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|-------------------|-----------|-------|
| SOURCE | Pd. Educ. | |
| EFF. | 91 | 03/16 |
| TERM. | 93 | 03/15 |
| NO. OF EMPLOYEES | 800 | |
| NOMBRE D'EMPLOYÉS | df | |

COLLECTIVE: AGREEMENT

Between

THE OTTAWA BOARD OF EDUCATION

and

PLANT SUPPORT STAFF (P.S.S.) BARGAINING UNIT
 OF
 DISTRICT 26, ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
 (O.S.S.T.F.)

March 16, 1991 to March 15, 1993

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ARTICLE 1 - DEFINITION OF EMPLOYEES

1.01 An employee is a person employed by The Ottawa Board of Education who is covered by this Agreement and who falls within the scope of the Bargaining Unit as set forth in Article 4 of this Agreement.

1.02 Regular full-time employee is an employee who normally works on a full-week basis, as defined elsewhere in this Agreement, ten (10) to twelve (12) months a year.

1.03 Regular part-time employee is an employee who normally works twelve (12) or more hours per week as defined elsewhere in this Agreement, ten (10) to twelve (12) months of the year, JF
/K

Where a regular part-time Custodian I in the Elementary schools completes ten (10) or more years of continuous and uninterrupted service with the Employer as of June 30, or where a regular part-time Custodian I in the Secondary schools completes twenty (20) or more years of continuous and uninterrupted service with the Employer as of June 30, such Employee shall be considered a twelve (12) month employee for purposes of:

- a) sick leave credit under Article 16.01,
- b) vacation credit under Article 15.01,
- c) paid holidays subject to the conditions of Article 18.

In all cases the value of the benefit will be prorated in accordance with the Custodian Category 1 rate of pay. Where employees are not required to work due to the work schedule for their classification in Article 17, such days not worked shall be deducted from their vacation credits or be without pay. 2/20/01

1.04 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 sixty (60) worked days.

1.05 a) A Temporary employee is one who is employed in a position for a temporary period which is expected to exceed three (3) continuous working months to substitute for employees on approved leave. If a day-shift Temporary C-2 position is expected to exceed three (3) months, the Temporary position on the day-shift will be filled by the senior Custodian 2 from the afternoon shift within the same Centre.

b) If a Temporary employee is employed for sixty (60) continuous days in one (1) location, and, if that Temporary employee is hired as a regular employee, then such employee shall be deemed to have completed the Probationary period.

Article 1 -- Definition of Employees (cont'd)

1.05 c) If a Temporary employee is employed for ninety (90) days in more than one (1) location within one (1) year commencing with the employee's initial date of hire, and, if that employee is hired as a regular employee, then such employee shall be deemed to have completed the Probationary period.

d) A Temporary employee shall be paid at the minimum hourly rate for the classification in which the Temporary employee is working, and shall be eligible for all provisions of the collective agreement except as follows:

Article 9 -- Seniority. This article shall not apply to Temporary employees.

Article 10 - Grievance and Arbitration Procedure. No Temporary employee may file a grievance concerning his or her termination of employment due to the termination of the temporary period or the return of an absent employee.

Article 13 - Safety Provisions. A Temporary employee performing duties which require safety footwear to be worn shall be responsible for supplying his/her own safety footwear without cost to the Employer,

Article 14 - Leaves of Absence. A Temporary employee shall not be eligible for maternity leave, paternity leave, adoption leave, leave for Union activities or injury on duty leave.

Article 15 - Vacations. In lieu of benefits provided under this Article, a Temporary employee shall receive vacation pay in accordance with the Employment Standards Act.

Article 16 - Cumulative Sick Leave. A Temporary employee shall be credited with two (2) sick leave days with pay per full month worked. Days absent in excess of sick leave credit earned shall be without pay and may result in termination of employment.

Article 17 - Hours of Work. A Temporary employee may be reassigned to an alternate shift or location at the discretion of the Employer.

Article 19 Sick Leave Gratuity. This article shall not apply to Temporary employees.

Article 20 - Travel Allowance Plan. The provisions of Article 20.04 shall not apply to a Temporary employee assigned to work at the MacSkimming Natural Science School.

Article -- Definition of Employees (cont'd)

Article - Clothing. Under normal circumstances the provisions of this article shall not apply to Temporary **employees**.

Article 23 - Job Security. This article shall not apply to Temporary **employees**.

Article - Supplementary Pension Plans. This article shall not apply to Temporary employees.

Article - Employees Working Other Classifications. c l e shall not apply to Temporary employees.

1.06 Temporary employees shall not acquire **seniority** but shall be given preference over **non-bargaining unit employees** where all things: are **equal** should they seek employment as regular employees. Should a Temporary employee be made a regular employee, such employee shall **be** credited with seniority as per Articles 1.05 b) or 1.05 c) retroactive to the effective date of the Temporary assignment.

ARTICLE 2 - PURPOSE

2.01 The general purpose of this Agreement is to establish mutually satisfactory **relations** between **the** Employer and the Union, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, wages, salaries and related benefits for all employees who are **subject** to the provisions of **this** Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognises 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, promote, demote, transfer, suspend, discipline, or discharge for just cause any employee, subject to the right of the employee to submit a grievance. The parties agree that the termination of a Probationary employee shall be deemed to be for just cause.

ARTICLE 4 - SCOPE OF THE BARGAINING UNIT

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees as defined under Article 1, engaged in maintenance, services and plant operations, save and except persons employed:

- a) in Student Transportation, above the rank of Assistant to the Supervisor of Busing; or,
- b) in custodial services, above the rank of Centre Custodian; or,
- c) in trades and maintenance, above the rank of Maintenance Chief; or,
- d) in cafeteria services, above the rank of Assistant Cafeteria Manager; or,
- e) at MacSkimming Farm, above the rank of Assistant to the Outdoor Education Technician; or
- f) as office staff, stock keepers, clerks of supply;
- g) for not more than twelve (12) hours a week on a regular basis;
- h) who are students and are employed during vacation periods; or,
- i) persons employed under a work incentive programme sponsored by other than the Employer; or,
- j) as a casual.

4.02 a) A casual is:

- i) a person who works less than three (3) consecutive working months; or
- ii) a person who works different hours from time to time but not more than twelve (12) hours per week on a regular basis.

b) The Employer agrees that the numbers of casuals at any given time shall not exceed twenty-five (25) during the period December to March and twenty (20) during the period April to November.

Article 4 - Scope of the Bargaining Unit (cont'd)

4.02 c) The Employer shall provide the Union on a monthly basis, a list of the names, dates and hours worked of every casual employee in the previous month. Such list will be provided to the Union within twenty (20) days of the end of the preceding month.

4.03 The provisions of this Agreement shall not be applicable to the hiring and terms of employment of any employees hired for seasonal projects under programmes directly funded by the Federal, Provincial or Municipal Governments specifically to create employment.

ARTICLE 5 STRIKES A N D LOCKOUTS

5.01 During the currency of this Agreement or any extension thereof, there shall be no strikes, work stoppages, cessation of work or refusals to work or to continue to work by any employee or employees in the Bargaining Unit and there shall be no lockout by the Employer.

ARTICLE 6 - UNION SECURITY

6.01 All employees within the scope of the Bargaining Unit shall, as a condition of continued employment with the Employer, become and remain **members** in good standing of the Union. The Union agrees to advise the Employer in writing of the name of any employee who has failed to maintain membership in good standing with the Union. ✓

6.02 The **Employer** agrees to deduct from the pay of each employee in the Bargaining Unit such dues as may be decided upon by the Union. The Union agrees to provide the Employer with at least four (4) **weeks'** notice in writing of its desire to alter the **amount** of such dues. Changes in dues shall be implemented by the Employer in the first pay period following such notice. ✓

6.03 All dues so deducted shall be remitted to the Union c/o The Treasurer, . O.S.S.T.F., 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) day of the month following the month in which such deductions are made, together with a list in duplicate of the names of all employees from whose pay dues were so deducted. 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.

6.04 a) The Employer will provide the Union with a copy of the notification of employment for each new employee, including the employee's name, home address, job category and job location, if designated.

b) The **Union** shall be notified in writing by the fifteenth (15th) day of the following month of all appointments, promotions, demotions, transfers, lay-offs, recalls, retirements, resignations and dismissals of employees within the Bargaining Unit approved during the previous month.

6.05 The Employer agrees to advise all. new employees of the provisions of this Article.

6. . . Notwithstanding any other provision in this Agreement, the Employer will not be required to terminate the employment of any employee because the employee has refused to participate in any withdrawal of **service** during the term of the Agreement or subsequent negotiations.

ARTICLE 7 - UNION COMMITTEES

7.01 The Employer will recognize the following Union Committees:

a) The Negotiating Committee, consisting of not more than six (6) 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 members on the Negotiating Committee.

b) - The Labour-Management Cooperation 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. u/1

It is expressly understood between the Parties that any grievance arising out of the interpretation, application, or administration of this Agreement shall not be a concern of this Committee.

c) The Grievance Committee, consisting of not more than four (4) members of the Union, namely the President of the Bargaining Unit, Secretary, and one (1) other Branch Representative.

The **Employer** recognises the right of the Union to be assisted and/or represented at committee meetings by such advisors as the Union deems necessary,

7.02 a) The Employer will pay each employee who is on any of the Committees in Article 7.01 at his/her regular **rate** of pay for all regularly scheduled straight time lost while attending meetings with the Employer.

b) When such meetings are held away from the Employer's premises, the Parties will share equally the rental cost of the common meeting **room**.

7.03 No **individual** employee or group of employees **shall** undertake to represent the Union at meetings with the Employer without proper **authorization** of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

ARTICLE 8 - BRANCH REPRESENTATIVES

8.01 The Employer acknowledges the right of the Union to appoint, elect, or select Branch Representatives from various areas and the number of Branch Representatives shall not exceed twenty-five (25).

