of absence approved by the Employer.

An employee shall lose his/her seniority and he/she shall be considered terminated in the event that:

- i) He/she is discharged and not reinstated through the grievance or arbitration procedures
  - ii) He/she resigns in writing
  - iii) He/she is laid off for a period longer than eighteen (18) consecutive months
  - iv) He/she retires early or at the normal retirement age

## **ARTICLE 19- JOB POSTING**

### **19:01 Staffing Vacant Positions**

In the event that the Board determines a vacancy exists or creates a new bargaining unit position, the Employer shall, within ten (10) working days, post notice of such vacancy on the bulletin boards provided in the administration building and electronically post in all schools and/or work locations. Such notice shall be posted for five (5) working days with a copy to the Union.

### **19:02 Notices of vacancies shall contain the following information:**

- i) job title
- ii) the nature of the position
- iii) qualifications
- iv) required knowledge, education and experience relative to the position
- v) wages or salary rate or range
- vi) location
- vii) anticipated effective date, subject to revision

### **19:03 Employees who have completed their probationary period may apply for the new position or vacancy on the forms provided by the Employer within seven (7) working days of the commencement of the posting.**

### **19:04 Within fifteen (15) working days of the closing date, the Employer shall conduct interviews.**

### **19:05 a) The parties recognize that job opportunity should increase in proportion to the length of service. Therefore, appointments, re-assignments or promotions shall be based on the following:**

- i) qualifications and experience relative to the job
  - ii) ability to perform the job.
  - iii) seniority - where qualification and ability are equal, seniority shall govern.

b) Employees who wish to transfer laterally to the same type of position that they currently hold shall not be required to requalify. Such lateral transfer, however, shall require a satisfactory reference from their current supervisor.

c) Vacancies shall normally be filled within ten (10) days of appointment.



19:06 Staffing Temporary Positions

(a) Regular Full Time Employees:

Regular full-time employees may be considered for temporary vacancies, where the employer and the employee agree assignment to such temporary vacancy would be beneficial. The employee would revert to his/her former position at the end of the term, unless otherwise agreed to by the Union and the Board.

(b) Educational Assistants, D.S., D.A. & S.A.A.

The Board may fill temporary vacancies that become available from September without posting. The Board may draw on candidates from either (a) above, or from a casual pool of candidates. All assignments thus filled will terminate at the end of a school year.

At the end of the school year surplus staff and staff returning from leave(s) shall be notified of vacancies available and placed into positions taking into consideration qualifications and experience relative to the job, their ability to perform the job, and their preferred location. Where all the foregoing factors are equal, seniority shall govern.

Remaining vacancies shall be posted in accordance with article 19.01 and 19.02.

19:07 Trial Procedure

The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of sixty (60) working days.

In the event the successful applicant proves unsatisfactory in the position at any time during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage/salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned also to his/her former position at any time, wage or salary rate, without loss of seniority. Any new employee hired to fill such a vacancy and who has completed the probationary period shall be laid off unless another vacancy exists for which he/she is qualified; this employee would be subject to recall.

## **ARTICLE 20 - LAY OFFS AND RECALLS**

### Definition

A lay-off shall be defined as a reduction in the work force due to a lack of work or a reduction of hours in the normal scheduled work week, as per the Employment Standards Act.

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20:01 The Employer may determine and modify from time to time staff complement and to implement layoffs and recalls and to hire new employees subject to the provisions specified herein.

20:02 Advance Notice

The Employer shall notify employees who are to be laid off in accordance with the following grid:

Time in Employment	Notice Period or Pay
Less than 3 months	0 weeks
More than 3 months	2 weeks
More than 3 years	3 weeks
More than 4 years	4 weeks
More than 5 years	5 weeks
More than 6 years	6 weeks
More than 7 years	7 weeks
More than 8 years	8 weeks

Where the Employer fails to provide the above notice, payment in lieu of notice shall be given in accordance with the above grid.

20:03 In the event of a lay-off of employees becoming necessary, in any classification, this lay-off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority, in that classification, provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications, experience relative to the job and ability to do the work available and who are willing to perform the work required.

