

SOURCE	<i>Based.</i>		
EFF.	<i>94</i>	<i>04</i>	<i>01</i>
TERM.	<i>96</i>	<i>03</i>	<i>31</i>
No. OF EMPLOYEES	<i>525</i>		
NOMRE D'EMPLOYÉS	<i>525</i>		

COLLECTIVE AGREEMENT

between

THE OTTAWA BOARD OF EDUCATION

and

**THE EDUCATION SUPPORT STAFF (E.S.S.) BARGAINING UNIT
OF
DISTRICT 26, ONTARIO SECONDARY SCHOOL, TEACHERS'
FEDERATION (O.S.S.T.F.)**

For the Period

April 1, 1992 to March 31, 1996

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2297
2486
6000

158
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ARTICLE 1 - DEFINITION OF EMPLOYEES

1.01 An employee is a person employed by The Ottawa **Board** of Education in a position which is within the bargaining unit as described in Article 4 of this Agreement.

1.02 (a) A regular full-time (12) twelve-month employee is one employed for twelve months per year and who works the hours prescribed in Article 15 for a full-time employee.

(b) A regular full-time (10) ten-month employee is one employed for ten months per year, September 1 to June 30 inclusive, and who works the hours; prescribed in Article 15 for a full-time employee during the months specified above.

1.03 A regular part-time employee is one employed for either twelve months per year, or, ten months per year as described in 1.02 (b) , and who works less than the number of hours and/or days per week prescribed for a full-time employee,

1.04 A probationary employee is not a regular employee but one who is hired to perform the duties of a full-time or part-time ten-month or twelve-month employee, and whose continued employment is subject to the terms and conditions of Article 10.09 respecting an employee on probation.

1.05 A casual employee is one who is neither a regular full-time nor part-time, probationary or temporary employee but one who is employed as required to perform different duties from time to time but not on a regular basis.

1.06 A Temporary employee is one who is neither a regular full or part-time nor a Probationary employee, but one who is employed for a specified term only, to;

(a) Substitute for an employee! who has been granted leave of absence but not to exceed that period of absence;

(b) Substitute for an employee on sick leave or an long term disability absence until such time that employee returns to work, or the date of expiration of that employee's employment;

(c) Perform the duties required for a special project such as but not limited to an experimental program or a statutory program for a term not to exceed twelve (12) calendar months. This time period may be extended by mutual agreement between the Union and the Employer. The **Employer** agrees to advise the Union of such special projects prior to posting the positions.

ARTICLE 1 - DEFINITION OF EMPLOYEES (cont'd)

1.07 (a) In lieu of monetary benefits including vacations, Temporary and Casual employees shall receive an hourly rate of pay which is to be ten percent (10%) above the minimum hourly rate for that classification filled.

(b) Temporary and Casual employees shall not acquire seniority and shall not be eligible to bid on job postings prior to considering Bargaining Unit applicants.

1.08 The Employer agrees to identify on the dues list the names of casual employees who worked during the previous month.

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 mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that all managerial rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement.

ARTICLE 4 - SCOPE OF BARGAINING UNIT

4.01 The Employer recognizes the Union as the exclusive bargaining agent for all its office, clerical and technical employees as defined in Article 1, save and except:

- i)** persons employed in positions set out in Schedule "B" attached;
- ii)** students employed during their summer vacation periods or on work experience programmes;
- iii)** persons employed on a casual basis for less than thirty (30) continuous working days.

ARTICLE 5 - RELATIONSHIP

5.01 The Employer and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union, or by reason of any activity or lack of activity in the Union.

5.02 Nothing in this Agreement shall be deemed to take away the right of an individual employee to present their personal complaints to their supervisor or the Director of Education or designate.

5.03 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, without permission of the Director of Education or designate.

5.04 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

5.05 The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, employees on Long Term Disability and terminations of employment of employees within the Bargaining Unit.

5.06 The parties; recognize the Ontario Human Rights Act and agree to abide by its terms in accordance with the Act.

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ARTICLE 6 - NO STRIKES, NO LOCKOUTS

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, slowdown, or stoppage of work either complete or partial., or illegal picketing and the Employer agrees that there will be no lockout.

ARTICLE 7 - UNION DUES/ACTIVITIES

7.01 Each pay the Employer will deduct from the pay of each employee, who is covered by this Agreement, one percent (1%) of all monies due, in accordance with Schedule "A", to the employee for that pay period. The Union shall notify the Employer in writing of the alterations of such dues from time to time. Commencing October 1, 1995, the deduction for Union dues will be increased to 1.18% of regular earnings.

7.02 All dues so deducted shall be remitted to the Treasurer of O.S.S.T.F., 60 Mobile Drive, Toronto, not later than the 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 and the number of hours worked. 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.

7.03 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect with the Union, and with the conditions of employment set out in this Article dealing with deduction of Union dues.

7.04 All employees who are members of the Union, upon the signing of this Agreement, remain members in good standing according to the constitution and by-laws of the Union. All new employees hired subsequent to the signing of this Agreement shall, as a condition of continued employment, become and remain members in good standing of the Union within thirty (30) days of employment.

7.05 a) The Union President or nominee will be granted a leave of absence without any loss of their regular rate of pay once a month on a day which is mutually agreeable between the Union President and the Employer, for the purpose of acquainting new employees with the provisions of this Collective Agreement. Before meeting with such new employees the Union President shall first inform her/his immediate supervisor, and it is agreed and understood that no such meeting shall be for a duration greater than fifteen (15) minutes.

b) The Union President or designate will be granted a leave of absence' with pay for up to two half-days per month to perform the duties related to local Union affairs. It is understood that such duties do not require meeting with employees. Requests for such leave shall be forwarded to the Employer at least two weeks in advance of the date of leave. The Union shall reimburse the Employer for the period of leave taken.

ARTICLE 8 CORRESPONDENCE

§ .01 Except as herein otherwise provided, all correspondence arising out of this Agreement or incidental thereto, shall pass to and from the President of the Union and the ~~member~~ of Senior Administration responsible for Human Resources or designate.

ARTICLE 9 - UNION COMMITTEES AND STEWARDS

9.01 The Employer will recognize the following committees of employees for the respective purposes shown:

THE BARGAINING COMMITTEE - consisting of not more than five (5) employees, for the purpose of negotiating this Agreement and its renewal.

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THE LABOUR MANAGEMENT COOPERATION COMMITTEE - consisting of not more than three (3) employees and not more than three (3) representatives of the Employer for the purpose of improving communications between the Parties and discussing matters of mutual concern. The Committee shall meet at such times as is mutually agreeable to the Parties to this Agreement, but in no instance shall the meeting be held later than ten (10) working days after request by either Party. Notwithstanding the above, each party may add one (1) person to this Committee for discussions on technological change.

THE GRIEVANCE COMMITTEE - consisting of four (4) employees, namely the President, Recording Secretary, Chief Steward and one other Steward.

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THE JOINT HEALTH AND SAFETY COMMITTEE - The Employer and the Union agree that there shall be established a Joint Health and Safety Committee which shall discuss and identify areas for improving health and safety. The Committee will be composed of not more than four (4) members of the Union and four (4) nominees of the Employer. The Committee will meet at the request of either Party, but not more than once every two (2) months: The Occupational Health and Safety Act will act as a guideline for the Committee's functions.