8.02 The Union acknowledges that the Branch Representatives will continue to perform their regular duties on behalf of the Employer, and that such persons shall not leave their duties without first obtaining the permission of their immediate supervisor, and on the completion of Branch Representative duties, shall report back to the supervisor or to any job to which they were previously directed. Permission to conduct Branch Representative duties shall not **unreasonably** be withheld. The Union shall keep the Employer informed in writing of the names of the **Branch** Representatives and the Employer shall not be required to **recognize** any Branch Representative until so notified.

8.03 Branch Representatives engaged in grievance and arbitration procedures as provided for in this Agreement shall not lose any regular pay for time spent on such grievance or arbitration procedures.

ARTICLE 9- SENIORITY

9.01 Seniority means length of service as a regular employee in the Bargaining Unit since the last date of hire by the Employer or a predecessor Employer which has amalgamated or merged with the Employer.

9.02 a) Seniority shall be the governing factor in promotions, demotions, transfers, lay-off, and recall, provided that the more senior employee is qualified and able to meet the requirements of the job as established by past practice, and that the operating efficiency of the Employer is maintained. In those cases where seniority has previously been a factor in shift selection, seniority will continue to apply to shift selection.

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b) Where it can be demonstrated that seniority has been the factor governing a specific matter, then for the term of this Agreement, such protection shall continue to apply.

9.03 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 list on all bulletin boards and will send two (2) copies to the Union. Complaints about the accuracy of a seniority list will be considered within thirty (30) days of the date of such posting and if no complaint is received within that time, then the list is deemed to be accurate.

9.04 Probationary employees shall not attain seniority rights until they have completed sixty (60) worked days of employment. upon satisfactory completion of the probationary period, the employee's name shall be added to the existing seniority list, showing the seniority date as the last date of hire.

9.05 The selection and promotion of employees to 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 position within the Bargaining Unit within six (6) months, he/she shall be credited with the seniority during the period he/she was employed outside the Bargaining Unit and upon such return, he/she shall be placed in a job consistent with his/her qualifications and such seniority, provided that no employee in the Bargaining Unit shall be displaced or laid off as a result of such placement.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.01 A grievance under this Agreement means a complaint in writing presented in accordance with this Agreement by one or more employees with respect to the interpretation, application, administration, or alleged violation of this Agreement, or any disciplinary action, including the question as to whether a matter is arbitrable. Probationary employees may be terminated from employment without recourse to the grievance procedure.

10.02 A grievance by an employee or group of employees shall be prepared in accordance with the form provided in Appendix "B" and shall be presented at Step One within and not after fifteen (15) working days after the date of the incident giving rise to the grievance.

10.03 The following procedure shall be adhered to in processing grievances, save as otherwise provided:

Step One: An employee having a complaint shall take the matter up with the appropriate Branch Representative who may then file a grievance in writing with the grievor's immediate supervisor. The Statement of Grievance shall indicate the name(s) of the grievor(s), the facts giving rise to the grievance, the date of the alleged violation of the agreement, and the provisions of the article(s) alleged to have been violated, and shall indicate the redress sought. The grievance must be signed by the grievor and the Branch Representative. The supervisor shall reply in writing within ten (10) working days after receiving the grievance at Step One.

Step Two: If the grievance is not settled at Step One, the employee and the Branch Representative or President of the Bargaining Unit may, within and not after ten (10) working days of receiving the reply at Step One, submit the Statement of Grievance to the appropriate Superintendent or his/her nominee. The Superintendent or his/her nominee shall give his/her reply in writing within ten (10) working days of the date of receiving the grievance at Step Two.

Step Three: If the grievance is not settled at Step Two, the employee and the President of the Bargaining Unit or his/her nominee may, within and not after ten (10) working days of receiving the reply from the appropriate Superintendent or his/her nominee, submit the Statement of Grievance to the Superintendent of Human Resources or his/her nominee. The Superintendent of Human Resources or his/her nominee shall reply within ten (10) working days of receiving the grievance at Step Three. The Union may, within and not after twenty (20) working days of receiving the decision of the Superintendent of Human Resources or his/her nominee refer the grievance to Arbitration under Article 10.09.

Article 10 - Grievance and Arbitration Procedure (continued)

10.04 The following types of grievances are recognized:

a) Employee Grievance - which is defined as a grievance of an individual employee and which shall be taken up at Step One of the grievance procedure.

b) Group Grievance - which is defined as a grievance of a group of employees and shall be taken up at Step Two of the grievance procedure.

c) Discharge Grievance - which is defined as a grievance alleging unjust discharge or suspension and which shall be taken up at Step Two of the grievance procedure.

d) Policy Grievance - which is defined as a grievance by the Employer or as a grievance by the Union, the subject matter of which cannot be the subject of an employee grievance.

10.05 A policy grievance by either the Employer or the Union shall be submitted to the other side within and not after twenty-five (25) working days of the incident or situation giving rise to the grievance. If the matter is not resolved within thirty (30) working days, it may be submitted to Arbitration in accordance with Article 10.09.

10.06 All reference to working days in this Article shall mean Monday to Friday, excluding paid holidays as provided for in Article 18.

10.07 Any and all time limits referred to under the grievance and Arbitration procedures herein may at any time be extended by written agreement between the Employer and the Union.

10.08 a) Should the Employer fail to reply to a grievance within the prescribed time limits in any step of the grievance procedure, the grievance may be processed to the next higher step following the expiry of the time limit in question.

b) If a grievance is not processed to the next higher step or Arbitration in accordance with the prescribed times, the grievance shall be deemed to be abandoned.

10.09 If the grievance is referred to Arbitration, the Party proposing Arbitration shall notify the other Party in writing of its intention to refer the matter to Arbitration within twenty (20) working days after receipt of the decision at the Third Step.

Article 10 - Grievance and Arbitration Procedure (continued)

10.10 a) 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.

b) The parties may, by mutual consent, agree on the appointment of a single Arbitrator to act in place of and with the powers of an Arbitration Board, as provided within this article. Should they be unable to agree to a single Arbitrator, the parties may jointly request the Minister of Labour for Ontario to make the appointment.

10.11 Except in the case of a discharge grievance, or a policy grievance, no matter may be submitted to Arbitration which has not been carried through all previous stages of the grievance procedure, unless otherwise agreed to in writing by both Parties,

10.12 The Arbitration Board shall not have the authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to, or detract from any provision of this Agreement.

10.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. All decisions arrived at by the Board of Arbitration shall be final and binding upon the Employer, the Union and the employee or employees concerned. The decision of a majority is the decision of the Board, but if there is no majority the decision of the Chairman governs.

Article 10 - Grievance and Arbitration -Procedure (continued)

10.14 In determining any discharge or suspension grievance, the Board of Arbitration shall have the authority to:

- a) confirm the Employer's action and dismiss the grievance;
- b) reinstate the employee with or without compensation for wages lost; or
- c) vary, alter or set aside the penalty imposed by the Employer;

or make such other determination as the Arbitration Board, in its discretion, may deem justified.

10.15 No person shall be appointed as Arbitrator who has been involved in an attempt to resolve the grievance.

10.16 Each of the Parties to this Agreement will pay the fees and disbursements of its nominee to the Arbitration Board, and will share equally the fees and disbursements of the Chairman.

10.17 Meetings called by the Employer with respect to grievances shall be held at the Employer's premises. Grievors may be present at such meetings if deemed necessary by either Party, without loss of regular pay for the time so involved.

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ARTICLE 11 - JOB POSTING AND PROMOTION

11.01 Whenever a vacancy is to be filled, or a new job is created, so as to make a promotion to a higher rated job possible, the procedure for filling the position shall be:

a) The Employer shall post notices of the position on the bulletin boards at each location for a minimum of five (5) working days. A copy of the job posting shall be forwarded to the Secretary of the Union.

b) i) The notice shall invite applications from male and female applicants and shall contain at least the following information: nature of position, required qualifications, hours of work, wage or salary rate and location. It is understood that under normal circumstances the competition for positions in notices posted after the last day of the school year will not close until August 31 of the same year.

ii) 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,

c) Applications shall be submitted in writing and shall be received by the Human Resources Department up to seven (7) working days after the notice was posted, All applicants for the position posted shall be subject to the same evaluation procedures.

d) All applicants and the Secretary of the Union shall be advised in writing of the name(s) of the successful applicant(s) for the vacancy, within five (5) working days of the job being filled and this shall take place within thirty (30) days of the job posting, provided suitable applicants have bid on the job.

Article 11-- Job Posting and Promotion (cont'd)

11.02 A successful applicant for a position which involves a promotion shall be placed on trial for a period of sixty (60) worked days. In the event the successful applicant proves unsatisfactory in the position during the 'aforementioned trial period, or if the employee feels unable to perform the duties of the new job classification, he/she shall be returned to the former classification and location, where possible, without loss of seniority or previous salary and any other employee promoted or transferred because of such staff changes or promotion, shall be returned to his/her former classification and location, where possible, without loss of seniority or previous salary.

11.03 After a position has been posted and if the employee selected to fill the position proves unsatisfactory, the position need not be re-posted, but an employee may be selected in accordance with Article 9.02 from the qualified employees who made application for the position at the time of the original posting. If no suitable candidate is available or if no suitable candidate applied in response to the original posting, the Employer may:

- a) Re-post, or
- b) Appoint from within the bargaining unit with the employee's consent, or
- c) Appoint from outside the bargaining unit a person who holds at least the minimum qualifications requested in the posting.

11.04 An employee on original probation or on trial shall not be eligible! to bid on job postings.

11.05 A successful applicant for the position of bus driver may be given a three (3) week training period.

11.06 The Employer agrees not to amend the Transfer Policy except by mutual agreement.

Article 11 - Job Posting and Promotion (cont'd)

11.07 A position is normally vacant or deemed to be 'vacant and subject to this article when:

- a) the employee previously occupying it has been absent on leave for more than 12 months; or
- b) the employee previously occupying it has resigned, retired, been dismissed, laid off or demoted; or
- c) the position has been reclassified;
- d) the employee previously occupying it has been transferred or promoted; or
- e) a new position has been established by the Employer.

ARTICLE 12 - REST AND MEAL PERIODS

12.01 The Employer agrees to grant each regular full-time employee a fifteen (15) minute paid rest period during each half of the employee's shift. The Employer agrees that existing practices with regard to rest periods for part-time employees shall be continued.

