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EFF.	93	03	16
TERM.	95	03	15
No. OF EMPLOYEES	593		
NOMBRE D'EMPLOYÉS	JF		

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, 1993 to March 15, 1995

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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. 77a  
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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.

**1.04** Probationary 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. 8  
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**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 offered to 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 - 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 - 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 1 - Definition of Employees (cont'd)

Article 22 - 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 25 - Supplementary Pension Plans. This article shall not apply to Temporary employees.

Article 26 - Employees Working Other Classifications. This article 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 - MANAGEMENT RIGHTS**

**3.01** The Union **recognizes** that all management rights' of the Employer are reserved 'to the Employer, except as **expressly** limited in this Agreement. **Without** limiting the foregoing, the Union **acknowledges** that it is the exclusive function **of** the Employer to hire, **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 AND 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.

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**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.

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**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** The Employer agrees to deduct an amount, established by the Union, from the salary of each employee to offset the reimbursement cost of leave granted to the President of the Union under Article 14.04 b). The money collected shall be retained by the Employer. A statement of account will be forwarded to the Union on the 15th of the month following the deductions.

**6.05** 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.

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

**6.07** 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 recognise 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.

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 recognizes 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.

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**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 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.

**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.

Article 10 - Grievance and Arbitration Procedure (continued)

**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** shall be present at **such** meetings if deemed necessary by either Party, without **loss of regular pay** for the time so involved.

**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.

**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.

Article 11 Job Posting and Promotion (cont'd)

**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.

**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 <sup>36</sup> employee will be credited with lieu time calculated <sub>360</sub> 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 lieu time shall be by mutual agreement.

**ARTICLE -13 - SAFETY PROVISIONS**

13.0:1 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 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.

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.

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**ARTICLE 14 - 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**:

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- 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.
- 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) Legal 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. 63 b.c  
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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.

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.

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**Article 14 - Leaves of Absence** (continued)**14.03 b) Parental Leave**

5) 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.

**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)**14.03 d) SUB PLAN**

i) Commencing with the ratification of this Agreement, employees granted Pregnancy Leave, or Parental Leave for the purpose of adopting a newborn, who apply for and are in receipt of UI benefits shall be entitled to receive under the terms of the approved SUB plan a two (2) week benefit payable by the Employer equal to 95% of the employee's regular weekly earnings as received by the employee prior to the commencement of leave, and commencing with the third week of leave, employees granted Pregnancy Leave, or Parental Leave for the purpose of adopting a newborn, shall be entitled to receive, under the terms of the approved SUB plan, a fifteen (15) week benefit of \$75 per week.

ii) Where the employee is granted Pregnancy Leave, or Parental Leave for the purpose of adopting a newborn, and the employee does not qualify for the Unemployment Insurance benefits' for one of the following reasons:

- I the employee is serving the two (2) week UI waiting period;
- II the employee has insufficient weeks of insurable employment to qualify for UI or,
- III the employee's entitlement to UI has exhausted,

the employee shall be entitled to receive the benefits outlined in 14.03 (d) (i) above.

iii) The terms and conditions of the SUB Plan include the following:

- » Payments of guaranteed annual remuneration, deferred remuneration or severance pay benefits, are not reduced or increased by payments received under this plan.
- » The combined, weekly rate of the UI benefit and SUB payments will not exceed ninety-five percent (95%) of the employee's regular weekly earnings.
- » Sub payments will be financed by the Employer. A separate accounting will be kept on SUB payments.
- » The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within thirty days of the effective date of the change.

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

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.**

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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**.

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**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**

**15.0 1** 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		
<sup>54</sup> 01-03 1 year or more	15	13.75	12.5
06-03-1 6 years or more	16	14.75	13.5
07-03-2 7 years or more	17	15.75	14.5
08-03-3 8 years or more	18	16.75	15.5
09-03-4 9 years or more	19	17.75	16.5
10-04 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)**

3.5.02 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 35 - CUMULATIVE SICK LEAVE**

**16.01** Accumulation of sick leave, commencing with the first month of employment, is as follows:

a) Regular full-time and regular part-time employees engaged on a continuing twelve (12) month per year basis - twenty-four (24) days per year subject to 16.03;

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b) Regular full-time and regular part-time #employees engaged on a continuing less than twelve (12) month per year basis - two (2) days per month worked.