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THE JOINT JOB EVALUATION COMMITTEE consisting of not more than four (4) employees and not more than four (4) representatives of the Employer. This Committee shall follow procedures as set out in Article 26.

9.02 The Employer will pay each employee who is on any of the Committees in Article 9.01 at the employee's regular rate of pay for all regularly scheduled straight time lost, while attending meetings with the Employer.

9.03 A full-time representative of the Union may attend meetings of any of the Committees in Article 9.01

ARTICLE 9 - UNION COMMITTEES AND STEWARDS (cont'd)

9.04 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 and stewards. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may transact business. The Employer shall not be required to recognize any Union representative until it has been so notified.

9.05 The Employer recognizes the right of the Union to appoint or otherwise select twelve (12) stewards, one of whom may be appointed Chief Steward, and shall be regular employees during their term of office.

9.06 The privilege of stewards to leave their work without loss of pay to attend to Union business shall be granted on the following conditions:

(a,) The time shall be devoted to the prompt handling of grievances.

(b) The steward concerned shall obtain permission from the steward's department supervisor or the supervisor's designate before leaving work:, which permission shall not be unreasonably withheld.

(c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined for the purpose of this Agreement as the length of service with the Employer since the last date of hire. Effective September 1, 1992, seniority will be defined as the length of continuous and uninterrupted service in the Bargaining Unit since the last date of hire.

10.02 The Employer will maintain a **seniority list** showing each employee's name, the seniority date and the **employee's** occupational classification. In **January** of each year, the **Employer** will post on all bulletin boards a revised seniority list which shall include all employees in the Bargaining Unit who have completed their probationary period. Two copies will be forwarded to the Secretary of the Union. Employees shall have three (3) weeks following posting in which to verify the accuracy of the list after which, if no complaints are received, the list shall be deemed to be accurate. Seniority dates which have been posted previously and have not been subject to change are deemed to be accurate at the time of posting. Effective September 1, 1992, the 1992 Seniority List shall be amended to reflect the following title changes:

- a) The column titled "Start Date" shall be re-titled "Date of Hire".

and

- b) The column titled "Seniority Date" shall be re-titled "Bargaining Unit Seniority Date".

10.03 An employee who is absent from work due to illness, accident or approved leave of absence for a period no longer than one year shall continue to accumulate seniority during the period of such absence.

10.04 (a) Effective January 1, 1979, seniority for Regular Part-time employees who are members of the Bargaining Unit shall be accumulated in the same ratio to which the weekly work schedule of the part-time employee bears to the weekly work schedule of a Regular Full-time employee. Seniority will be pro-rated to December 31 of each year. Seniority accumulated by Part-time employees prior to January 1, 1979 shall be as recorded on the 1979 Seniority List.

(b) In a situation where the seniority dates of two or more employees are equal and a priority needs to be established for seniority purposes the employee who is working the greater number of hours per week shall be deemed to be senior.

ARTICLE - SENIORITY (continued)

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

1. terminates employment for any reason;
2. is discharged and not reinstated through the Grievance OR Arbitration Procedure;
3. fails to return from leave of absence unless such failure to return is proven to the satisfaction of the Employer to have been due to causes beyond the employee's Control;
4. is absent from-work without permission and without just cause for more than five (5) consecutive working days;
5. fails to notify the Employer of the employee's intention to return to work after a lay-off within fourteen (14) 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 on lay-off who is recalled for work at a temporary assignment at a time when the employee is employed elsewhere shall not lose right of recall under this Article for declining such temporary employment. An employee is responsible for advising the Employer in writing of the employee's address from time to time while the employee is on lay-off.
6. fails to return to work within fourteen (14) calendar days following the date the employee notified the Employer of the employee's intention to return to work as in five (5.) of this Article;
7. is laid off for a period longer than twelve (12) consecutive months;
8. is retired.

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ARTICLE 10 - SENIORITY

10.06 a) The selection and promotion of employees from within the bargaining unit to positions with the Employer which are 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 the employee shall be credited with seniority during the period the Employee was employed outside the Bargaining Unit, to a maximum of twelve (12) months,, and upon such return the employee shall be placed in a job consistent with the employee's qualifications and seniority. Any other employee who has been promoted or transferred, because of the above arrangement of positions, shall also be returned to the employee's former position, 'wage or salary rate!, without loss of seniority,

b) No employee coming from outside the Bargaining Unit shall displace any employee from within the Bargaining Unit.

10.07 Lay Off

a) A lay off shall be defined as a reduction in the regular working hours, of a regular full time or regular part-time 10-month or 12-month employee which necessitates the termination of the employment of individuals or the assignment of individuals into a lower occupational classification.

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b) In the event of a lay off of employees becoming necessary, this lay off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority, provided that the employees retained to perform the work available during a lay off shall be the employees who best meet the requirements of the job posting and job performance. Where employees are equal in terms of the above, seniority shall govern. The same conditions will apply on recall.

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c) Notice of Lay Off -- Unless Legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off, by registered letter, at least thirty (30) working days prior to the effective date of lay off. Where such notice! does not provide for thirty (30) working days, the employee shall be paid for the days not worked.

10.08 No new employee will be hired until a person who is on lay off and who still retains seniority has been given an opportunity for recall; provided that such person meets the requirements of the job to be worked and has had acceptable job performance and is willing to do the work available.

ARTICLE 10 - SENIORITY**10.09 probation**

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A newly hired employee shall be considered a probationary employee until the employee has worked in the position for sixty (60) worked days following such appointment. In the case of a part-time employee who works a portion of the work week, the probationary period shall not exceed six (6) calendar months.

Following satisfactory completion of the probationary period, the employee's name shall be placed on the seniority list and credit shall be given for seniority during the probationary period. A probationary employee may be terminated at the sole discretion of the Employer. No grievance may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee.

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2-3**ARTICLE 11 - LAY OFF PROCEDURES**

11.01 No Regular Full-Time or Regular Part-Time employee whose last date of hire is on or before July 4, 1978 and who attains three (3) or more years of seniority shall be laid off by the Employer. Effective September 1, 1992, no Regular Full-Time or Regular Part-Time employee whose last date of hire is on or before July 4, 1985 and who attains three (3) or more years of seniority shall be laid off by the Employer.

11.02 a) These procedures shall be effective for only those employees who receive notice of lay off after September 1, 1992

b) The Employer will identify the most junior employee(s) in the bargaining unit in the occupational classification(s) in which a need to lay off exists. A copy of the list will be provided to the President of E.S.S.U. and the O.S.S.T.F. representative two (2) working days in advance of notice being given to the employees affected.

11.03 Notification of Lay Off

Laid off employee(s) will be informed by registered letter that the employee has the right to view the Seniority List for the purpose of bumping into a position held by an employee who is junior to them. Attached to the letter will be a copy of the updated Seniority List by job classification. The positions for consideration:

- a) must be in an equivalent or lower rated classification:
- b) must be held by the most junior employee in that classification: and
- c) the laid off employee(s) must be prepared to perform the work required of the occupational classification.