12.02 Lunch periods, supper periods, or main meal periods during a shift shall be for not less than one-half hour nor more than one hour duration, except when other arrangements are mutually agreeable.

12.03 Rest periods and meal periods shall not be given or taken within one hour of the employee's starting or quitting time, or within one hour of each other, except when other arrangements are mutually agreeable. The Employer will attempt to provide the employee with an uninterrupted meal period.

12.04 Article 12.03 does not apply in the special circumstances where an employee in the Student Transportation Department is scheduled to have a field trip in the morning and a second field trip in the afternoon and this results in the Employer being unable to schedule an uninterrupted one-hour lunch period or a fifteen minute break in the morning or a fifteen minute break in the afternoon. Where a break or a lunch period has been missed, the employee will be credited with lieu time calculated at the rate of time and one--half for either the fifteen minute break(s) or the one--hour lunch period, whichever was missed. However, in no case, will rest or meal periods be scheduled within one hour of the starting or quitting time. Lieu time accumulated under this article shall be scheduled during either the Christmas, Winter or Summer Breaks. The scheduling of such lieutime shall be by mutual agreement,

ARTICLE 13 - SAFETY PROVISIONS

13.01 It is mutually agreed that both Parties will cooperate to the fullest extent in the prevention of accidents, and with such promotion to safety and health as is deemed necessary and will endeavour to inform themselves of safety regulations.

13.02 It is agreed that all employees and the Employer will follow and enforce all reasonable safety provisions,

13.03 The Employer shall install and maintain a suitably equipped First Aid kit, accessible to the employees, in each licensed vehicle and building owned and/or operated by the Employer.

13.04 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. The Employer will reimburse fifty dollars (\$50) and, effective from March 16, 1992, sixty dollars (\$60) or actual cost, whichever is lesser, once per year towards the purchase of approved safety footwear for any employee in the Maintenance Division at the Bronson Shop, and for those who are recommended to wear safety footwear by the Occupational Health and Safety Committee and approved by the Director of Education. The Ministry of Labour may be requested by the parties to inspect the work areas and make recommendations pertaining to the issuance of safety equipment, clothing and footwear. Where the Ministry of Labour declares that safety footwear is required, such employees affected by the recommendation shall be eligible to receive reimbursement at the rate specified above.

13.05 The Employer and the Union agree that there shall be established an Occupational Health and Safety Committee in order to promote safety. The Committee will be composed of not more than four (4) members of the Union and four (4) nominees of the Employer, and will meet at the request of either Party.

13.06 One Union member of the Occupational Health and Safety Committee will have the right to accompany any Ministry inspectors visiting any operation of the Employer with the purpose of ascertaining compliance with the safety regulations and practices, subject to the approval of the inspector. 65
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13.07 Members of the Occupational Health and Safety Committee will be paid at their regular rate of pay for time lost while attending meetings or inspections. 69
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ARTICLE LEAVES OF ABSENCE

14.01 Employees shall be granted leave of absence with pay and without deduction, from accumulated sick leave for the following reasons and on the following conditions:

a) Bereavement

1) Death of a parent, sister, brother, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law or person in loco parentis - maximum of four (4) consecutive calendar days.

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2) Death of an uncle, aunt, nephew, niece, grandparent, grandchild, brother-in-law, sister-in-law, close friend or person with whom the employee has been residing - one (1) day to attend the funeral.

b) Quarantine

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 Medical Health Authorities.

c) Obligation

1) Jury Duty--- An employee shall be allowed leave when called for jury duty. Upon completion of jury service, the employee shall present to the Human Resources Office a satisfactory certificate showing the period of such service, The employee will also deposit with the Employer the full amount of compensation received, excluding mileage, travelling and all other incidental expenses and an account therefor.

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2) Subpoena -- An employee shall be allowed leave when summoned to appear as a witness in any proceeding to which the employee is not a party or one of the persons charged.

Article 14 - Leaves of Absence (continued)

14.02 Employees may be granted special leave of absence with pay up to a maximum total of five (5) days per calendar year. Approval for each absence must be requested in writing from the appropriate Superintendent, which approval will not be unreasonably withheld, and shall be for good and sufficient reasons, such as (but not limited to):

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a) Serious illness in the employee's immediate family to allow for immediate nursing help or other temporary care to be arranged,

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b) Severe weather conditions which prevent the employee from reaching his/her place of employment.

c) Religious observance of Holy 'Days (maximum three (3) days per year.

d) Moving of the employee's household.

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e) Up to two (2) days for needs directly related to the birth of the employee's child where the employee does not take pregnancy or parental leave.

14.03 a) Pregnancy Leave shall be granted upon written request provided that:

i) The employee submits a doctor's certificate certifying that she is pregnant and stating the probable date of her delivery and the date she proposes to commence Pregnancy Leave;

ii) The employee will have been in the employ of the Employer for a period of, at least thirteen (13) weeks immediately preceding the probable date of her delivery as declared in i) above.

iii) The employee notifies the Employer at least two (2) weeks immediately preceding the proposed date for commencement of leave.

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Where the above conditions are met, Pregnancy Leave may commence up to seventeen (17) weeks preceding the probable date of delivery as declared in i) above.

ARTICLE - LEAVES OF ABSENCE (continued)**14.03 b) Parental Leave**

i) An employee who has been granted a Pregnancy Leave shall be granted a Parental Leave of up to eighteen (18) weeks upon written request at least two (2) weeks in advance of the date the leave shall commence. The Parental Leave shall begin immediately upon termination of the Pregnancy Leave unless the child has not yet come into care. In such case, the Leave will commence within thirty-five (35) weeks of the child's coming into the employee's care.

ii) Where Pregnancy Leave has not been taken, an employee, following the birth of the employee's child or of the child coming into the custody, care and control of the employee for the first time, may take Parental Leave upon written request, provided the employee has thirteen (13) weeks or more of service with the Employer and notifies the Employer at least two (2) weeks in advance of the date the leave shall commence. Parental Leave shall commence within thirty-five (35) weeks of the child's birth or of the child coming into custody, care or control of the employee.

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c) Where the conditions of 14.03 a) and 14.03 b) i), or 14.03 b) ii) are met, Pregnancy and/or Parental Leave shall be granted for a period of up to twelve (12) months. During the first thirty-five (35) weeks of Pregnancy and/or Parental Leave the employee shall be credited with seniority and service and may continue to be enroled in the Benefit Plans under Article 26 of this Agreement with the Employer continuing to make its premium contributions. Where the employee is on leave in excess of thirty-five (35) weeks and continues to be enroled in the Benefit Plans, the employee shall pay 100% of the premium cost. Upon return from Pregnancy and/or Parental Leave, the employee shall be reinstated to the position the employee most recently held prior to the commencement of leave if it still exists or to a comparable position.

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Article 14 - - Leaves of Absence (continued)**14.04 Union Activities**

6/31/23

a) Leave of absence shall be granted upon request to employees elected or appointed to represent the Union at conventions, provided that no more than two (2) employees in the Bargaining Unit shall be entitled to be absent at any one time. The total number of days leave granted shall not exceed twenty (20) during a calendar year. The Union shall give the Employer at least fifteen (15) days' notice prior to the date of commencing such leave. Notwithstanding the foregoing, up to five (5) employees may be absent upon request to attend the Annual Meeting of the Provincial Assembly of the O.S.S.T.F.

6/31/23

b) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted a leave of absence without pay up to one (1) year. Such leave shall be renewed each year by the Employer.

14.05 Leaves of Absence under Articles 14.03 and 14.04 shall be without pay and shall be subject to the following conditions:

a) Employees on leave shall not accumulate sick leave, paid holidays, nor annual vacation credits during the period of such leave.

b) Except where a leave of one (1) year or more is approved under 14.04 b), no posting shall be necessary for the temporary vacancy created while the employee is on such leave.

14.06 Injury-On-Duty Leave

An employee who is absent as a result of an injury incurred at the workplace shall be granted Injury-on-Duty Leave with pay for a period of absence to a maximum of forty (40) working days for any one (1) accident. Beyond forty (40) working days, the Workers' Compensation Board Award shall apply. Such absence will not be charged against cumulative sick leave and it is understood that the provisions of 15.02 c) and 16.06 b) shall apply.

14.07 Return From Leave

Employees who have been absent on leave for more than 12 months are not entitled to return to their former positions but shall return to their former classifications. The employee last appointed in the classification shall return to that employee's former classification and the process will be repeated until the most junior regular employee is identified and converted to a temporary employee or terminated if there are no temporary positions available in that employee's classification.

Article 14 -- Leaves of Absence (continued)

14.08 Nothing in this Collective Agreement shall permit an employee to claim leave of absence while on vacation, holiday, or other type of leave.

ARTICLE 15 - VACATIONS WITH PAY

15.01 The vacation year shall run from July 1 to June 30. All regular full-time employees employed on a ten, eleven or twelve month basis shall earn vacation with pay calculated in accordance with the following schedule:

| Length of Continuous Service as of June 30 | Number of Working Days of paid Annual Vacation | | |
|--|--|----------|----------|
| | 12 month | 11 month | 10 month |

Less than 1 year 1.25 working days for each completed month of service

| | | | | |
|--------------------|------------------|----|-------|------|
| <u>54</u> 01-03 | 1 year or more | 15 | 13.75 | 12.5 |
| 06-03 | 16 years or more | 16 | 14.75 | 13.5 |
| 07-03 | 27 years or more | 17 | 15.75 | 14.5 |
| 08-03 | 38 years or more | 18 | 16.75 | 15.5 |
| 09-03 | 49 years or more | 19 | 17.75 | 16.5 |
| <u>10-04</u> | 10 years or more | 20 | * | 17.5 |
| 19-05 | 19 years or more | 25 | | 21.0 |
| 30-06 | 30 years or more | 30 | | 25.0 |

*

* An 11 month employee with 10 or more years of service becomes a 12 month employee in accordance with Article 1.

** A 10 month Custodian I in the secondary schools with 20 or more years of service becomes a 12 month employee in accordance with Article 1.