20:04 Recall from Summer Vacation

If an employee is not recalled after the summer vacation period, he/she can exercise his/her seniority rights under Article 20:03 above.

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20:05 No new employee will be hired until a person who is on lay-off and who retains seniority has been given an opportunity for recall, provided that such person has the qualifications, experience relative to the job and ability to do the work in question.

Employees who are on lay-off shall be given preference for casual assignments in their classification.

20:06 Recall Procedure

Employees shall be recalled in the reverse order of their seniority.

20:07 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 21 - DISCIPLINE PROCESS**

21:01 (a) Just Cause

An employee who has completed his/her probationary period can be disciplined or discharged but only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

(b) Right To Have A Steward Present

An employee shall have the right to have his/her steward present at any meeting with supervisory personnel involving disciplinary matters. The supervisor shall notify the employee in advance of the purpose of the meeting.

21:02 Discipline Record

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand as long as the employee has not incurred any further disciplinary action of a similar nature during this eighteen (18) month period.

21:03 Documentation of a disciplinary nature shall not be placed on an employee's file without his/her prior knowledge.

21:04 Access to Personal File

Upon giving one (1) day's notice to the Human Resources Department an employee shall be allowed to review his/her personal file in the presence of a member of the Human Resources Department. The employee shall have the right to respond in writing to any document contained therein.

**ARTICLE 22 - GRIEVANCE PROCEDURE**

22:01 For the purpose of this agreement it is agreed that Principals are the supervisors of all school support staff. Formatted

22:02 Complaints

It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible. Both parties agree that a grievance shall not be processed until the employee has discussed the issue with his/her immediate supervisor in an attempt to resolve the complaint. The supervisor shall reply immediately. The employee may have the assistance of a steward, if he/she so desires.

22:03 Definition of Grievance

A grievance under this Collective Agreement is defined as a complaint in writing by an employee concerning the interpretation, application, administration or alleged violation of the terms of the collective agreement which has been dealt with pursuant to section 21:02.

22:04 The following procedure shall be adhered to in processing grievances:

STEP ONE

The employee and/or his/her steward shall present the grievance in writing to the Superintendent of Human Resources within 5 working days of the date from which the employee became aware or ought to have become aware of the incident or circumstances giving rise to the grievance. The grievance shall contain the name of the grievor, the date upon which it was prepared, a concise statement of the nature of the complaint, the date upon which the action complained of occurred, the relevant Article and subsection of the collective agreement alleged to have been violated, the remedy sought and the signature of the grievor and the Union Steward. The Superintendent of Human Resources shall provide a written reply within fifteen (15) working days following receipt of the grievance. The Superintendent of Human Resources may arrange a meeting with the grievor who may be accompanied by his/her steward.

STEP TWO

If the grievance is not resolved at Step One, the Union may present the grievance to the Director of Education or his/her designate within 3 working days of receipt of the reply at Step One. The Director of Education or his/her designate may hold a meeting but shall provide a written reply within ten (10) working days following receipt of the grievance.

22:05 The Employer may submit a grievance to the Union within 5 working days from the date upon which the incident or circumstances giving rise to the grievance first occurred by sending the grievance to the Secretary of the Union. A meeting may be arranged between the parties to discuss the grievance. The Secretary of the Union shall reply within ten (10) working days of receipt of the grievance. If the grievance is not settled, the Employer may refer the grievance to an arbitration board as set out in Article 21 within five (5) working days of the receipt of the decision. Similarly, the Union may submit a grievance which directly affects the interest of the Union or a group of employees as a party to the collective agreement, it being understood that such grievance shall not deal with matters which are properly the subject of an individual employee grievance. Such grievances shall be sent to Superintendent of Human Resources and the same limits and procedure will apply as for Employer grievances.