11.04 Bumping Rights and Conditions

a) A meeting will be held between each laid off employee and a member of the Human Resources Department to discuss the duties of the position the employee has identified for bumping into. The employee may elect to be accompanied by the Union President or nominee.

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ARTICLE 11 - LAY OFF PROCEDURES (continued)

11.04 b) A laid off employee may bump a junior employee in the following manner and order for either the Initial or subsequent bump(s):

- i) in an equivalent occupational classification; or,
- ii) in an equivalent pay level; or,
- iii) in the next lower pay level: and

Under the following conditions:

- iv) if a junior employee is found in (i), (ii), or (iii); and
- v) the employee meets the requirements of the job to be worked and has had acceptable job performance: and
- vi) if the employee is willing to perform the work of the occupational classification.

c) Where the employee meets the job requirements to do the work in an identified occupational classification and has acceptable job performance, the employee will be assigned to the occupational classification and the most junior employee in that occupational classification will be laid off.

11.05 Where an employee elects to bump into a lower occupational classification, the employee's salary will be adjusted to the new level at the step which is equal to or less than the employee's current hourly rate. Such employees will maintain their current increment date.

11.06 Recall

a) In accordance with the Collective Agreement, employees who are laid off will have the right of recall to their former classification for a period of up to twelve (12) consecutive months from the date of lay-off. Laid off employees who are not working for the Board will be notified of internal postings under Article 14 at their last known address.

b) An employee may refuse one (1) recall without loss of recall rights. Where an employee refuses a second recall or fails to report for duty within fourteen (14) calendar days of receiving notice of recall, all recall rights shall cease, in accordance with Article 10.05 of the Collective Agreement and the employee shall be notified in writing that he/she is deemed terminated. Full time employees may refuse recall to part-time positions without losing their recall rights.

c) The assignment of a recalled employee will be subject to operational requirements.

ARTICLE 11 - LAY OFF PROCEDURES

11.07 The President of E.S.S.U. and the O.S.S.T.F. representative shall receive four copies of the list of employees effected by lay off .

11.08 Reassignments within the same occupational classification and employment status are not subject to the application of these lay off procedures.

11.09 Employees who elect to remain at work for the Employer shall be considered laid off only for the purposes of recall.

11.10 Where an employee' elects to bump into a lower occupational classification, the employee's salary will be adjusted to the new level at the step which is equal to or less than the employee's current hourly rate. Such employees will maintain their current increment date.

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Subject to the terms and conditions specified above, it is understood that:

i) a senior 12-month full time employee shall bump a junior 12-month full time employee prior to electing to bump either a junior 10-month employee or a junior part-time employee;

ii) a senior 10-month full time employee shall bump a junior 10-month full time employee prior to electing to bump a junior part-time employee;

iii) a senior 12-month part-time employee shall bump a junior 12-month part-time employee prior to electing to bump a junior 10-month part-time employee.

iv) where no full time 12-month or 10-month assignments are available, a senior full time employee may elect to bump one or more part-time employees from their full assignment only and may not bump part of an assignment, e.g. a full time employee may bump two .5 employees but may not bump a .5 employee and .5 of a .8 employee. Such bumping into assignments; is conditional on operational and scheduling requirements.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The parties to this Agreement are agreed that all complaints and grievances shall be adjusted as quickly as possible.

12.02 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or any alleged violation of this Agreement.

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(s) and the Union Steward.

12.03 In order for a grievance to be accepted as being within time, it must be filed at the appropriate step within and not after fifteen (15) working days from the date of the incident giving rise to the grievance.

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

Step One -- The employee shall file the grievance with their immediate supervisor. The supervisor shall reply in writing within ten (10) working days of receiving the grievance at Step 1.

Step Two -- If the grievance is not settled at Step I:, the employee and the Steward may, within and not after ten (10) working days of receiving the reply at Step I, submit the statement of grievance to the department head or the head's nominee. The department head or nominee shall reply in writing within ten (10) working days of the date of receiving the grievance at Step II.

Step Three -- If the grievance is not settled at Step II, the employee and the Chief Steward, or the employee and a member of the Grievance Committee, may, within and not after ten (10) working days of receiving the reply from the Department head or nominee, submit the statement of grievance to the member of Senior Administration responsible for Human Resources or nominee. The Respondent shall reply within ten (10) working days of receiving the grievance at Step III. The Union may, within and not after twenty (20) working days of receiving the decision of the Respondent, refer the grievance to arbitration under Article 13.

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

12.05 In accordance with the terms of this Collective Agreement and Section 44(6) of the Ontario Labour Relations Act RSO 1980, any of the time allowances set out in this Article may be extended by mutual agreement of the Parties.

12.06 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.

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

12.08 The following types of grievances are recognized:

1. **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.

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

3. **Policy Grievance** -- which is defined as a grievance of the Employer or of the Union which cannot be the subject of an individual Employee Grievance and which shall be taken up at Step Three of the grievance procedure.

4. **Discharge Grievance** -- which is defined as a grievance alleging wrongful or unjust discharge or suspension and which shall be taken up at Step Three of the grievance procedure.

5. **Lay-Off Grievance** -- which is defined as a grievance alleging violation of this Agreement in a lay-off situation and which shall be taken up at Step Three of the grievance procedure.

12.09 At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) who signed the grievance as a witness.

12.10 The Employer shall supply the necessary facilities for the grievance meetings.

12.11 For the purpose of Step I of this grievance procedure an immediate supervisor is defined as the first person outside of the bargaining unit that is responsible for the employee or such other person as designated by the Employer.

ARTICLE 13 - ARBITRATION

13.01 a) Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, disciplinary action resulting in discharge or suspension, as well as any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing within twenty (20) days of its desire to submit the difference or allegation to arbitration and 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 proceed to appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairman within thirty (30) days, 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. Should the parties be unable to agree on an arbitrator either party may request the Ministry of Labour for Ontario to make the appointment.

13.02 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

13.03 The Arbitration Board shall not have any 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. The parties agree that the above shall also apply to the (decision of an arbitrator appointed under Section 45 of the Labour Relations Act, R.S.O. 1980.

13.04 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.

ARTICLE 13 - ARBITRATION (continued)

13.05 Where employees' grievances against their discharge or suspension duly comes before an Arbitration Board, the Board may make a ruling,

- i. *confirming* the Employer's action; or
- ii. reinstating the employee with or without compensation for wages lost; or
- iii. **disposing** of the grievance in any other manner which may be just and equitable.

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

ARTICLE 14 - JOB POSTING

14.01 Whenever a vacancy is to be filled or a new job created the procedure for posting and filling the position shall be:

(a) Job postings shall, under normal circumstances, reflect the job description and contain the following information: nature of position, qualifications, required knowledge and education, hours of work, wage or salary rate or range, and location.

(b) The Employer will post notices of the position in all work locations for a minimum of seven (7) working days. Two (2) copies of the posting, shall be forwarded to the Union.

(c) Applications shall be submitted in writing to the Human Resources Department and shall be accepted up to the date specified on the posting which shall allow seven (7) working days for notice.