Article 15 - Vacations With Pay (continued)

15.02 a) All other regular employees shall earn vacation with pay on a pro-rated basis in accordance with their length of service.

b) Employees who are absent due to extended illness in excess of one hundred and twenty (120) consecutive calendar days shall not accumulate vacation credits for each additional full calendar month the employee continues to be absent.

c) Employees who are absent due to Injury-On-Duty Leave in excess of one hundred and fifty (150) consecutive calendar days shall not accumulate vacation credits for each additional full calendar month the employee continues to be absent.

15.03 Days not worked by employees during school Christmas and mid-Winter vacation breaks, other than paid holidays, shall be considered as part of their paid annual vacation.

15.04 a) When preparing the annual vacation schedule, which shall be posted by May 1st each year, the Employer shall, subject to the Employer's right to maintain a qualified work force, give priority of choice of dates to employees with the greatest seniority. The parties agree that accumulated vacation is normally scheduled to be taken during the months of July and August where it is necessary to accommodate the Employer's operational requirements, and that all accumulated vacation will be taken on or before the following May 31. Once the annual vacation schedule is posted, no further changes will be made except by mutual agreement between the Employer and the employee concerned. Employees may take their vacation in an unbroken period if the employee so desires.

b) The parties agree that, subject to operational requirements, custodial staff are required to take their accumulated vacation during the month of July.

c) When employees are requested by the Employer to change their scheduled vacation to meet operational requirements, such vacation may be rescheduled beyond the following May 31st with the approval of the appropriate Superintendent.

15.05 Employees shall be entitled to receive all pay cheques falling due during the vacation period prior to going on vacation, provided that at least thirty (30) calendar days of notice is given prior to the commencement of leave in order to meet payroll requirements;

Article 15 - Vacations With Pay (continued)

15.06 Employees who terminate their employment shall be entitled to a proportionate payment of wages in lieu of earned and unused vacation credits, provided such employees who terminate their employment of their own volition have provided the Employer with two (2) weeks' written notice and have continued their employment until such termination date. In the event an employee fails to observe the above conditions, unless such was not reasonably possible, the employee shall receive vacation pay in accordance with the Employment Standards Act.

15.07 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 16 - CUMULATIVE SICK LEAVE

16.01 Regular full time and regular part time employees shall be permitted to accumulate sick leave at the rate of two (2) days per month worked .

16.02 For the purpose of Article 16.01, if an employee works less than ten (10) days in any one calendar month, he/she will receive no sick leave credit for that month. If the employee works ten (10) or more days in any calendar month, he/she shall accumulate two (2) days' sick leave credit for that month.

16.03 All unused sick leave at the end of August in each year shall be accumulated to the credit of each employee, There is no maximum on the number of days accumulated. Every December 1 each employee shall receive a statement of his/her sick leave credit.

16.04 At the discretion of the appropriate Superintendent, an employee may be requested to present a medical certificate when he/she has accumulated a total of ten (10) or more days of absence in the previous twelve-month period.

16.05 a) Where an employee is absent due to extended illness in excess of one hundred and twenty (120) consecutive calendar days, the employee's sick leave credited in advance under 16.01 will be reduced by two (2) days per month commencing with the next full calendar month of absence.

b) Where an employee is absent due to Injury-on-Duty Leave in excess of one hundred and fifty (150) consecutive calendar days, the employee's sick leave credited in advance under 16.01 will be reduced by two (2) days per month commencing with the next full calendar month of absence.

c) If an employee has used all accumulated current sick leave, and has an illness which carries over into a new period, the allowance for that new period is not credited to the employee until he/she returns to work.

16.06 An employee who -joins the staff of this Board after serving with another municipality or Board which has established a sick leave credit plan as outlined in Section 158 of the Education Act R.S.O. 1980, shall have placed to his/her credit under the plan, the sick leave credits standing to his/her credit in the plan of the other municipality or Board.

Article 16 - Cumulative Sick Leave (continued)

16.07 An **employee** is eligible for sick leave with pay when he/she is unable to perform any work because of illness or injury, and provided that:

- a) the employee has unused accumulated sick leave,
- b) the employee is not on other leave, with or without pay, or under **suspension**,
- c) the **employee is** not eligible for benefits under Workers' Compensation or the Employer's L.T.D. programme.

16.08 Excessive absenteeism shall be just cause for disciplinary action including discharge by the Employer.

ARTICLE 17 HOURS OF WORK34
400017.01 Regular Work Week

a) Full time employees: except as provided for in article 17.05, the regular work week shall consist of five (5) eight (8) hour days, Monday to Friday inclusive. -----

b) Part-time employees: except as provided in article 17.05, the regular work week for part-time employees shall consist of not more than five (5) days, Monday to Friday, inclusive.

17.02 Regular Work Day: Full time Employees

For full time employees, the regular work day shall be as follows:

a) Bronson Shop: for all employees on the Maintenance Staff at Bronson Shop, eight hours from 7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m. unless otherwise approved by the Superintendent of Plant.

b) Student Transportation: eight hours between 7:30 a.m. to 4:30 p.m. (not including an unpaid one-hour lunch period).

c) All other employees:

i) Day Shift: one (1) eight (8) hour shift (not including a 1/2 hour unpaid meal period) between the hours of 6:00 a.m. and 4:00 p.m.

ii) Afternoon Shift: one (1) eight (8) hour shift (including a 1/2 hour paid meal period) between the hours of 3:00 p.m. and 12:00 midnight. On a trial basis, for the term of this Agreement, alternate hours may be approved where an employee requests in writing that his/her shift be scheduled to commence earlier than 3:00 p.m. Where such a request is received, subject to operational requirements, a temporary shift at his/her present location, may be established following consultation with the employee. Such schedules may be reviewed from time to time, '

Article 17 - Hours of Work (continued)17.03 Regular Work Day: Part-time Employees

For part-time employees, the regular work day shall be as follows:

a) Custodians Category I - Secondary

Hours of Work: The hours of work will be 5.5 hours per day, between the hours of 6:30 a.m. and 7:00 p.m. unless otherwise agreed to between the parties. The scheduling of the hours of work shall be arranged within each Centre.

Work Schedule: The work schedule shall end June 19, 1992, coincident with the end of the school year and shall commence August 24, 1992, two (2) weeks before the start of the next school year.

b) Custodians Category I - Elementary

Hours of Work*: The hours of work will be 3.75 hours per day, between the hours, of 7:00 a.m. and 6:00 p.m. unless otherwise agreed to between the parties. The scheduling of the hours of work shall be arranged within each Centre.

Work Schedule: The 1991-92 work schedule shall end June 26, 1992 and shall commence August 3, 1992.

c) Job Sharing

(i) Day Shift: not fewer than four (4) hours, and not more than eight (8) hours, between 6:00 a.m. and 4:00 p.m. Where the regular day shift is more than four (4) hours, there shall be an unpaid 1/2 hour meal period.

(ii) Afternoon-Shift: not fewer than four (4) hours, and not more than eight (8) hours, between 3:00 p.m. and 12:00 midnight. Where the regular afternoon shift is more than four (4) hours, there shall be a paid 1/2 hour meal period. On a trial basis, for the term of this Agreement, alternate hours may be approved where an employee requests in writing that his/her shift be scheduled to commence earlier than 3:00 p.m. Where such a request is received, subject to operational requirements, a temporary shift at his/her present location, may be established following consultation with the employee. Such schedules may be reviewed from time to time.

ARTICLE 17 - HOURS OF WORK17.04 Regular Shift

a) Unless expressly provided for elsewhere in this agreement, the regular shift for all classifications shall be the day shift.

b) Custodian II: the Employer may establish a regular afternoon shift for the Custodian II classification.

c) Custodian II (Floater): the regular shift for Custodian II (Floater) positions shall be the day shift. Where afternoon shift or Saturday shift absences require the assignment of Custodian II (Floaters), the Employer may select Custodian II Floaters for a change of shift with twenty-four (24) hours notice where possible. Effective February 10, 1992, the senior Floater employee in each Centre shall be assigned to the afternoon shift.

d) Custodian IV Replacement-Custodians: the regular shift for Custodian IV Replacement Custodians shall be the day shift. Where required by unusual operational exigencies or emergency conditions, the most junior Replacement Custodian may be assigned temporarily to an afternoon shift where the employee has been given twenty-four (24) hours notice that a change in shift is required.

17.05 Regular Saturday Shift: for regular full time employees, the Saturday Shift shall be eight (8) hours, between the hours of 8:00 a.m. and 5:00 p.m. (including a 1/2 hour paid meal period). The Employer may establish up to two (2) Custodian II positions in each building within the Centre. The Saturday shift positions within each Centre will be filled by the most junior Custodian II's in the Centre, who have completed their probationary period, unless a more senior Custodian II makes a written request to be transferred to one of the Saturday shift positions. The Saturday Shift hours will be prorated for regular part-time employees.

Article 17 - Hours of Work (continued)17.06 Shift Premiums

a) Afternoon t: Custodian, Category II employees paid at level iv) of the Custodian 2 salary scale are eligible for an afternoon hourly shift allowance of \$.10 per hour for each straight time hour worked on a regularly scheduled afternoon shift. Commencing March 16, 1992, the above afternoon hourly shift allowance will be increased to \$.25 per hour.

b) Saturday Shift: an employee assigned to work the Saturday shift as part of the employee's regular work week shall be paid \$.65 per hour for each regular hour worked. Commencing March 16, 1992, the above Saturday shift allowance will be increased to \$.70 per hour.

c) The premiums in a) and b) above shall not be included in an employee's basic salary for the purpose of calculating any other entitlement under this agreement, such as, overtime, vacation pay, sick leave or other leave with pay.

17.07 Emergency Conditions

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

17.08 Days of Rest

Employees' days of rest, whenever possible, shall be on a consecutive basis.

17.09 School Vacations

During the school vacation periods, Summer Break, Christmas Break and March Break, subject to operational requirements, the Employer may elect to suspend the afternoon shift and assign the employees, who are scheduled to work, to the day shift.

17.10 Professional Development Days

Where a cafeteria is not scheduled to be in service on a Professional Development Day and the operational requirements in the school permit, the cafeteria staff in that school may elect to take a day of paid vacation leave or a day of leave without pay.