- 22:06 The parties agree that during the grievance process there shall be at least one meeting, initiated by either party, prior to submitting a grievance to arbitration.
- 22:07 Grievances relating to discharge, suspension or lay-off of an employee may be presented directly at Step Two of the grievance procedure within five (5) working days from the date upon which the incident or circumstances giving rise to the grievance first occurred. It is understood that the grievance shall be presented in writing and shall contain all of the information set out in Step One.
- 22:08 In the event that a complaint or grievance is not presented or processed within the prescribed time limits, it shall be deemed to have been withdrawn.
- 22:09 The Employer agrees to recognize a union Grievance Committee consisting of not more than three (3) members. Payment shall be limited as specified in 22:10.
- 22:10 The grievor and his/her steward shall not suffer any loss in pay for time spent at grievance meetings with the Employer.
- 22:11 All investigation of grievances shall be conducted outside of the normal working hours.
- 22:12 In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded.

#### **ARTICLE 23- ARBITRATION PROCEDURE**

- 23:01 Either party may refer a grievance to arbitration providing that the grievance has been properly processed through all of the requisite steps of the grievance procedure and within the prescribed time limits.
- 23:02 The party wishing to submit the grievance to arbitration shall make such request in writing, by registered mail, containing the name of that party's nominee to the Board of Arbitration, to the other party within ten (10) working days after the receipt of the reply at Step Two of the grievance procedure.

The recipient of the notice shall within ten (10) working days inform the other party in writing by registered mail, of the name of its nominee to the Board of Arbitration. The two nominees shall within fifteen (15) working days of the appointment of the second of them, appoint a third party who shall be the chairperson of the Board of Arbitration. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within the time limits prescribed herein, the appointment shall be made in accordance with the relevant provisions of the Ontario Labour Relations Act, as amended from time to time.

- 23:03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is not a majority, the decision of the Chairperson governs.
- 23:04 No person may be appointed as a nominee or a chairperson to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 23:05 The Board of Arbitration shall not have any authority to alter, modify, change, add to or detract from any of the provisions of this collective agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the provisions of this collective agreement or to provide a remedy applicable to the time prior to the date of the filing of the grievance.
- 23:06 Each of the parties to this collective agreement will pay the fees and disbursements of its nominee to the Board of Arbitration, and will share equally the fees and disbursements of the Chairperson.
- 23:07 Any time limits set in both the Grievance and Arbitration Procedure may be extended by mutual agreement in writing.
- 23:08 Single Arbitration
- The Parties may, by written mutual agreement, appoint a single arbitrator chosen jointly to deal with any arbitration matter in lieu of an Arbitration Board.
- 23:09 Notwithstanding the procedures above, either party may request access to expedited arbitration under the Ontario Labour Relations Act as amended from time to time.

#### **ARTICLE 24 – COMMITTEES**

- 24:01 Joint Occupational Health and Safety Committee
- The parties agree that there shall be established a Joint Occupational Health & Safety Committee (J.O.H.S.C.) to comply with the provisions of the Ontario Occupational Health & Safety Act. Members of the Joint Committee shall not suffer any loss in pay for time spent at J.O.H.S.C. meetings.
- 24:02 Joint Consultation Committee
- a) A committee known as the Joint Consultation Committee shall be established by the parties.

- b) The Committee shall consist of three (3) Employer representatives and three (3) Union representatives. Additional resource persons may be invited to attend as required to deal with the specific subject matters under discussion.
- c) The Committee will have authority to make recommendations only, and it is understood that those recommendations shall not alter or modify the collective agreement and shall not be subject to the grievance procedure.
- d) The Committee shall meet at the request of either party, but not more than once per month, subject to an agreed agenda, the subject matter of which is appropriate for consideration by the JCC.
- e) Committee members shall not suffer any loss in pay for time spent at meetings of the Joint Consultation Committee. Additional resource persons will not suffer loss of pay provided they have received approval from the Superintendent of Human Resources to attend such meetings.
- f) The parties will maintain their own record of topics discussed and of action to be taken as a result of these discussions.

24:03 Union Bargaining Committee

- a) The Employer agrees to recognize a Union Bargaining Committee of not more than five (5) members of the Union. The Union will advise the Employer of the names of the members of the Committee.
- b) Bargaining will normally be held during regular working hours.
- c) Members of the Union Negotiating Committee shall not suffer any loss in pay or benefits for time spent at negotiation meetings with the Employer's negotiating committee.