(d) It is agreed that the Employer may temporarily fill the position with any person during the period of posting pending completion of the competition.

(e) The Union and all applicants shall be advised in writing of the name of the person appointed to fill the vacancy or new job within five (5) working days of the job being filled, Under normal circumstances, this shall take place within thirty (30) days of the job posting.

14.02 In filling the vacancy, the Employer shall select the applicant who best meets the requirements of the job posting and job performance. Where applicants are equal in terms of the above, seniority shall govern.

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ARTICLE 14 - JOB POSTING (continued)

14.03 (a) In the event that no applicants from the bargaining unit meet the requirements of Article 14.02, the Employer will consult with the Union President and review the results of the competition to identify any irregularities prior to the implementation of 14.03 b). In the event of identified irregularities, the interviews will be repeated, at which time the employee being interviewed may elect to have a Union Steward present. The Union steward named by the Union will suffer no loss of wages while attending and will act as an observer during the interview.

(b) Following the application of 14.03 a), or where no applicants from the bargaining unit have applied, the Employer may proceed to:

1. Appoint from within the Bargaining Unit with the employee's consent
2. Appoint from outside the Bargaining Unit.

14.04 Should the successful applicant for a position which has been posted subsequently prove unsatisfactory, or withdraw from the position, the job need not be re-posted. The Employer may select from one of the applicants who made application at the original posting providing the applicant meets the requirements of 14.02, and failing that, the Employer may:

1. Appoint from within the Bargaining Unit with the employee's consent.
2. Appoint from outside the Bargaining Unit,

14.05 a) In the case of a promotion of a regular full time or regular part-time 12-month or 10-month employee, the trial period shall be for a period of sixty (60) worked days. In the case of a part-time employee who works a portion of the work week, the trial period shall not exceed six (6) calendar months.

b) Following the trial period, provided the duties have been performed satisfactorily, the promotion shall become permanent. In the event the successful applicant proves unsatisfactory in the position at any time during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, the employee shall be returned to the former position and wage or salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position and wage or salary without loss of seniority.

ARTICLE 14 - JOB POSTING [continued)

14.05 c) There shall be no trial period in the case of a lateral transfer or in the case of a transfer to a lower paying classification. In each case, the employee shall retain his/her permanent status.

14.06 An employee on original probation or on trial following a promotion shall not be eligible to bid on job postings, except with the written agreement of the Union and the Employer.

ARTICLE 15 - HOURS OF WORK

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15.01 a) . The normal hours of work for a full-time employee shall consist of seven (7) hours per day between the hours of 8:00 a.m. and 5:00 p.m., five days per week, Monday to Friday inclusive, total thirty-five (35) hours. The parties agree that the normal hours of work at the Stores Depot for a full-time employee shall be seven (7) hours per day, five (5) days per week, Monday to Friday inclusive, between the hours of 7:30 a.m. and 5:00 p.m.

No seven (7) hour shift shall be spread over a period longer than 8 1/2 hours, with 1 or 1 1/2 hours off for lunch. Length of lunch period shall be arranged by mutual agreement between the employee and the employee's supervisor .

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b) Due to the -nature of the Lighthouse Program the hours of work for Community Education Coordinators shall be flexible and shall recognize that Community Education Coordinators are expected to balance their regular hours to offset hours worked in their attendance at the following events provided, that the events are scheduled a minimum of seven (7) calendar days in advance:

- Community School Council Meetings
- Registration
- Evaluation and supervision of programs and instructors
- Special Events as scheduled during 'the regular work week, Monday to Friday, and up to five (5) Saturdays per school year

Employees shall not be (eligible for overtime for hours worked in performing the above duties.

15.02 All employees will be permitted two (2) fifteen (15) minute rest' breaks each day (one in each half of the working day) at a time to be decided by the Employer.

15.03 During the period between July 1st and Labour Day, the normal. work week. shall consist of five (5), six (6) hour days between the hours of 8:00 a.m. and 4:00 p.m. The parties agree that the normal hours of work at the Stores Depot, for a full-time employee, between July 1st and Labour Day shall. be, six (6) hours per day, f ive (5) days per week, Monday to Friday inclusive between the hours; of 7:30 a.m. and 4:00 p.m.

15.04 A change in the regular hours and days of work of each regular employee shall be posted in an appropriate! place at least one (1) week in advance.

15.05 Twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

ARTICLE 16 - OVERTIME

16.01 All overtime must have the prior approval of the Supervisor. Overtime rates shall apply for work as follows:

(a) Time and one-half the regular rate after seven (7) working hours in any one day provided that overtime amounting to less than fifteen (15) minutes in a day will not be paid for:

(b) Time and one-half for time worked on a regularly scheduled day off;

(c) Double the regular rate plus another day off with pay at the regular rate at a time mutually agreeable between the Employer and the employee for work performed on a paid holiday, as defined in Article 17.01.

16.02 Employees shall not be required to lay-off during regular working hours to offset any overtime worked.

16.03 An employee who is called in and required to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rates. Overtime pay does not cover travelling time from employee's residence to the employee's reporting centre.

16.04 Part-time employees working less than seven (7) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on paid holidays and regular days off.

16.05 a) Where a regular ten-month, full-time or part-time employee is required to work in her/his regular classification during the period after June 30 and before September 1, or less than a full pay period on or after September 1 or on or before June 30, the employee will be paid the employee's hourly rate for the hours worked in the classification.

b) Where a regular full time or part-time ten-month employee is called back to work during the period between July 1 and August 31 the employee will be paid the employee's regular hourly rate of pay.

ARTICLE 17 - PAID HOLIDAYS

17.01 Subject to the condition that the employee must be at work on the regular scheduled working day preceding and the regularly scheduled working day following the holiday, unless on paid leave of absence, the following will be recognised as paid holidays for twelve-month employees to be paid for at regular rates.

- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Dominion Day | December 26th |

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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.

17.02 Subject to the conditions specified in 17.01, ten-month employees shall be paid at regular rates for those paid holidays listed in 17.01 which fall within the period September 1 to June 30, inclusive.

Where due to operational requirements the Employer requires a ten-month employee to work within the period June 30 to September 1, exclusive, such employees shall be paid at regular rates for only those paid holidays listed in 17.01 which fall within the period worked and subject to meeting the conditions specified in 17.01.

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17.03 Part-time employees shall have their payment for a holiday under this Article pro-rated in accordance with their regular working schedule and shall be subject to the conditions contained in 17.01 and 17.02 above.

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17.04 When any of the said holidays, except Remembrance Day, falls on a Saturday or Sunday, the Employer shall have the choice of granting an alternate day off with pay, or an additional day's pay.

17.05 Where a day that is designated as a paid holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 18 - VACATIONS

18.01 All employees earn vacation leave with pay calculated according to one of the following formulae:

Formula A applies to employees who work a full. working week, twelve (12) months a year:

Formula B applies to employees who work a full working week, ten (10) months a year:

Formula C applies to employees who work: a portion of a full working week, ten (10) months a year;

NOTE Should an employee work a portion of a full working week on a twelve (12) month a year basis, such employee shall have vacation leave pro-rated in accordance with Formula A.