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Article 17 - Hours of Work (Continued)17.11 Prorating of Benefits

a) Full-time employees working other than the regular work week described in 17.01 a) shall be eligible for vacation, sick leave, paid holidays, on a prorated basis, and under no circumstances shall such employees be eligible for vacation, sick leave or paid holidays in excess of those which apply to an employee working a regular work week.

b) Employees working an irregular work week shall be eligible for overtime pay, as agreed to by the Employer and the employee, provided under no circumstances shall this result in a benefit in excess of that which applies to an employee working a regular work week.

c) Regular part-time employees shall be subject to the above on a prorated basis.

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ARTICLE PAID HOLIDAYS

18.01 The following will be recognized as paid holidays to be paid for at the regular rates:

| | |
|------------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Queen's Birthday | Christmas Day |
| Dominion Day | Boxing Day |

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+ / The second half of the regular work day or shift immediately preceding Christmas Day and New Year's Day, provided the employee is not absent without authority on the first half of those days or shifts.

Any other day, including Remembrance Day, if proclaimed as a school holiday by the Ministry of Education or the Employer.

18.02 a) A twelve month employee will be paid for a holiday under this Article provided the employee:

i) worked the last scheduled working day before and the first scheduled working day after such holiday if the employee was scheduled to work, unless the employee was excused by the Employer; and,

ii) is on the active payroll of the Employer.

b) Cafeteria and Custodian I staff who are employed on a 10-month or 11-month basis and whose work schedule terminates prior to the July 1 Holiday or commences after the Civic Holiday shall only be paid for the holidays which fall within their normal work: schedule as established by past practice, or as established by this Agreement, and subject to the conditions of 18.02(a)i) and ii) above.

18.03 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.

18.04 A member of the regular staff will be given an alternative holiday on a day approved by the Superintendent of Plant should any of the above holidays fall on an employee's day of rest when the employee is not required to work by reason of shift work.

Article 18 Paid Holidays (continued)

18.05 **The Employer** may cancel the observance of Boxing Day and designate another day or days in lieu thereof, should the days of the week on which **Christmas** and New Year's Day fall, make a different arrangement during the Christmas holiday period more 'suitable.

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18.06 **Employees** who are required to work on a proclaimed holiday will be paid for each hour worked, an amount not less than triple time and one-half the employee's regular rate. The Employer will make every effort to ensure that employees have time off, particularly on Christmas and New Year's Day.

ARTICLE 19 - SICK LEAVE GRATUITY

19.01 An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last date of hire and who retired for any of the following reasons shall be entitled to a Sick: Leave Gratuity Allowance calculated in accordance with 19.03:

- (a) Death;
- (b) Permanent disability as defined by O.M.E.R.S.;
- (c) Becoming eligible for a pension as defined by O.M.E.R.S. (upon submission of proof that pension payments will commence within two (2) months of termination).
- (d) is 55 years of age or greater at the time of retirement and elects to defer their pension benefits until a later date.

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NOTE: Part-time employees who do not participate in O.M.E.R.S. may qualify for a gratuity:

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- 1) upon submission of proof of permanent disability as determined by the Canada Pension Plan, or;
- 2) if the employee is age 55 or greater and gives notification of retirement.

19.02 Employees in the cafeteria services under the former Collegiate Institute Board who retire at age sixty-five (65) (or if the employee continues with the Board past the age of sixty-five (65), on retirement), will be paid half of the accumulated sick leave. This payment will be made in a lump sum on the basis of the employee's yearly salary at retirement. Calculations will be on a 20-day month basis, with a limit of 120 days' pay (six months' salary).

Article 19 -- Sick Leave Gratuity' (continued)

19.03 The amount of the said gratuity shall be calculated as follows:'

a) Employees on a ten (10) month basis:

$$\frac{\text{No of Years Service}}{20} \text{ (Max. 20)} \times \frac{*Salary}{2} \times \frac{\text{Accumulated Sick Leave}}{200} \text{ (M a 200 d a y s)}$$

b) Employees on a twelve (12) month' basis:

$$\frac{\text{No of Years Service}}{20} \text{ (Max. 20)} \times \frac{*Salary}{2} \times \frac{\text{Accumulated Sick Leave}}{250} \text{ (Max. 250 days)}$$

* Salary shall be defined as the salary rate paid to the employee by the Employer on the last day worked.

19.04 The said gratuity as herein provided may be paid in the month following the month of retirement, provided the employee has notified the Employer of his/her intention to retire in December of the year preceding the year of retirement. Failure to so notify the Employer may result in the gratuity payment being delayed until January of the year following retirement. If termination of the employment is because of death, payment shall be made to the employee's estate.

19.05 Sick leave accumulated in the service of another Board other than the Boards amalgamated under The Ottawa Board of Education will not be considered.

19.06 Except as covered by other regulations as herein contained, when an employee resigns and leaves the employ of the Board, then is re-engaged by the Board, such employee is to be regarded as a new employee for Sick Leave Gratuity benefits, except as under the provisions of Article 19.07.

19.07 When an employee resigns from the staff to attend a university and immediately after completion of the university course is re-engaged by the Board, such employee's service with the Board prior to such resignation shall be treated as part of the continuous service with the Board.

Article 19 -- Sick Leave Gratuity (continued)

19.08 When the employee retires to enter the employ of another municipality or local Board which has established a sick leave credit plan to which the employee is entitled under Section 158 of the Education Act, R.S.O. 1980, to transfer his/her credit, he/she shall not be paid under this scheme.

19.09 Care and Maintenance staff, who were hired prior to January 1st, 1970, on the staff of the former Collegiate Institute Board of Ottawa, will continue under arrangements in respect to sick leave gratuity as follows:

At the age of sixty-five (65), and on retirement, (or if the employee continues with the Board, past the age of 65, on retirement) half of the accumulated sick leave to the credit of the employee be paid to him. This payment is to be made in a lump sum on the basis of the employee's yearly salary on retirement, and the calculation to be made with a limit of 120 days' pay (six (6) months' salary),

ARTICLE 20 - TRAVEL ALLOWANCE PLAN

20.01 All employees who are authorized to use their vehicles on the Employer's business may claim reimbursement at the rate determined by the Employer for all staff.

20.02 Claims for reimbursement must be made on the form provided, with the total kilometres for each half-day period shown separately.

20.03 Claims for reimbursement for parking fees (except parking meters) must be supported by vouchers. Parking fees at the normal place of employment are not to be claimed.

20.04 Regular full-time or part-time employees of the MacSkimming Natural Science School who drive from or through the City of Ottawa on their way to work are to be compensated at the rate to be determined by the Employer for all kilometres actually travelled from the boundary of the City of Ottawa (maximum distance of twenty-seven decimal four (27.4) kilometres) with such compensation to be limited to one round trip per day.

20.05 Employees will not; be reimbursed for kilometres incurred in travelling between their residence and place of employment, except as provided in Article 20.04.

ARTICLE 21 - OVERTIME21.01 Definitions:

Overtime is defined as authorized work in excess of the individual's regular scheduled daily or weekly hours and which is compensated at premium rates as follows:

a) - "~~time and one half~~" is 1-1/2 times the straight time hourly rate as specified in Appendix A.

b) "double time" is twice the straight time hourly rate as specified in Appendix A.

c) "call back" is 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.

21.02 a) Overtime shall be voluntary except in emergency situations such as flood, fire, adverse weather conditions, or other crises disrupting the Employer's normal operations or which may be damaging to the Employer's property and premises. 40
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b) Overtime will be distributed as equitably as operational requirements permit among the qualified employees eligible for such overtime: within the work group or location; or, if necessary, within the work group or centre. An employee declining to work overtime shall be deemed to have worked in the recording of overtime distribution among the eligible employees.

21.03 Overtime shall be compensated for at the rate of time and one-half the straight time rate for those hours worked in excess of the normal daily or weekly hours and at the rate of double the straight time rate for all hours worked on Sunday. Nothing in this Collective Agreement shall permit the pyramiding of overtime for any hours so worked. 37.2
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21.04 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 the discretion of the Employer. 41
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21.05 Employees shall be allowed a paid rest period of fifteen (15) minutes during each three (3) hours of overtime.

21.06 An employee who is called back and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at the overtime rate.

Article 21 -- Overtime (continued)

21.07 An employee who is scheduled to work overtime and who has not been notified not to report for overtime work shall be paid for a minimum of three (3) hours at the overtime rate.

21.08 An employee who is required to work in excess of eight (8) hours of overtime in any one twenty-four (24) hour period shall be paid for each additional overtime hour worked in excess of the initial eight (8) overtime hours within the same twenty-four (24) hour period at the same rate of double the straight time rate, on the condition that:

a) in computing the amount of overtime to be paid, there shall be no pyramiding permitted of any hours so worked or of the rates to be applied. In the event that the employee is eligible for a higher overtime premium rate, the higher overtime premium rate shall be applied;

b) no overtime rates shall apply for any regularly scheduled hours of work;

c) where the overtime period extends beyond twenty-four (24) continuous and uninterrupted hours or where the overtime has been interrupted within a given twenty-four (24) hour period and the final period of overtime at which time the premium of double the straight time rate is being applied extends beyond the established twenty-four (24) hour period, the additional hours overtime worked on a continuous and uninterrupted basis shall continue to be paid at the premium of double the straight time hourly rate.

21.09 An employee who is required to check a school building as part of his/her regular duties at times when the school is closed, may claim for a reasonable amount of time spent in delay in gaining access to the premises due to snow blockage.

21.10 a) 'When an employee works overtime in excess of three (3) hours immediately following the employee's normal shift, the employee shall receive a meal allowance of \$6.64 minimum or such other rate as set by the Employer for all staff, Effective February 10, 1992, the employee shall receive a meal allowance of \$7.50 minimum or such other rate as set by the Employer for all staff,

b) Effective February 10, 1992, when an employee works overtime in excess of three (3) hours immediately before the employee's normal shift, the employee shall receive a meal allowance of \$2.50.

21 .11 No overtime and call-back work shall be performed without the approval of an authorized person.