**ARTICLE 25 – COMMUNICATIONS**

25:01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Superintendent of Human Resources and the President of the Union, except as otherwise provided for in this agreement.

25:02 Bulletin Boards

The Employer will provide suitable space for the posting of Union notices pertaining to elections, appointments, meetings and other functions.

25:03 Reports from the Employer

- a) The Employer shall provide the Union with a copy of the minutes of the Regular Meetings of the Board, that are available to the public and press. Other documentation, which is not confidential, may be provided upon request.
- b) The Employer agrees to provide the Union within ten (10) working days following the end of the month, with a monthly list of hirings, terminations, resignations, layoffs, recalls, transfers, promotions, retirements and deaths within the bargaining unit.
- c) The Employer also agrees to communicate to the Union in writing positions which become redundant in the month in which the redundancy occurs.

**ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

26:01 Pay Days

Pay day for employees in the bargaining unit shall be on the Thursday of every second week.

On each pay day, each employee shall be provided with an itemized statement of his/her wages and other supplementary pay and deductions.

26:02 a) Experience Increments

Full and part-time employees shall be eligible for experience increments, on an annual basis, up to the maximum of their salary scale as follows:

- i. If their hire date or date of promotion is the 15<sup>th</sup> of the month or prior to the 15<sup>th</sup> of the month, the experience increment date shall be the 1<sup>st</sup> of that month;
  - ii. If their hire date or date of promotion is after the 15<sup>th</sup> of the month, the experience increment date shall be the 1<sup>st</sup> of the next month.
- b) A person hired into a bargaining unit position shall normally be placed at the start rate for his/her pay grade.

26:03 Rate of Pay on Promotion or Reclassification

An employee promoted or reclassified to a higher paying position shall be paid at a higher rate of salary than his/her previous rate effective upon assignment.



26:04 Acting Pay

- a) Where an employee is required, in writing, by the Employer to perform the majority of the duties of a higher position within the bargaining unit classification on an acting basis for a period of ten (10) or more consecutive working days, he/she shall be paid acting pay calculated from the date of appointment to the higher classification level as if he/she had been appointed to that higher classification level for the period in which he/she acts.
- b) When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

26:05 Travel Allowance

- a) Employees who are authorized to use their vehicle in order to perform work on behalf of the Board, excluding travel to and from the place of work, may claim travel allowance in accordance with Board policy.
- b) Existing staff who are involuntarily assigned to two (2) work locations shall be reimbursed for one (1) way travel to the second location and travel time shall be considered to be time worked.
- c) Employees who are required to attend workshops and training sessions outside the jurisdiction of the Board will be compensated for travel.

26:06 Taxi Allowance

When an employee works beyond 9:00 p.m. on approved overtime, he/she shall be reimbursed for taxi fare from the place of work to the employee residence to a maximum of \$25.00.

26:07 Educational Assistance/Tuition Fees

In order to encourage employees to increase their job effectiveness, the Employer will reimburse employees for up to 100% of the cost of academic or technical courses subject to the following conditions:

- i) The employee must request and receive authorization from the Employer before enrolling in the course. Upon approval of the request, the employee will be advised of the amount of reimbursement to be paid upon successful completion of the course.
- ii) Reimbursement shall be made with respect to tuition fees only, excluding costs of books, materials or other expenses.

26:08 Career Development

- (a) Career development refers to an activity which is likely to be of assistance to the individual in furthering the individual's career and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - i. A course given by the Employer;
  - ii. A course offered by a recognized academic institution;
  - iii. A seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee to the Superintendent of Human Resources and with the approval of the Employer, career development leave (whether offered locally or in other locations) may be granted for any one of the activities described in (a) above. At the time of approval, the Employer will indicate whether the leave is granted with or without pay and will also indicate what other expenses (i.e. tuition, travel, accommodation, etc.) will be reimbursed by the Board.
- (c) Employees who are on career development leave at the request of the Employer shall be on leave with pay and shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- (d) The Union shall be provided with a list of the names of applicants, dates of application, courses requested and final determination of candidates.