Vacation credits shall be calculated to June 30th of each year. Employees hired during the year and prior to June 30th may be eligible for vacation leave in their first year on a pro-rated basis, following which service for vacation credits shall be calculated from the first June 30th date following appointment.

Formula A

Upon completion of:

One (1) to five (5) full years of service.....	15 working days per year
Six (6) full years of service.....	16 working days per year
Seven (7) full years of service.....	17 working days per year
Eight (8) full years of service.....	18 working days per year
Nine (9) full years of service.....	19 working days per year
Ten (10) to eighteen (18) full years.....	20 working days per year
Nineteen (19) to twenty-nine (29) full years.....	25 working days per year
Thirty (30) full years of service & over.....	30 working days per year

Formula B

Upon completion of:

One (1) to five (5) full years of service.....	12.5 working days per year
Six (6) full years of service.....	13.5 working days per year
Seven (7) full years of service.....	14.5 working days per year
Eight (8) full years of service.....	15.5 working days per year
Nine (9) full. years of service.....	16.5 working days per year
Ten (10) to eighteen (18) full years.....	17.5 working days per year
Nineteen (19) to twenty-nine (29) full years.....	21 working days per year
Thirty (30) full years of service & over.....	25 working days per year

ARTICLE 18 - VACATIONS (continued)

Formula C

Upon completion of:	Portion of Week Regularly Scheduled to Work		
	<u>2/5(.4)</u>	<u>3/5(.6)</u>	<u>4/5(.8)</u>
	(working days/year)		
One (1) to five (5) full yrs. of service...5.0	7.5	10.0	
Six (6) full yrs. of service...5.5	8.0	11.0	
Seven (7) full yrs. of service...6.0	8.5	11.5	
Eight (8) full yrs. of service...6.0	9.5	12.5	
Nine (9) full yrs. of service...6.5	10.0	13.0	
Ten (10) to eighteen (18) full yrs. of service...7.0	10.5	14.0	
Nineteen (19) to twenty-nine (29) full yrs. of service...8.5	12.5	17.0	
Thirty (30) full yrs. of service & over... 12.0	15.0	20.0	

18.02 (a) Where schools or departments are closed during the Christmas and Mid-Winter breaks the absence of ten-month or twelve-month employees, on days other than declared holidays during the above periods shall be debited from the employee's annual vacation.

(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.

18.03 (a) When preparing the annual vacation schedule, which shall be posted by May 1st each year, the Employer shall, subject to its right to maintain a qualified work force, give priority of choice of dates to employees with the greatest seniority. Once the annual vacation schedule is posted, no further changes will be made except by mutual agreement between the Employer and the employee concerned,. An employee may take vacation in an unbroken period if the employee so desires.

(b) Ten-month employees shall receive a salary payment representing the net amount owing for unused vacation credits accumulated to the end of June 30, each year. Under normal circumstances, this salary payment shall be added to the last salary cheque in June of each year.

18.04 Providing an employee forwards a written request to the Human Resources Department at least four (4) weeks prior to going on vacation, the employee shall be entitled to receive all pay cheques falling due during the vacation period prior to the commencement of vacation.

ARTICLE 18 (or) VACATIONS

18.05 When a holiday falls during an employee's scheduled vacation period the employee shall be entitled to one (1) extra day's vacation or a lieu day with pay.

18.06 Employees who terminate their employment for *any reason* prior to the completion of twelve (12) months of continuous service, shall receive vacation pay at the rate of four percent (4%) of gross earnings during the vacation year less any vacation credits used during that year.

18.07 Employees who fail to give two (2) weeks' advance notice of termination without cause shall receive vacation pay of four per cent (4%) of gross earnings during the vacation year less the daily rate of salary for each vacation credit used during that year.

ARTICLE - LEAVES OF ABSENCE

19.ID1 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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(a) Bereavement

- i. Death of a parent, sister, brother, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, or person in loco parentis -- maximum of four (4) consecutive calendar days.
- ii. Death of an uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law, or person with whom the employee has been residing --one (1) day - the day of the funeral.

(b) Quarantine

Absence due to exposure to a communicable disease which results in employees being quarantined or otherwise prevented from attending upon their duties by order of the Medical Health Authorities.

(c) Legal Obligation

- i. **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.
- ii. **SUBPOENA** -- An employee shall be allowed leave when summoned to (appear as a witness in any court proceeding to which the employee is not a party or one of the persons charged.

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ARTICLE 19- LEAVES OF ABSENCE (continued)

19.02 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 employee's immediate supervisor, 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 of a father, mother, child, spouse or person with whom the employee is residing, normally up to one (1) day 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 the employee's place of employment:

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(c) Religious, observance of Holy Days (not to exceed three (3) days per year) ;

(d) Serious fire or flood in employee's home:

(e) Moving of the employee's household (not to exceed one (1) day per year):

(f) Writing of examinations to improve qualifications.

19.03 LEAVE WITHOUT PAY

(a) Pregnancy v e

Pregnancy Leave shall be granted upon written request provided that:

1. The employee submits a doctor's certificate certifying that she is pregnant and stating the probable date of her delivery and the recommended date for commencement of Pregnancy Leave.

2. 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 sub-paragraph 1.

3. The Employee notifies the Employer at least two (2) weeks immediately preceding the estimated day of commencement of leave.

If the above conditions are met, such leave may commence up to seventeen (17) weeks preceding the probable date of delivery as declared in sub-paragraph 1.

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ARTICLE 19 - LEAVES OF ABSENCE (continued)**19.03 LEAVE WITHOUT PAY** (continued)(a) **Pregnancy Leave** (continued)

With at least two (2) weeks' prior notice, accompanied by a doctor's certificate certifying that she is capable of returning to work, the employee will be reinstated in her former position where it continues to exist, or in her former classification.

Where an employee has applied for a Pregnancy Leave and the employee is concerned that the performance of her duties may adversely affect her pregnancy, the employee may request, in writing to the member of Senior Administration responsible for Human Resources,, a reassignment of duties. Upon receipt of the request, a meeting will be arranged with the employee, the member of Senior Administration responsible for Human Resources or designate and the employee's supervisor. A Union representative may attend at the employee's request. If a suitable alternative assignment is not available, the employee may commence Pregnancy Leave.

(b) **Parental Leave**

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

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

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ARTICLE 19 - LEAVES OF ABSENCE (continued)

19.03 (c) Where the conditions of 19.03 a) and 19.03 b) i), or 19.03 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 22 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 enrolled in the Benefit Plans, the employee shall pay 100% of the premium cost.

19.04 Union Activities

a) During each year of this Agreement, leave of absence: to a maximum of sixty (60) working days, shall be granted upon written request: to the Employer, to employees elected or appointed to represent the Union at Union conventions, conferences or seminars, up to a maximum of five (5) employees in the Bargaining Unit to be absent at any one time. The Union shall request such absence at least fifteen (15) days prior to the date of commencing such leave. Upon request by the Union the number of days may be increased if required and the Employer shall not unreasonably deny the increase.

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 by the Employer for a period of up to two (2) years. Such leave may be renewed at the discretion of the Employer.