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Article 21 - Overtime (continued)

21.12 At the written request of the Employer, Category 2 b) Burner: Mechanics will make themselves available on a rotating twenty-four (24) hour standby basis throughout the peak heating season, commencing the first week of December, through and, including the first week of March each year, Where the employees are called back outside their scheduled hours of work, the employees shall be paid the overtime rates prescribed in this Agreement. 49
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For each week, Monday to Sunday inclusive, that the employee is on stand-by, the employee will be paid the equivalent of one (1) day's pay at their regular rate, or time off at a time to be mutually agreed upon with the employee's supervisor. The standby schedule will be assigned following discussion with the employees concerned.

21.13 Overtime worked during the month of June shall be paid no later than July.

ARTICLE 22 - CLOTHING

22.01 Student Transportation Category 1 shall be provided with the following articles of uniform:

a) On appointment and each second year thereafter:-

| | |
|------------------------|------------|
| 1 pair winter trousers | 2 ties |
| 3 shirts | 1 cap |
| 1 jacket | 1 overcoat |

b) After the first year of employment and each succeeding second year thereafter:-.

| | |
|-------------------------------|--------|
| 1 pair summer weight trousers | 2 ties |
| 3 shirts | |

22.02 Two (2) pairs of coveralls and two (2) pairs of working gloves will be provided to the Chief Custodian in each school as required for the use of employees in the cleaning of heating equipment as well as employees at the Bronson Shop classified as Category 1 - Plumber and Category 3 - Burner Mechanic. Coveralls and gloves will be available to employees at the Bronson Shop classified as Category 5 - Tradeshelper, Category 6 - Truck Driver (to a maximum of seven (7) employees) and Category 7 - Labourer (Building and Maintenance). Coveralls and gloves will also be available to the Assistant to the Outdoor Education Technician at the MacSkimming Natural Science School. A supply of rubber boots and rain gear will be maintained in the Bronson Shop. Painters' pants will be made available to Category 4 - Painters.

22.03 Each bus driver (Student Transportation Category 2) employed on a regular basis will be provided with the following articles of uniform:

a) On appointment and each second year thereafter:-

1 winter jacket

b) After the first year of employment and each succeeding second year thereafter:-

1 summer jacket 2 pairs summer slacks

22.04 Each regular Custodian Category 1 (Part-time Caretaker) will be provided with two (2) working smocks.

22.05 Each Cafeteria Worker will be provided with two (2) working smocks as required.

22ticle - Clothing (cont'd)

22.06 a) Each regular Custodian 2 and above and each regular employee in the Maintenance Department and the MacSkimming Natural Science School shall be issued a uniform.

b) The Labour-Management Committee shall meet to determine the design and timing of the issuing of the uniforms which shall be on the basis of three (3) shirts and two (2) pairs of pants. The Committee will also discuss the issuing of similar uniforms to employees in Student Transportation in place of the provisions in Articles 22.01 and 22.03.

22.07 All employees who are issued uniforms shall be required to wear such uniforms when at work. All uniforms are to be cleaned and maintained by the employee.

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ARTICLE 24 - TERMINATION OF EMPLOYMENT

24.01 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.

24.02 Seniority shall cease and the employment relationship shall be considered terminated when an employee:

- a) terminates his/her employment for any reason, or
- b) is discharged and not reinstated through the Grievance or Arbitration procedures, or
- c) fails to return from leave of absence unless such failure to return is proven to the satisfaction of the Employer to be due to causes beyond the employee's control, or
- d) is absent from work without permission and without cause for more than three (3) consecutive working days, or
- e) fails to notify the Employer of his/her intention to return to work after a lay-off within five (5) calendar days after having been notified of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on lay-off,, or
- f) fails to return to work within fourteen (14) calendar days following the date he/she notified the Employer of his/her intention to return to work as in (e) of this Article, or
- g) is laid off for a period longer than twelve (12) consecutive months,, or
- h) is retired at the regular retirement age,

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ARTICLE 25 - SUPPLEMENTARY PENSION PLANS

25.01 The following regulation applies to:

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

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

1) 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.

2) 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

ARTICLE - EMPLOYEE BENEFITS

O.M.E.R.S.

26.01 The Employer shall continue to participate in the Ontario Municipal Employees Retirement System ("O.M.E.R.S.") subject to the provisions of the Ontario Municipal Employees' Retirement System Act ("Act") and the regulations made under it ("Regulations").

26.02 The O.M.E.R.S. Supplementary Plan is incorporated to apply to all eligible employees.

Regular Full-Time Employees

26.03 a) Life Insurance Plan (Compulsory to new and existing enroled members)

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Compulsory The Life Insurance Plan will provide \$45,000 compulsory coverage. The Employer will pay 100% of the Compulsory coverage.

Optional An additional \$50,000 of optional coverage will be made available to employees, subject to the conditions of the carrier, in packages of \$10,000 each with the employee paying one hundred percent (100%) of the premium cost.

b) Long Term Disability Insurance-Plan (Compulsory to new and existing enroled members)

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Cost sharing shall be 80% by the Employer, 20% by the employee.

c) Extended Medical Insurance Plan (Optional)

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Cost sharing shall be 80% by the Employer, 20% by the employee. Commencing three (3) months following the date of final ratification, cost sharing shall be increased to 90% by the Employer and the balance shall be paid by the employee.

Effective three (3) months following the date of final ratification, the Extended Health Insurance Plan will be amended to include Vision Care. The Vision Care provision will reimburse up to \$150 per insured, per twenty-four (24) month period, for vision correction lenses and frames or contact lenses, which were prescribed by a licensed optometrist or ophthalmologist.

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d) Semi-Private Hospital Insurance Plan (Optional)

Cost sharing shall be 80% by the Employer, 20% by the employee. Commencing three (3) months following the date of final ratification, cost sharing shall be increased to 90% by the Employer and the balance shall be paid by the employee.

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Article 26 ~~w~~ Employee Benefits (continued)

26.03 e) Dental Plan (Compulsory for all new employees and existing enroled employees, unless covered by a spouse or by payment through another group.)

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2 The Dental Plan will be a basic plan equivalent to the Blue Cross Dental Plan Number 9 and will provide for the 1988 O.D.A. Schedule of Fees. The Dental Plan shall also provide for 50% co-insurance for Major Restorative Services (\$1,000 annual maximum per insured person). Effective three (3) months following the date of final ratification, the Dental Plan will be amended to provide for the 1991 O.D.A. Schedule of Fees.

Cost sharing shall be 50% by the Employer, 50% by the employee. Commencing three (3) months following the date of final ratification, cost sharing shall be increased to 70% by the Employer and the balance shall be paid by the employee.

Regular Part-time Employees *46*
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26.04 Regular part-time employees shall be eligible to participate in the following health and welfare plans provided the employee is enroled in such plans and subject to the terms and conditions of the respective carriers of such plans:

a) Life Insurance Plan (Compulsory)

Compulsory - The Life Insurance Plan will provide \$25,000. compulsory coverage. The Employer will pay 100% of the premium cost.

Optional - An additional \$50,000 of optional coverage will be made available to employees subject to the conditions of the carrier, in packages of \$10,000 each with the employee paying one hundred percent (100%) of the premium cost.

Article 26 - Employee Benefits (continued)26.04 b) Extended Medical Insurance Plan (Optional)

Cost sharing shall be pro-rated as follows:

| | | | |
|-----------------------------|-------|--------------|------------|
| Number of Regular Scheduled | | | |
| - - - <u>Weekly Hours</u> | X 80% | of premium = | Employer's |
| 40 | | | Share |

Effective three (3) months following the date of final ratification, the Extended Health Insurance Plan will be amended to include Vision Care. The 'Vision Care provision will reimburse up to \$150 per insured, per twenty-four (24) month period, for vision correction lenses and frames or contact lenses, which were prescribed by a licensed optometrist or ophthalmologist.

Effective three (3) months following the date of ratification:

| | | | |
|-----------------------------|-------|--------------|------------|
| Number of Regular Scheduled | | | |
| <u>Weekly Hours</u> - - - | X 90% | of premium = | Employer's |
| 40 - - - | | | Share |

The balance of the premium shall be paid by the employee,

c) Semi-Private Hospital Insurance Plan (Optional)

Cost sharing shall be pro-rated as follows:

| | | | |
|-----------------------------|-------|--------------|------------|
| Number of Regular Scheduled | | | |
| <u>Weekly Hours</u> | X 80% | of premium = | Employer's |
| 40 | | | Share |

Effective three (3) months following the date of ratification:

| | | | |
|-----------------------------|-------|--------------|------------|
| Number of Regular Scheduled | | | |
| - - - <u>Weekly Hours</u> | X 90% | of premium = | Employer's |
| 40 - - - - - | | | Share |

The balance of the premium shall be paid by the employee.

Article 25 - Employee Benefits (continued)

26.04d) Dental Plan (Compulsory for all new employees and existing enroled employees unless covered by a spouse or by payment through another group.)

The Dental Plan will be a basic plan equivalent to the Blue Cross Dental Plan Number 9 and will provide for the 1988 O.D.A. Schedule of Fees. The Dental Plan shall also provide for 50% co-insurance for Major Restorative Services - (\$1,000 annual maximum per insured person) . Effective three (3) months following the date of final ratification, the Dental Plan will be amended to provide for the 1991 O.D.A. Schedule of Fees.

Cost sharing shall be pro-rated as follows:

| | | | |
|-----------------------------|------------------|---|------------------|
| Number of Regular Scheduled | | | |
| - - - <u>Weekly Hours</u> | X 50% of premium | = | Employer's Share |
| 40 | | | |

Effective three (3) months following the date of ratification:

| | | | |
|-----------------------------|------------------|---|----------------|
| Number of Regular Scheduled | | | |
| - - - <u>Weekly Hours</u> | X 70% of premium | = | Employer Share |
| 40 | | | |

The balance of the premium shall be paid by the employee.