**16.02** For the purpose of Article: 16.01(b), 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** Employees in their first or last year of service shall accumulate sick leave on a pro-rated basis as per Article 16.01.

**16.04** 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.

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**16.05** 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.

**16.06** 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 a) 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 a) 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.

Article 16 Cumulative Sick Leave (continued)

**16.07** An employee who joins the staff of this Board after **serv**ing 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.

**16.08** 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.

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

**ARTICLE 17 - HOURS OF WORK****17.01 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) **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.

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**17.02 Regular Work Day: i m e 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) **Studentrtration**: \_\_\_\_\_ 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 Part-timeork Day: Employees**

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

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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 24, 1994, coincident with the end of the school year and shall commence August 22, 1994, 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 1993-94 work schedule shall end June 30, 1994 and shall commence August 2, 1994.

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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 Work (continued)**17.04 Regular Shift**

- a) **Unless expressly** provided for elsewhere in this agreement, the regular **shift** for all **classifications** shall be the day shift .
- b) Custodian : 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. The senior Floater employee in each Centre shall be assigned to the afternoon **shift**.
- d) Custodian IV Replacement Custodians ~~h i f t~~ ~~f o r~~ 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

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a) - Afternoon Shift: Custodian, Category II employees paid at level iv) of the Custodian 2 salary scale are eligible for an afternoon hourly shift allowance of **\$.25 per hour** for each straight time hour worked on a **regularly** scheduled afternoon shift.

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b) Saturday Shift: an employee assigned to -work the Saturday shift as part of the **employee's** regular work week shall be paid **\$.70 per hour** for each regular hour worked.

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

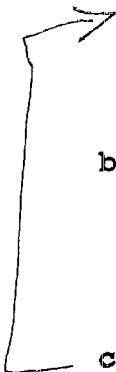
a) During the school vacation periods, Summer Break, Christmas Break and **March** Break, subject to operational requirements, the Employer may elect to suspend the afternoon shift and assign the employees,, who are scheduled to work, to the day shift.

b) When an employee is not **required** to work the Afternoon Shift under 17.09 a) but is required to work a modified Day Shift **which** continues after 4 p.m., the employee will be eligible for the Afternoon Shift premium provided under 17.06 a) for each full hour worked after **3:00 p.m.**, subject to the conditions specified in 17.06 c) .

**Article 17 - Hours of Work (Continued)****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.

**17.11 Prorating of Benefits**

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- 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 HOLIDAYS PAID L - -

18.0:1 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 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.

**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.

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ARTICLE 10 - 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:

No. of Years Service			Accumulated Sick Leave
<u>20</u>	-	X	<u>Max. 200 days</u>
20		2	200

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

No. of Years Service			Accumulated Sick Leave
<u>(Max. 20)</u>	X		<u>(Max. 250 days)</u>
20		2	250

\* 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 - OVERTIME**21.01 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. 37d  
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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 overt **ime** 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.

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**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.

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**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 \$7.50 minimum or such other rate as set by the Employer for all staff.

b) 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,,



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.

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.

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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 <b>jacket</b>	1 <b>overcoat</b>

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

1 pair summer <b>weight</b> 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.

Article 22 - 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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A R T I.- JOBLSECURITY 23

**23.01** No regular full-time or part-time employee who attains nine (9) or more years of seniority shall be laid off by the Employer.

**23.02** The Employer agrees that no employee with seniority will be laid off, or have their normal hours of work reduced as a result of the contracting out of part of the Employer's operations. Employees whose duties are affected by contracting out shall not suffer any loss of salary.