19.05 Special Leave

The Employer may grant leave of absence without pay and without loss of seniority or benefits accrued to the commencement of leave of absence to an employee requesting such leave for good and sufficient cause. Such request is to be made in writing to the member of Senior Administration responsible for Human Resources.

ARTICLE 19- LEAVES OF ABSENCE (continued)**19.06 Conditions of Leave**

Leaves of Absence under Article 19.03, 19.04 and 19.05 shall be subject to the following conditions:

1. Such leave shall be without pay and without loss of seniority or benefits accrued to the commencement of the leave of absence. Employees on leave shall be permitted to accumulate seniority for up to one (1) year.

2. Employees on leave shall neither accumulate nor use sick leave, paid holidays nor annual vacation credits during the period of such leave.

3. Where the leave is approved for a period of six (6) months or more the temporary vacancy will be posted.

4. Employees on leave shall be required to pay one hundred percent (100%) of the cost of any Health and Welfare benefits in which the employee continues to be enrolled. During the first thirty-five (35) weeks the employee is on Pregnancy and/or Parental Leave, the Employer will continue to contribute its share of the benefit premiums in which the employee elects to continue to be enrolled.

5. Upon return from such leave,, the employee will be reinstated in the employee's former position where it continues to exist. Where the former position no longer exists or where the employee is returning from a leave in excess of twelve (12) months the employee will be placed in a position comparable! to the one held prior to the commencement of such leave. The salary level to apply shall recognize the experience gained to the time of commencement of the leave.

ARTICLE 20 - SICK LEAVE

20.01 (a) All employees working on a regular and continuous basis are entitled to sick: leave commencing with the first full month of employment as follows:

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1. Employees who work a full day or less on a full week, twelve (12) months a year basis: twenty-four (24) working days per year commencing September 1, in each year.

2. Employees who work on a full day or less on a full week ten (10) months a year basis: twenty (20) working days per year, commencing September: 1, in each year.

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3. Employees who work a portion of a week on a regular and continuous ten (10) months a year basis:

(i) those who work two (2) full days or four (4) half days a week: eight (8) full days or sixteen (16) half days as applicable.

(ii) those who work three (3) full days or six (6) half days a week: twelve (12) full days or twenty-four (24) half days as applicable.

(iii) those who work four (4) full days or eight (8) half days a week: sixteen (16) full days or thirty-two (32) half days as applicable.

(b) Temporary and casual employees have no sick leave entitlement.

20.02 Employees in their first or last year of service will be entitled to sick leave on a pro-rated basis in accordance with Article 20.01.

20.03 All unused sick leave at the end of August in each year shall be accumulated to the credit of each employee. There is no maximum on the number of days accumulated.

20.04 In accordance with Section 158 of the Education Act, R.S.O. 1980, an employee who joins the staff of this Board after serving with another municipality or Board whose sick leave credit plan was established under Section 158, shall be eligible to transfer to the employee's -credit under this plan the sick leave credits accumulated under the former municipality or Board. Such sick leave credited with the exception of 158(3) shall not apply for gratuity purposes.

20.05 In calculating the amount by which sick leave absence reduces an employee's available sick leave, such absences shall first be deducted from the current sick leave allowance, and when that has been used, the accumulated leave shall be drawn upon.

ARTICLE 20 - SICK LEAVE (continued)

20.06 The annual sick leave allotment is credited to each employee on active staff as of September 1 of each year. Where an employee is absent from active staff on the first working day in September the annual sick leave allotment to be credited to the employee upon the employee's return shall be prorated according to the number of months remaining to be worked within the allotment period, September 1 to August 31.

The parties agree that, where the employee was absent the first working day in September due to vacation or approved leave with pay in accordance with Articles 19.01 and 19.02 and the employee returns to active staff immediately following such leave, the employee's sick leave allotment shall be credited retroactive to September 1st. Where the employee was absent from active staff on the first working day in September due to sick leave or Workers' Compensation and returned to active staff within the month of September, the employee's sick leave allotment shall be credited retroactive to September 1st.

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

- i. the employee has unused accumulated sick leave;
- ii. the employee is not on other leave, with or without pay, or under suspension;
- iii. the employer: is not eligible for benefits under Workers' Compensation or the Employer's L.T.D. programme.

20.08 Any employee who is absent in excess of three (3) consecutive working days may be requested to present a medical certificate. If the absence exceeds five (5) consecutive working days, the employee shall be required to submit a medical certificate. If an absence exceeds forty (40) consecutive working days, the Board may require a medical certificate from a doctor appointed by the Board.

20.09 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, the employee shall not receive sick leave credit for the period of such absence, but shall retain the cumulative credit, if any, existing at the time of such leave or lay-off.

ARTICLE 20 - SICK LEAVE (continued)

20.10 An employee upon notifying the Employer and the Union Secretary in writing may transfer up to a maximum of five (5) days sick leave from the employee's accumulated sick leave credits (once per sick leave year) to any employees in the Bargaining Unit who have exhausted their sick leave entitlement to cover illness.

The Union agrees to consult with the Employer prior to supporting any form of solicitation for such a transfer of sick leave.

This sick leave shall be drawn from the sick leave credits accumulated as an employee of The Ottawa Board of Education Or some predecessor Board of Education which has been amalgamated or merged with the employer.

ARTICLE 21 - SICK LEAVE GRATUITY

21.01 The provisions of Article 21 shall apply to employees who commenced employment with the Ottawa Board of Education on or before December 31, 1988.

An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last day of hire and who retires for any of the following reasons shall be entitled to a Sick Leave Gratuity Allowance calculated in accordance with 21.02:

- (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),
- 70* ⁶¹ (d) is 55 years of age or greater at the time of retirement and elects to defer their pension benefits until a later date.

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

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

21.02 The gratuity, subject to eligibility, shall be calculated as follows:

Twelve (12) Month Employees

Salary Rate	No. of Days	No. of Years
at	(Max. 240)	Service
<u>Retirement</u>	Accumulated	(Min. 10 yrs-
x	<u>Sick leave</u>	Max = 20 yrs.)
	x	
2	240	20

Ten (10) Month Employees

Salary Rate	No. of Days	No. of Years
at:	(Max. 200)	Service
<u>Retirement</u>	Accumulated	(Min. 10 yrs-
	<u>Sick Leave</u>	Max 20 yrs.)
	x	=
2	240	20

ARTICLE 21 - SICK LEAVE GRATUITY (continued)

21.03 (a) The gratuity may be paid within one (1) month of the date of retirement or in January of the year following retirement,

(b) An employee applying for this gratuity shall, submit written proof that the employee has applied for a pension.. The employee shall also be required to register with the Employer an intention to retire no later than December of the calendar year preceding the year of retirement and at the same time shall state the method of payment preferred. Failure to so advise the Employer will mean that the gratuity will be paid in January of the year following retirement.

21.04 An employee who resigns for any reason and is later re-engaged shall be considered a new employee for Sick Leave Gratuity benefits from the last date of hire. Similarly, sick leave accumulated prior to the employee's resignation or transferred in accordance with Section 158 of the Education Act, 1980, shall be ineligible for gratuity purposes.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 All full-time employees in the Bargaining Unit shall be eligible to participate in the following employee benefit plans, subject to the terms and conditions of the respective carriers of such plans, and with cost sharing of premiums as noted:

(a) **Extended Medical** (optional)

80% of the premiums to be paid by the Employer, 20% by the employee.