**ARTICLE 27 - JOB SECURITY**

- 27:01 In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no lay-off or any reduction of salary of present employees, as of the date of ratification (February 22, 2000) as a result of contracting out.
- 27:02 Volunteers may be used to enhance the services provided by the Board. Further, they will not be used to reduce the staff assigned to each school nor shall they be used to take work away from members of the bargaining unit.

**ARTICLE 28 - NO STRIKES OR LOCKOUTS**

- 28:01 The Union and the employees agree that there shall be no strikes, as defined in the Ontario Labour Relations Act, during the term of this collective agreement. Similarly, the Employer agrees that there shall be no lockouts, as defined in the Ontario Labour Relations Act, during the term of this collective agreement.

**ARTICLE 29 – GENERAL**

29:01 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and his/her rights and obligations under it. For this reason, the Employer shall print, at its own cost, sufficient copies of the Agreement in booklet form within thirty (30) days of signing.
- (b) Each employee will receive a copy of the Agreement from the Human Resources Department.
- (c) The Employer shall provide each new employee with a copy of the current Collective Agreement at the time of documentation or with the first “Salary Authorization and Information” form.

29:02 Personal Services

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee and shall not include personal services for a supervisor.

**ARTICLE 30 - TERMS OF AGREEMENT**

30:01 Duration

This agreement shall be binding and remain in effect from September 1, 2001 up to August 31, 2003 and shall continue from year to year thereafter, unless either party gives notice in writing that it desires its termination or amendment.

30:02 Notice to Bargain

Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party. Within thirty (30) working days of receipt of such notice by one party, or at such time as mutually agreed upon, the other party is required to enter into negotiations for a new agreement. The parties agree to exchange their proposals on or before the first meeting date.

30:03 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this contract. Such changes shall form part of the collective agreement and are subject to grievance and arbitration procedures. Such changes shall not take effect until ratified by the parties.

30:04 Retroactivity

All changes in the new Agreement shall be effective on the date of signing, unless otherwise specified.

**ARTICLE 31 - TECHNOLOGICAL CHANGE**

- 31:01 In this Article “Technological Change” means the introduction by the Employer of equipment or material of a different nature than that previously utilized that will result in major changes in the employment status or working conditions of Union members.
- 31:02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employers operations. Where technological change is to be implemented, the Employer will seek reasonable ways and means of minimizing adverse effects on employees which might result from such change.
- 31:03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days written notice to the Union of the introduction or implementation of technological change.
- 31:04 As soon as reasonably practicable after notice is given under clause 31:03, the Employer shall discuss with the Union the anticipated effects of the technological change referred to in clause 31:01 on each group of employees. Such discussions will include, but not necessarily be limited to, the following:
- a) the nature and degree of change;
  - b) the anticipated date or dates on which the Employer plans to effect change;
  - c) the location or locations involved;
  - d) the approximate number, class and location of employees likely to be affected by the change;
  - e) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 31:05 a) When, as a result of technological change, it is determined by the Employer that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will provide the necessary training at no cost to the employee. The parties recognize that it may not be possible to retrain employees in all cases of technological change. If after a period of six months in the new position, the employee is unable to perform the duties required for that position, the Employer shall

endeavour to place the employee in an alternative position for which the employee is deemed to be qualified and capable to perform the job.

- b) When, as a result of technological change, it is determined by the Employer that an employee is not suitable for retraining or that a job will cease to exist, the following shall apply:
  - i. the employee shall be placed in suitable alternative employment, if available, or
  - ii. the provisions of Article 20 shall apply.

#### **ARTICLE 32 – JOB DESCRIPTIONS**

32:01 The employer agrees to draw up and maintain on file, job descriptions for all positions for which the Union is the bargaining agent.

32:02 When a new job is created or substantially changed and it has been referred to the joint job evaluation committee for review and action and when the committee is unable to reach consensus, the position in dispute shall be referred to the job evaluation consultants as appointed by each party. The two consultants shall consider the issue and bring forward a recommendation for the consideration and action of the committee.