ARTICLE **JOB**~~27~~ **CLASSIFICATIONS AND WAGE SCHEDULES**

27.01 As outlined in Appendix "A" attached hereto and forming part of this Agreement .

A R T I C L E 20E OF - DISCIPLINE OR DISCHARGES

28.01 a) In the event an employee who has completed the Probationary period is to be disciplined or discharged by the Employer, such notice of discipline or discharge from the Employer shall be in writing to the employee concerned, with a copy mailed to the Union.

b) Such an employee has a right to be accompanied and advised by a Union Representative during a meeting with the Employer which will result in a written notice of discipline or discharge,

c) The Employer shall advise the employee of his/her right and shall adjourn the meeting, if necessary, to permit the attendance of a Union Representative.

d) The notice shall set forth reasons for such discipline or discharge, and shall be sent within fifteen (15) working days after the date of the alleged infraction, or of its coming to the attention of the Employer, or of the date of the culminating incident, or latest source of dissatisfaction. Nothing shall prevent the Employer from relying on earlier performance, or infractions, counselling or verbal reprimands to substantiate the notice herein referred to.

e) The employee shall have the right to respond in writing to such notice of discipline or discharge. Such response shall be placed in the personnel file of the employee.

28.02 No matter of discipline shall be brought forward at any grievance or subsequent arbitration if it has not occurred during the previous twelve (12) month period, except that in the event a serious breach of discipline has occurred in or during the previous twelve (12) month period, an employee's complete record may be brought forward for review at such grievance, or subsequent arbitration. 4-

28.03 No matter of discipline shall be considered in any promotion procedure if it has not occurred during the previous three (3) year period, except that in the event a serious breach of discipline has occurred in or during the previous four (4) year period, an employee's complete record may be brought forward for review.

28.04 Upon written request by an employee, the personnel file or the working file of that employee will be made available twice per year for the employee's examination in the presence of an authorized representative of the Employer.

ARTICLE 29 - EMPLOYEES WORKING OTHER CLASSIFICATIONS

29.01 An employee required by the Employer to temporarily work in a higher rated classification shall continue to receive his/her normal rate of pay until he/she works in the higher rated classification for more than three (3) consecutive work days. If the temporary work: in the higher rated classification continues for more than the period of three (3) days, the employee shall receive the higher wage rate from the beginning of the period.

Custodian Category III, Relieving Caretaker employees shall not be eligible for the higher wage rate until such a temporary assignment exceeds thirty (30) consecutive working days.

29.02 Employees temporarily required to perform work in a lower rated job classification shall not have the wage rate reduced while working in the lower job classification.

29.03 Notwithstanding the provisions of Article 21, Overtime, where an employee is temporarily assigned to a higher rated classification and the duties of the position require the employee to work in excess of the employee's regular scheduled daily or weekly hours but not more than the regular scheduled daily or weekly hours for the higher rated classification, the employee will be paid for all hours worked within the regular scheduled daily or weekly hours for the higher rated classification, the straight time hourly rate applicable to the employee as determined in Article 29. Where the employee is required to work in excess of the regular scheduled daily or weekly hours for the higher rated classification, the employee will be paid the appropriate overtime premium calculated on the applicable hourly rate as determined in Article 29.

ARTICLE 30 - BULLETIN BOARDS

30.01 Employer to provide suitable bulletin boards for posting notices of interest to Union members.

ARTICLE 31 - ADDITIONAL ALLOWANCES

31.01 Allowances paid to employees under the provisions of Appendix "A", Part 2, paragraphs 1 and 2, shall be included in their regular wage rate for the purpose of calculating overtime payments.

ARTICLE 32 - PERSONS-OUTSIDE THE-BARGAINING UNIT

32.01 No person outside the Bargaining Unit who supervises employees; within the Bargaining Unit shall perform work normally performed by employees in the Bargaining Unit, except in emergency situations such as flood, fire, adverse weather conditions, or other crises disrupting the Employer's normal operations or damaging to the Employer's property and premises. 3/1

ARTICLE 33 - REPRESENTATIVES' VISITS

33.01 Upon approval of the appropriate Superintendent, a Principal, or other Employer designate, officers or representatives of the Union shall be allowed to visit the premises of the Employer at such times as employees are working, in order to ensure the terms of this Agreement are being implemented.. Approval for such visits shall not be unreasonably withheld.

ARTICLE 34 - GENERAL

34.01 Every employee in the Bargaining Unit shall receive a copy of this Agreement within sixty (60) days of signing or as soon thereafter as possible. The Employer shall have sufficient copies of the Agreement printed, the cost to be borne by the Employer who shall have the right to establish format and quality.

34.02 Where a noun,, pronoun or adjective indicating gender or sex is used throughout this Agreement or Appendices attached hereto and forming part of this Agreement, the other gender or sex shall be equally included unless specifically excluded.

34.03 Where the term 'appropriate Superintendent' has been used throughout this Agreement, it shall mean the Superintendent of Plant or, in the case of cafeteria workers, the Superintendent of Business and Finance.

34.04 a) The Employer agrees that, subject to the provisions of this Article 34, an employee charged with a criminal or statutory offence because of acts done in the performance in good faith of the employee's assigned duties and who is finally acquitted or where the charges are withdrawn the employee shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges. Notwithstanding the above, in the event that an employee is charged with a statutory offence in a driving related incident while in the performance in good faith of the employee's assigned duties and who is finally acquitted in the defence of such charges, indemnification for legal and related costs shall be to a maximum of five hundred dollars (\$500). This shall not include legal costs arising from grievance arbitration under the Collective Agreement.

b) Notwithstanding clause 34.05 a) the Employer may refuse payment otherwise authorized under clause a) above where the actions of the employee from which the charges arose were the result of the employee's negligence or misconduct,

Article 34 - General (continued)

34.04 c) Where the employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties the employee shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

1) Where the Employer is not joined in the action as a party and the Employer does not elect to defend the action on behalf of itself and the employee jointly.

2) Where the Employer is joined as a party or elects to defend the action but is of the view that a second solicitor should be retained to defend the employee in that action.

d) Where an employee intends to apply for indemnification hereunder, the employee shall, within ten (10) working days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he/she will not be represented by counsel retained by the Employer apply in writing to the appropriate Superintendent for approval to retain counsel and approval of the counsel to be so retained.

ARTICLE 35 - AMENDMENTS TO THE AGREEMENT

35.01 Any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of this Agreement. Supplementary written agreements made after the signing of this Agreement between the Employer and the Union, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.



ARTICLE 36 - DURATION AND RETROACTIVITY

36.01 The term of this Agreement, including Appendices "A" and "B" shall be from and including ~~the sixteenth (16th) day of March 1991~~ to and including the ~~fifteenth (15th) day of March 1993~~ and from year to year thereafter, unless either Party gives notice in writing to the other Party of its desire to negotiate amendments in the period of three (3) months prior to the termination date. The effective date of the provisions of this agreement, unless otherwise specifically provided for shall be February 10, 1992.

36.02 Salaries and allowances are retroactive to March 16, 1991 for those employees in the employ of The Ottawa Board of Education as of February 10, 1992. Employees who retired or resigned during the period March 16, 1991 to February 10, 1992 shall be eligible for retroactivity up to the date of their termination of employment.

501aAPPENDIX

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PART 'I -- SCHEDULE OF WAGES

In cases where an hourly rate is shown in conjunction with an annual rate, the annual rate shall apply for individual classifications.

| JOB CLASSIFICATIONS | Effective March 16, 1991 | | Effective March 16, 1992 | | Effective Sept. 16, 1992 | |
|--|-----------------------------|--------|-----------------------------|--------|-----------------------------|--------|
| | Annual \$ | Hourly | Annual \$ | Hourly | Annual \$ | Hourly |
| <u>Chief -</u> Maintenance | | | | | | |
| Category A - Electrician - Plumber | 37,087 | 17.83 | 37,829 | 18.19 | 38,200 | 18.37 |
| Category B - Plasterer - Carpenter - Bricklayer | 35,035 | 16.84 | 35,736 | 17.18 | 36,086 | 17.35 |
| Category C - Painter - Trucking | 32,953 | 15.84 | 33,612 | 16.16 | 33,942 | 16.32 |
| Category D - Labourer | 29,133 | 14.01 | 29,716 | 14.29 | 30,007 | 14.43 |

Part 1 - Schedule of Wages (continued)

'In cases where an hourly rate is shown in conjunction with an annual. rate, the annual rate shall apply for individual classifications.

| JOB CLASSIFICATIONS | Effective March 16, 1991 | | Effective March 16, 1992 | | Effective Sept. 16, 1992 | |
|--|-----------------------------|---------------|-----------------------------|---------------|-----------------------------|---------------|
| | <u>Annual</u> | <u>Hourly</u> | <u>Annual</u> | <u>Hourly</u> | <u>Annual</u> | <u>Hourly</u> |
| | \$ | | \$ | | \$ | |
| <u>Maintenance</u> | | | | | | |
| Staff - | | | | | | |
| Category 1 | 35,035 | 16.84 | 35,736 | 17.18 | 36,086 | 17.35 |
| - Electrician | | | | | | |
| - Plumber | | | | | | |
| Category 2 | | | | | | |
| a) Head Auto Mechanic | 32,953 | 15.84 | 33,612 | 16.16 | 33,942 | 16.32 |
| b) Carpenter | 32,876 | 15.81 | 33,534 | 16.12 | 33,862 | 16.28 |
| c) Burner Mechanic (with gas certification) Plasterer Bricklayer | 32,164 | 15.46 | 32,807 | 15.77 | 33,129 | 15.93 |
| Category 3 | 31,406 | 15.10 | 32,034 | 15.40 | 32,348 | 15.55 |
| - Auto Mechanic | | | | | | |
| - Welder | | | | | | |
| Category 4 | 30,019 | 14.43 | 30,619 | 14.72 | 30,920 | 14.87 |
| - Glazier | | | | | | |
| - Centre Carpenter | | | | | | |
| - Painter | | | | | | |
| - 4th Class Engineer | | | | | | |
| Category 5 | 29,133 | 14.01 | 29,716 | 14.29 | 30,007 | 14.43 |
| - Landscaper | | | | | | |
| - Trades Helper | | | | | | |
| Category 6 | 27,132 | 13.04 | 27,675 | 13.31 | 27,946 | 13.44 |
| - Truck Driver | | | | | | |
| Category 7 | 24,204 | 11.64 | 24,688 | 11.87 | 24,930 | 11.99 |
| - Labourer (Building & Maintenance) | | | | | | |