The Extended Health Insurance Plan includes a 'Vision Care provision which reimburses 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. Commencing September 1, 1992, 85% of the premiums will be paid by the Employer, 15% by the employee.

(b) **Group Life Insurance Plan** (compulsory for new and existing enroled members)

The Life Insurance Plan will provide for \$45,000 of compulsory coverage. The Employer undertakes to pay 100% of the premium cost.

Optional Insurance -- The Optional Life Insurance Plan provides \$150,000 of optional insurance, in packages of \$ 30,000. each to a maximum of five (5) 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 current optional insurance to a higher band may be, required to submit to a medical examination.

(c) **Long Term Disability Insurance (L.T.D.)** (compulsory for new and existing enroled employees)

100% of the premium to be paid by the employee.

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ARTICLE 22 - EMPLOYEE BENEFITS (continued)

(d) **Dental Plan** - (compulsory for all new and existing enroled employees unless covered by a spouse OR by payment through another group).

The Dental Plan will provide for the 1990 O.D.A. Schedule of Fees. The Dental Plan shall continue to be a plan equivalent to the Blue Cross Dental Plan Number 9. Effective September 1, 1992, the Dental Plan will be amended to provide for the 1991 O.D.A. Schedule of Fees.

The Dental Plan also provides for 50% co-insurance for Major Restorative Services - (\$1,000 annual maximum per insured person).

80% of the premiums to be paid by the Employer, the balance to be paid by the employee. Commencing September 1, 1992, 85% of the premiums will be paid by the Employer with the balance paid by the employee.

Regular Part-time Employees

22.02 Regular part-time employees shall be eligible to participate in the Extended Medical and Dental Plans subject to the conditions of the carrier. The Employer will pay eighty percent (80%) of the premium cost pro-rated by the fraction of time scheduled, and the balance shall be paid by the employee. Commencing September 1, 1992, the Employer will pay 85% of the premium cost pro-rated by the fraction of time scheduled with the balance paid by the employee.

The Group Life Insurance! Plan will provide! for \$25,000. of coverage for regular part-time employees, subject to the conditions of the carrier, and the Employer shall pay 100% of the premium cost .

Optional The Life Insurance Plan provides an additional \$150,000 of optional coverage subject to the conditions of the carrier,, in packages of \$30,000 each with the employee paying one hundred percent (100%) of the premium cost.

22.03 All employees presently enroled and all new- employees appointed during the term of this Agreement shall enrol in the O.M.E.R.S. Plan. The terms and conditions shall be in accordance with the O.M.E.R.S. regulations.

ARTICLE 23 - TERMINATION OF EMPLOYMENT

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

ARTICLE 24 - JOB SECURITY**24.01 Technological Change**

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| (a) **ADVANCE NOTICE** -- The Employer agrees to discuss major technological changes or proposed changes in the method of operation with the Union through the Labour Management Cooperation Committee at least two (2) months before the implementation of the proposed change.

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I (b) **INCOME PROTECTION** -- Employees who are displaced from their job by virtue of technological change or change in method of operation shall suffer no reduction in normal earnings,

I (c) **TRANSFER ARRANGEMENTS** -- Employees who are displaced from their job by virtue of technological change or change in method of operation shall be given the opportunity to apply for vacancies as provided for in Article 14 of this Agreement.

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(d) **TRAINING BENEFITS** -- In the event that the Employer introduces new methods or machines which require new or greater skills than are possessed by employees directly affected by a resultant change in operations, such employees may at the discretion and at the expense of the Employer, be allowed to acquire the necessary skills necessitated by the new method of operation. There shall be no reduction in normal earnings during the 'training period, provided the employee acquires the necessary skills in a reasonable period of time.

24.02 No bargaining unit employee will be laid off due to the hiring of non-bargaining unit employees to do bargaining unit work.

ARTICLE 25 - CLASSIFICATIONS AND WAGES

25.01 The Classifications and Wages shall be set out in Schedule "A" hereto.

25.02 (a) Regular employees who have successfully completed their probationary or trial period shall be eligible for an annual increment to be applied on the anniversary date of appointment to the employee's current classification.

(b) The Employer agrees to give two (2) months' notice to the employee of its intent to withhold an increment, with a copy to the Union.

25.03 The Employer shall be responsible for determining positions in the Bargaining Unit which require the skills of a bilingual (English and French) employee. Employees who are assigned to these positions after being deemed by the Employer to be qualified, shall be eligible to receive an allowance for performing such duties, of seven percent (7%) of the regular salary for their classification.

25.04 In recognition of the undesirable features of shift work, employees shall receive ten percent (10%) per hour additional compensation for all hours worked on the evening or night shift.

25.05 Where an employee is required by the Employer in writing to perform the duties of a classification which is paid at a higher Level on an acting basis,, commencing the sixth (6th) consecutive day following the acting assignment, and retroactive to the first (1st) day, the employee will be placed at the minimum for the salary Level which is two (2) Levels below the Level of the position being occupied.

Where the position is classified less than two (2) Levels above the employee's current Level, the employee will be paid the minimum for the Level of the position being occupied.

Where the salary at the minimum for the new Level is less than the employee's current hourly rate, the employee will be placed at a higher Step within the new Level which would provide an increase in the employee's hourly rate equal to the value of one half (1/2) of an increment.

25.06 Employees will be informed of the reasons for any change which adversely affects their regular rate of pay.

ARTICLE 26 - JOINT JOB EVALUATION

26.01 The Joint Job Evaluation Committee, as established under the terms of this agreement, shall meet as required in order to consider requests for reclassification using the Gender-Neutral Job Evaluation Plan (the! "plan"). The Committee will develop forms as required and review the! terms of reference from time to time.

26.02 Reclassification Procedures

1) All submissions for reclassification will be made to the Joint Job Evaluation Committee (the "Committee") .

2) The Committee Will meet from 1:00 - 4:30 pm the first Wednesday of the following months: . December, March and June. If agreed upon by both parties, additional meetings may be scheduled.

3) The following individuals may request reclassification:

a) Incumbent

When the incumbent has been employed in a position for at least six months and they feel that the job description does not adequately reflect the duties being performed, a Request for Reclassification form and blank job questionnaire may be requested from the Human Resources; department, or The E.S.S. Unit, District 26. If the employee and their supervisor are unable to agree on any part of the content of the questionnaire, they should contact one of the Co-chairpersons of the Committee to make arrangements to assist in the resolution of any differences.

ARTICLE 26 - JOINT JOB EVALUATION (cont'd)**26.02 Reclassification Procedures (cont'd)****b) Supervisor****i) Position is occupied**

When the supervisor of an incumbent feels that the duties required to be performed in a position are not adequately reflected in the job description, a Request for Reclassification form and blank job questionnaire may be requested from the Human Resources department, or The E.S.S. Unit, District 26. If the supervisor and the employee are unable to agree on any part of the content of the questionnaire, they should contact one of the Co-chairpersons of the Committee to make arrangements for assistance in the resolution of any differences.

ii) Position is vacant

When the supervisor feels that the duties required to be performed in a position are not adequately reflected in the job description, a Request for Reclassification form and blank job questionnaire may be requested from the Human Resources department or The E.S.S. Unit., District 26.