#### **ARTICLE 33 JOB CREATIONS PROGRAM**

33:01 The Board agrees to notify the Union of any Job Creation program that it intends to implement which impacts the bargaining unit membership. The Employer shall notify the Union of the terms and conditions of the Job Creation program and shall ensure that Union dues are deducted as applicable.





**LETTER OF UNDERSTANDING**

**Job Titles**

As a result of the amalgamation of the predecessor Boards and the retention of all applicable job titles, the parties agree that – subsequent to the completion of the Job Evaluation process - a committee shall be created and meet within 120 days of ratification to review all outstanding job titles and make recommendations on applicable changes and/or consolidation of job titles.

It is understood that Job Title changes are changes in title only and do not lead to any changes in pay level, job duties, terms and conditions of employment or levels of responsibility. The job titles under review are the ones in place at the time of ratification of this contract.



**LETTER OF UNDERSTANDING**

**Amalgamation**

In the event that the Ottawa-Carleton Catholic District School Board amalgamates with any other School Board, the Ottawa-Carleton Catholic District School Board will make every reasonable effort to secure continued employment for CUPE 2357 staff, who were in its employ at the time of amalgamation, on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.  
The Board will meet with the Union to discuss any proposed mergers.

**LETTER OF UNDERSTANDING**

**Sick Leave Gratuity**

former Ottawa Sector Employees Grandparented

The Board and the Union agree that former Ottawa Roman Catholic School Board CUPE Local 2357 members whose employment was transferred to the Ottawa-Carleton Catholic District School Board as of January 1, 1998, and who had an entitlement for a sick leave gratuity in accordance with the CUPE Local 2357 Collective Agreement will continue to be eligible for the payment of such sick leave gratuity in accordance with the terms outlined in the CUPE Local 2357 Collective Agreement for the period of January 1, 1996 to December 31, 1997 and the Memorandum of Agreement on Sick Leave Gratuity of December 15, 1997.

It is understood by both parties that the sick leave gratuity shall apply only to the following employees: Denise Charlebois, Sheila Forman, Andre Lalonde, Mary Ann Toste, Gail Martelock, Diane Crete, Joanne Laframboise, Wendy Schieman, Maureen Smith,

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**LETTER OF INTENT**

**Return to Work**

The parties agree to establish a joint committee of an equal number of workers and employer representatives which shall meet within ninety (90) days of ratification for the purpose of establishing guidelines and procedures to assist workers returning from LTD or WSIB leave.

**LETTER OF UNDERSTANDING**

**Administration of Medication**

The Board understands and appreciates the issues and concerns of the Union relating to the administration of oral medication and the requirement to, wherever feasible, provide training to employees directly involved in the administration of oral medication.

As such, the Board has undertaken – in collaboration with its stakeholders which include CUPE Local 2357 - to put in place a policy relating to this matter.

The Board agrees to meet with the Union to discuss these concerns at a future Joint Consultation Committee meeting.

This meeting will take place within 60 days of the ratification of this contract.

**LETTER OF INTENT**

**Maintenance of Pay Equity**

The parties agree that the terms and condition outlined in the Collective Agreement continues to meet the requirements to maintain pay equity as per the Ontario Pay Equity Act (1988).

**CUPE Local 2357  
And  
Ottawa-Carleton Catholic District School Board**

**LETTER OF UNDERSTANDING**

**Lateral Transfers**

When an opening becomes available and the position is posted, in the event that the position is multiple incumbent, in order to allow incumbents to transfer to the same type of position having been posted, a mechanism has been put in place under article 19:05 b) – Job Posting which reads as follows:

“b) Employees who wish to transfer laterally to the same type of position that they currently hold shall not be required to requalify. Such lateral transfer, however, shall require a satisfactory reference from their current supervisor.”

“same type of position” shall be identified as a multiple incumbent position which is described on the same job fact sheet. (ie: elementary school secretary).