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**23.03** The Employer agrees that any furtherance of contracting out of work relative to the transportation of students and cafeteria services, currently performed by employees in the Bargaining Unit, shall only be as a result of normal attrition due to retirements, resignations, or other terminations of employees.

**23.04** In the event of the closure of any schools, the Employer agrees to implement the Belcourt/Sir Wilfrid Laurier system of using term appointments. The parties agree that a term employee is neither a casual or temporary employee. For further and future clarification, the operating guidelines will be referred to the Labour-Management Committee.

**23.05 Technological Chance**

a) The Employer agrees to discuss with the Union through the Labour-Management Cooperation Committee, significant technological changes involving the introduction of new automated equipment, which significantly reduces the number of employees within the Bargaining Unit.

Discussions will normally be scheduled prior to the introduction of such new equipment.

b) Employees who are displaced or whose duties are significantly affected as a 'direct result of the introduction of such new automated equipment, shall be reassigned, retrained, counselled or such other measures as may be required. In the event of downward reclassification, such employees shall suffer no reduction in their regular earnings.

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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:

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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)

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

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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. Commencing three (3) months following the date of final ratification, the Optional Life Insurance Plan will be amended to provide up to \$120,000 of optional insurance, in packages of \$30,000 each to a maximum of four (4) packages. Subject to the conditions of the carrier the optional insurance will be made available to employees with the employee paying one hundred percent (100%) of the premium cost. Employees currently enroled in the optional insurance plan will not be required to amend their current coverage to conform with the new formula. Employees requesting an increase in their optional insurance to higher bands may be required to submit to a medical examination.

**b)** Long Term Disability Insurance (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)

The Extended Health Insurance Plan will 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 months following the date of final ratification, the Vision Care provision will be amended to reimburse up to \$175 per insured, per 24 month period, under the conditions specified above. Cost sharing shall be 90% by the Employer, 10% by the employee.

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**Article 26 Employee Benefits (continued)****d) Semi-Private Hospital Insurance Plan (Optional)**

Cost sharing shall be 90% by the Employer, 10% by the employee.

**e) 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 1991 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 1993 O.D.A. Schedule of Fees.

Cost sharing shall be 70% by the Employer, 30% by the employee.

**Regular Part-time Employees**

**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. Commencing three (3) months following the date of final ratification, the Optional Life Insurance Plan will be amended to provide up to \$120,000 of optional insurance, in packages of \$30,000 each to a maximum of four (4) packages. Subject to the conditions of the carrier the optional insurance will be made available to employees with the employee paying one hundred percent (100%) of the premium cost. **Employees currently enroled** in the optional insurance plan will not be required to amend their current coverage to conform with the new formula. **Employees** requesting an increase in their optional insurance to higher bands may be required to submit to a medical examination.





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

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

**ARTICLE 28 - NOTICE OF DISCIPLINE OR DISCHARGE**

**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.

**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 - EMPLOYEE'S 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 - 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.

**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.

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.

**A R T I 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 1993~~ to and including the fifteenth (15th) day of March 1995 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 April 25, 1994.

APPENDIX "A"

50 A

PART 1 SCHEDULE OF WAGES

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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, 1993	
	ANNUAL \$	HOURLY \$
----- I		
Chie Maintenance		
Category A.	38,200	18.37
- Electrician		
- Plumber		
Category B	36,086	17.65
- Plasterer		
- Carpenter		
- Bricklayer		
Category C	33,942	16.32
- Painter		
- Trucking		
Category D	30,007	14.43
- Labourer		