Part 1 - Schedule of Wages (continued)

In cases where an hourly rate is shown in conjunction with an annual rate, the annual rate shall apply for individual classifications.

| JOB CLASSIFICATIONS | Effective March 16, 1991 | | Effective March 16, 1992 | | Effective Sept. 16, 1992 | |
|-------------------------------------|-----------------------------|-------------------|-----------------------------|-------------------|-----------------------------|-------------------|
| | Annual | Hourly | Annual | Hourly | Annual | Hourly |
| | \$ | | \$ | | \$ | |
| <u>Custodial Staff</u> | | | | | | |
| Category 1 | | 11.40 | | 11.87 | | 11.99 |
| Part-Time Caretaker | | | | | | |
| *(Eff. Aug. 20/91 Pay Equity) | * | 11.64 | | | | |
| Category 2 | | | | | | |
| Full-time Caretaker | | | | | | |
| i) on probation (new hires) | 21,618 | 10.39 | 22,050 | 10.60 | 22,267 | 10.71 |
| ii) on appointment (start rate) | 23,709 | 11.40 <i>Base</i> | 24,183 | 11.63 <i>Base</i> | 24,420 | 11.74 <i>Base</i> |
| iii) after: one year | 24,977 | 12.01 | 25,477 | 12.25 | 25,726 | 12.37 |
| iv) after two years | 27,411 | 13.18 | 27,959 | 13.44 | 28,233 | 13.57 |
| Category 4 | | | | | | |
| - Replacement Custodian | 28,394 | 13.65 | 28,962 | 13.92 | 29,246 | 14.06 |
| Category 5 | | | | | | |
| - Chief Custodian (1-24 classes) | | | | | | |
| (25-35 classes) | 29,013 | 13.95 | 29,593 | 14.23 | 29,883 | 14.37 |
| (35+ classes) | 30,068 | 14.46 | 30,669 | 14.74 | 30,970 | 14.89 |
| Category 6 | | | | | | |
| - Centre Custodian | 31,123 | 14.96 | 31,745 | 15.26 | 32,057 | 15.41 |
| | 32,178 | 15.47 | 32,822 | 15.78 | 33,143 | 15.93 |

Part 1 - Schedule of Wages (continued)

In cases where an hourly rate is shown in conjunction with an annual rate, the annual rate shall apply for individual classifications.

| <u>JOB CLASSIFICATIONS</u> | Effective March 16, 1991 | | Effective March 16, 1992 | | Effective Sept. 16, 1992 | |
|---|-----------------------------|---------------|-----------------------------|-------|-----------------------------|---------------|
| | Annual \$ | <u>Hourly</u> | <u>Hourly</u> | | Annual \$ | <u>Hourly</u> |
| <u>Student Transportation</u> | | | | | | |
| Assistant to the Supervisor of Busing | 37,087 | 17.83 | 37,829 | 18.19 | 38,200 | 18.37 |
| Co-ordinator of Special Education Transportation (10 Months) | 30,906 | 17.83 | 31,524 | 18.19 | 31,833 | 18.37 |
| Category 1 Bus Driver (Class "B" License) | 29,133 | 14.01 | 29,716 | 14.29 | 30,007 | 14.43 |
| Category 2 Bus Driver (Class "E" License) | | 13.04 | | 13.30 | | 13.43 |
| <u>MacSkimming Outdoor Education Centre</u> | | | | | | |
| Assistant to the Outdoor Education Technician | 29,133 | 14.01 | 29,716 | 14.29 | 30,007 | 14.43 |
| <u>Safeteria f f</u> | | | | | | |
| Assistant Cafeteria Manager *(Effective Aug. 20/91 Pay Equity) | | 11.40 | | 11.87 | | 11.99 |
| | * | 11.64 | | | | |
| Cashier/Kitchen Assistant | | 10.35 | | 10.56 | | 10.66 |

PART 2 - ALLOWANCES

1. An employee in the Maintenance Staff who is required to act as a working **Chief-Maintenance** in charge of four or more other Maintenance Staff employees who work at the same trade as the employee does, the employee shall be paid an allowance of \$553.26 per annum in addition to the employee's regular salary for the duration of such added responsibility upon approval by the Superintendent of Plant.
- .. Employees in the **Student** Transportation Department will be reimbursed for up to sixteen dollars (\$16.00) of the amount specified on a receipt of payment of the required medical for the regular renewal of their Class "B" license.
3. Chief Custodians shall be classified in Categories I, II, or III based on the following:

| | | |
|--------------|----|------------------------------------|
| Category I | -- | 1 - 24 classrooms |
| Category II | -- | 25 - 35 classrooms |
| Category III | -- | 35 + classrooms |
| | | or |
| | | 330 Gilmour Street |
| | | or |
| | | the Maintenance Division Building. |

THE OTTAWA BOARD OF EDUCATION

GRIEVANCE FORM

INSTRUCTIONS:

- I - GRIEVANCE FORM TO BE COMPLETED BY THE GRIEVOR IN CONSULTATION WITH THE BRANCH REPRESENTATIVE.
- II - THE COMPLETED GRIEVANCE FORM IS TO BE SUBMITTED TO THE GRIEVOR'S IMMEDIATE SUPERVISOR. THE GRIEVOR SHALL RETAIN A COPY.
- III - THE SUPERVISOR, FOLLOWING INVESTIGATION AND CONSULTATION, SHALL COMPLETE THE REPLY TO THE GRIEVANCE. THE SUPERVISOR SHALL FORWARD THE ORIGINAL TO THE GRIEVOR, ONE COPY TO SUPERINTENDENT OF HUMAN RESOURCES, ONE COPY TO APPROPRIATE SUPERINTENDENT, ONE COPY TO THE PRESIDENT OF THE BARGAINING UNIT AND RETAIN ONE COPY.

PLEASE PRINT

| | | | |
|---|---|--------------------------------|-----------------------------|
| TO: | NAME OF GRIEVOR: | POSITION OF GRIEVOR: | LOCATION OF GRIEVOR: |
| <p><i>PURSUANT TO THE GRIEVANCE PROCEDURE PROVIDED IN THE COLLECTIVE AGREEMENT WITH THE PLANT SUPPORT STAFF BARGAINING UNIT DISTRICT 28, ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION I AM SUBMITTING THE FOLLOWING GRIEVANCE: (WHERE SPACE IS INSUFFICIENT, A SEPARATE PAGE MAY BE ATTACHED.)</i></p> <hr/> <hr/> <hr/> <hr/> | | | |
| <p><i>CONTRARY TO ARTICLE(S) _____ OF THE COLLECTIVE AGREEMENT</i></p> | | | |
| <p><i>DATE OF ALLEGED VIOLATION OF THE AGREEMENT GIVING RISE TO THE GRIEVANCE:</i></p> | | | |
| <p><i>RELIEF SOUGHT:</i></p> <hr/> <hr/> <hr/> <hr/> | | | |
| GRIEVOR'S SIGNATURE: | P.S.S. REPRESENTATIVE'S SIGNATURE: | SUPERVISOR'S SIGNATURE: | |
| DATE: | | DATE: | |
| | | TO: | |
| REPLY TO GRIEVANCE | | | |
| <p><i>I HAVE REVIEWED YOUR GRIEVANCE AS STATED ABOVE AND MY DECISION IS:</i></p> <hr/> <hr/> <hr/> | | | |
| | | SUPERVISOR'S SIGNATURE: | DATE: |

IN THE EVENT THAT THE GRIEVANCE IS NOT SETTLED AT STEP ONE AND THE GRIEVOR WISHES TO PROCEED TO STEP TWO IN THE GRIEVANCE PROCEDURE, A LETTER MUST BE FORWARDED TO THE APPROPRIATE SUPERINTENDENT.

DATED AT OTTAWA, ONTARIO, THIS 10th DAY OF MARCH, 1992.

FOR THE OTTAWA BOARD OF EDUCATION

FOR THE O.S.S.T.F. DISTRICT 26
PLANT SUPPORT STAFF BARGAINING
UNIT

Bruce Mackey
[Signature]
[Signature]
Linda Davis
[Signature]

Raymond Galloway
Elgin Montague
Ernie Thompson
Margaret Holstein
[Signature]
[Signature]
Ken Berrea

LETTER OF UNDERSTANDING

This letter shall be attached to but not form part of the Collective Agreement.

The parties agree as follows:

- 1) Each Elementary and Secondary school and Administration Building shall be allocated to "Centres". The Employer shall provide the Union with a list of Centres which shall be updated from time to time.
- 2) A Centre Custodian (C-6) position will be allocated to each Centre with the exception of the Lyon Street Centre.
- 3) "Job Sharing" is defined as two employees requesting to share the full time duties of one position. Subject to operational requirements, Job Sharing assignments may be created on a full day basis with a sharing of the week's assignments or on a half-day basis with a sharing of a shift, or some other basis. It is understood that should one of the partners to a Job Sharing arrangement become unavailable for an extended period, (i.e. resign, medical absence, etc.) the Job Sharing arrangement may be suspended or cancelled and the remaining partner may be required to assume the full time duties of the position until another partner can be found.
- 4) The Employer undertakes to maintain ten (10) C-4 Replacement positions within the system, The primary duties of the Replacement position will be to replace absent employees on the Day Shift or to perform such other custodial duties as directed. The Replacement employee may be assigned to other Centres or in unusual operation exigencies and emergency conditions may be required to work the Afternoon Shift. Where a change in shift is required, the junior C4 Replacement employee shall be assigned and such employee shall be given twenty-four (24) hours notice.
- 5) The Employer undertakes to maintain the two (2) C-2 employees last appointed within each Centre as the Junior Floater positions, The duties of the Junior Floater position will be to replace absent employees or such other custodial duties as directed. The Junior Floater position is normally intended to be an entry level position at the C-2 level which will be used for training new employees, Junior Floaters will be given twenty-four (24) hours notice where a change in shift is required.