If a position has been described on another job fact sheet, the position is not a “same type of position”

**ARTICLE 34 - WAGES**

		<b>September 1, 2003 + 3%</b>									
LEVEL	POSITION TITLE	DAYS	HRS	MTHS	STEP 1		STEP 2		STEP 3		
					HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	
1	Receptionist	260.88	7	12	15.377	28,081	16.022	29,258	16.694	30,486	
		235	7	11	15.377	25,295	16.022	26,356	16.694	27,462	
		215	7	10	15.377	23,142	16.022	24,113	16.694	25,125	
2	Accounts Payable Clerk	260.88	7	12	16.511	30,152	17.204	31,417	17.926	32,736	
	Accounts Receivable Clerk	235	7	11	16.511	27,160	17.204	28,301	17.926	29,488	
	Data Entry Clerk	215	7	10	16.511	24,849	17.204	25,892	17.926	26,979	
	Kindergarten Assistant										
	Mail room Clerk										
Purchasing & General Services Clerk											
3	Administrator, Com. Use of Facilities	260.88	7	12	17.109	31,244	17.827	32,555	18.575	33,921	
	Benefits Clerk	235	7	11	17.109	28,145	17.827	29,326	18.575	30,556	
	ESL Assistant	215	7	10	17.109	25,750	17.827	26,830	18.575	27,955	
	Finance Clerk										
	General Accounting Clerk										
	Payroll Clerk										
	Printroom Clerk										
	Purchasing Secretary										
	Sec. Cont. & Comm. Ed. Credit Pgm										
	Sec. To Mgr of Plant, Op. & Maint.										
	Secondary: Clerk Typist-School Secretary										
	Secretary - Child Care Services										
	Secretary - ESL Adult Schools										
	Secretary - Program Dept										
	Secretary - Research & Evaluation										
	Secretary I. T. (admin)										
	Secretary of IT Academic										
	Secretary of Planning										
	Secretary St. Nicholas										
	Secretary St. Nicholas										
	Secretary Staff Development										
Secretary to Manager of Facilities											
Secretary to Principal, Cont. Ed.											
Secretary, Student Services											
Site Secretary - Student Services											
Transportation Clerk											
Transportation Planning Clerk											
4	Continuing Education Clerk	260.88	7	12	18.548	33,872	19.327	35,294	20.139	36,776	
	Cost Control Clerk	235	7	11	18.548	30,512	19.327	31,793	20.139	33,128	
	Educational Assistant	215	7	10	18.548	27,915	19.327	29,087	20.139	30,309	
	Intervenor										
	Itinerant ETA (Speech & Lang)										
Sec to Manager of Transport & Admin											
Secretary - Derry Byrne Res. Ctr.											
Secretary to Principal, Student Services											
Special Assignment Assistant											
5	Audio Visual Technician	260.88	7	12	19.796	36,150	20.627	37,668	21.493	39,250	
	Developmental Assistant	235	7	11	19.796	32,564	20.627	33,931	21.493	35,356	
	Elementary Library Tech	215	7	10	19.796	29,792	20.627	31,043	21.493	32,347	
	Elementary School Secretary										
	Int. School Secretary										
	Itinerant Education TA (Autism)										
	Job Coach										
Library Tech (H.S.)											
Operations Support Specialist											
Senior Payroll Clerk											
Student Services Secretary (Guidance HS)											
6	Client Support Specialist	260.88	7	12	23.202	42,370	24.176	44,150	25.191	46,002	
	Coord of Adm.	235	7	11	23.202	38,167	24.176	39,770	25.191	41,439	
	Hardware Technician - IT	215	7	10	23.202	34,919	24.176	36,385	25.191	37,912	
	Head Secretary										
	Head Secretary Adult H.S.										
	Interpreter										
ITW Technician - IT Academic											
Pension Administrator											
Senior Accounting Clerk											
Senior Finance Clerk											
Software Technician											
7	Developmental Specialist	260.88	7	12	23.859	43,570	24.860	45,398	25.903	47,304	
		235	7	11	23.859	39,248	24.860	40,895	25.903	42,611	





7	Developmental Specialist	260.88	7	12	24,575	44,877	25,606	46,760	26,680	48,722
		235	7	11	24,575	40,425	25,606	42,122	26,680	43,889
		215	7	10	24,575	36,985	25,606	38,537	26,680	40,154