JOB CLASSIFICATIONS	EFFECTIVE MARCH	
	- 16, 1993 -	
	ANNUAL \$	HOURLY \$
<b>Staffenance</b> - -		
Category 1	36,086	17.35
- Electrician		
- Plumber		
Category 2		
a) Head Auto Mechanic	33,942	16.32
b) Carpenter	33,621	16.28
c) Burner Mechanic (with gas certification)	33,129	15.93
Plasterer		
Bricklayer		
Category 3	32,348	15.55
- Auto Mechanic		
- Welder		
Category 4	30,920	14.87
- Glazier		
- Centre Carpenter		
- Painter		
- 4th Class Engineer		
Category 5	30,007	14.43
- Landscaper		
- Trades Helper		
Category 6	27,946	13.44
- Truck Driver		
Category 7	24,930	11.99
- Labourer (Building & Maintenance)		

JOB CLASSIFICATIONS	EFFECTIVE MARCH 16, 1993	
	ANNUAL \$	HOURLY \$
<u>Custodial Staff</u>		
Category 1 Part-Time Caretaker		11.99
Category 2 Full-time Caretaker		
i) on probation (new hires)	22,267	10.71
ii) on appointment (start rate)	24,420	11.74
iii) (after one year)	25,726	-12.37-
iv) after two years	28,233	13.57
Category 4 - Replacement Custodian	29,246	14.06
Category 5 - Chief Custodian		
(1-24 classes)	29,883	14.37
(25-35 classes)	30,970	14.89
(35+ classes)	32,057	15.41
Category 6 <u>Centre m m Custodian</u>	33,143	15.93
<u>Student transportation</u>		
Assistant to the Supervisor of Busing	38,200	18.37
Co-ordinator of Special Education Transportation (10 Months)	31,833	18.37
Category 1 Bus Driver (Class "B" License)	30,007	14.43
Category 2 Bus Driver (Class "E" License)		13.43
<u>MacSkimming Outdoor Education Centre</u>		
Assistant to the Outdoor Education Technician	30,007	14.43
<u>Stafferia</u>		
Assistant Cafeteria Manager		11.99
Assistant Cashier/Kitchen		10.66

Buck

## 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.
2. 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. THIS 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.

P L E A S E -

<b>TO:</b>	NAME OF <b>GRIEVOR</b> :	POSITION OF <b>GRIEVOR</b> :	LOCATION OF <b>GRIEVOR</b> :
PURSUANT TO THE <b>GRIEVANCE</b> PROCEDURE PROVIDED IN THE <b>COLLECTIVE</b> AGREEMENT WITH THE PLANT SUPPORT STAFF BARGAINING UNIT DISTRICT <b>26</b> , ONTARIO SECONDARY SCHOOL TEACHERS' <b>FEDERATION</b> I AM SUBMITTING THE FOLLOWING GRIEVANCE: (WHERE SPACE IS <b>INSUFFICIENT</b> , A SEPARATE PAGE MAY BE ATTACHED.)			
CONTRARY TO <b>ARTICLE(S)</b> _____ OF THE <b>COLLECTIVE</b> AGREEMENT			
DATE OF ALLEGED <b>VIOLATION</b> OF THE AGREEMENT GIVING RISE TO THE GRIEVANCE:			
RELIEF SOUGHT:			
-----			
GRIEVOR'S SIGNATURE:	P.S.S. REPRESENTATIVE'S SIGNATURE:	SUPERVISOR'S SIGNATURE:	
DATE:		DATE:	
<b>REPLY TO GRIEVANCE</b>			
I HAVE REVIEWED YOUR <b>GRIEVANCE AS STATED ABOVE</b> AND MY <b>DECISION</b> IS:			
-----			
	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 21<sup>st</sup> DAY OF October, 1994.

FOR THE OTTAWA BOARD OF EDUCATION

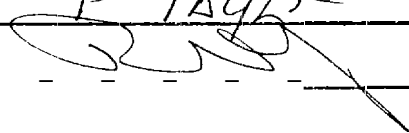
FOR 'THE O.S.S.T.F. DISTRICT 26  
PLANT SUPPORT STAFF BARGAINING  
UNIT

Mairnie Langhrey

Margaret Woodley

Ed Smithell

P. Taylor



Mina Miron

Vince D'Angelo

Carmelo Serpillo

Peter Thompson

Elgin Montague