4) Requests for reclassification will be acknowledged by the Human Resources) Department with copies of the request forwarded to the members of the Committee. Such requests will be considered at the next Committee meeting following receipt of the Request and new job questionnaire (which would contain the appropriate authorizations).

5) Recommended reclassification will be presented to the Labour Management Cooperation Committee, and thereafter, the Director of Education, the President of the Union and the Board for approval.

6) Following Board approval, all parties will be advised of the results of the request for reclassification.

ARTICLE 26 - JOINT JOB EVALUATION (cont'd)**26.02 Reclassification Procedures (cont'd)**

7) Should the request for reclassification result in a higher classification level, the following will apply:

a) The incumbent will be placed at the minimum salary step of the salary range for their new classification level. If this step is less than their current salary, they will be placed on the next step of the new range which is at least equal to their current salary.

b) Any salary adjustments will be retroactive to the first day of September for all Requests received following the committee meeting scheduled in June or the date of receipt of the request for reclassification, whichever occurs later.

8) should the request for reclassification result in a lower paid classification level, the following will apply:

a) If the incumbent's current salary exceeds the maximum of their new salary range, their salary will be frozen until the maximum for their new salary range exceeds their current salary. At that time, they will be placed on a grid step in their new classification that is at least equal to their current salary and will be eligible for regular increases.

b) If the incumbent's salary is at a grid step of their previous range which is less than the maximum of the new range, they will continue to receive any general increases which are included in the Collective Agreement. On their next increment date they will be placed on the next highest grid step. Normal incremental increases will then apply,

ARTICLE 26 - JOINT JOB EVALUATION (cont'd)

26.03 Classification Procedures for New Positions

- 1) A tentative job description and salary level shall be established by the Human Resources department.
- 2) The President of the Union and Chairperson of the Joint Job Evaluation Committee shall be notified of the proposed new job by means of a copy of the tentative job description and temporary salary level.
- 3) An employee shall be appointed to the new job and a temporary salary level applied.
- 4) Six months following assignment of the incumbent to the new job, the job description will be reviewed by the incumbent and the incumbent's supervisor. If necessary the job description will be revised. Article 26.02 1) to 7) will apply.

26.04 Appeal Process

If agreement cannot be reached by the Committee, the matter shall be referred to the Labour Management Cooperation Committee. Their decision will be final and binding.

26.05 Maintenance Procedures

In order to maintain accurate job information, all job descriptions should be reviewed by the incumbent and their supervisor whenever a performance appraisal is performed and whenever a department is re-organized.

ARTICLE 27 REIMBURSEMENT OF EXPENSES**27.01 Employee Transportation**

(a) Employees who are authorized to use their cars on the Employer's business may claim reimbursement at the rate determined by the Employer for all staff.

(b) When an employee is called in to work between 10:30 p.m. and 7:00 a.m., or if an overtime or work period of an employee ends during this time, taxi service to and from the home of the employee shall be reimbursed by the Employer.

27.02 Tuition

The Employer shall reimburse to regular full-time employees covered by this Agreement who have more than one-year of service, the tuition cost of French language training offered through its regular Continuing Education evening programme upon submission to the Human Resources Department of *proof* of satisfactory completion.

27.03 Legal Fees

The Employer shall pay all legal costs for any action initiated against an employee by virtue of the performance of the employee's employment duties.

27.04 Safety Footwear

The Joint Health and Safety Committee shall discuss areas where employees should wear safety footwear. Where an employee is required by the Employer to wear safety footwear, the Employer shall reimburse the employee forty-five dollars (\$45.00) once per year towards the purchase of such footwear.

ARTICLE 28 - GENERAL

28.01 The Union and the Employer desire every employee in the Bargaining Unit to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall cause sufficient copies of the Agreement to be printed within sixty (60) days of signing, or as soon thereafter as possible, the cost of such printing to be borne by the Employer who shall have the right to establish format and quantity of Agreements printed.

28.02 Night Classes

It is agreed that when there are night classes in the schools the choice of employment. shall be as follows:

First Choice - to employees working in that particular school where night classes are held

Second Choice - to employees covered by the Collective Agreement

Third Choice - at the Board's discretion.

28.03 The Employer agrees to continue the hours of work and benefits as they apply to incumbent employees as of December 31, 1978 who hold the positions of Recreation Co-ordinator and Swimming Pool Instructor.

(24)
6/1

28.04 The parties agree that the regular retirement age for employees shall be sixty-five (65). Upon request and with the approval of the Employer, individual employees may have their employment extended beyond the month in which they attain the age of sixty-five (65). Such requests must be submitted in writing to the Employer not less than six (6) months prior to the employee's retirement date. A copy of such request shall be forwarded by the employee to the Secretary of the Union.

28.05 The Employer shall provide bulletin boards in mutually agreed upon places which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings.

See pp.
35-0003
→

ARTICLE 29 - NOTICES OF DISCIPLINE

29.01 Whenever the Employer deems it necessary to censure or reprimand an employee who has completed the probationary period in a manner indicating that dismissal may follow any repetition of the act complained of or omission *referred* to, or may follow if such employee fails to bring their work up to a required standard by a given date which shall be specified and such period not to be longer than three (3) months, the Employer shall within ten (10) working days thereafter give written particulars of such censure or reprimand to the employee involved with a copy to the President of the Union.

29.02 Notices of discipline shall be in writing to the employee with a copy to the President: of the Union. Where there has not been a notice of discipline in writing to an employee for a continuous period of eighteen (18) months, all notices of discipline previously kept on the file of an employee will not be considered for further disciplinary action.

29.03 Upon written request by the employee, the personnel 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. Any disagreement to the accuracy of information contained in the personnel file may be subject to the grievance procedure. The contents of the personnel file of an employee shall not be shared with any other employer without the prior written consent of the employee.


29.04 Neither party may introduce evidence or disagreement as to the accuracy of the information contained in the personnel file of which the other party was not aware of at the time of its filing.



ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be binding and remain in effect from April 1, 1992, to March 31, 1996, and shall continue from year to year thereafter, unless either party gives to the other Party notice in writing at least three (3) months prior to the 31st of March in any year that it desires its termination or amendment. Within twenty (20) working days of receipt of such notice by one Party, or within such further time as the Parties may agree, the other Party is required to enter into negotiations for a renewal or revision of this Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

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

ARTICLE 31 - RETROACTIVITY

RETROACTIVITY IS NOT APPLICABLE TO THIS EXTENSION OF THE COLLECTIVE AGREEMENT TO MARCH 31, 1996.

31.01 Salary adjustments for all hours worked shall be retroactive to April 1, 1992 for all regular and probationary and temporary, full time and part-time employees who were on staff as of that date. Employees hired after that date shall be eligible for a retroactive salary adjustment to the date of their appointment as a probationary or temporary employee. Except as otherwise specified herein, all other changes in this Collective Agreement shall have effect as of June 22, 1992.

31.02 Employees who retired or who were placed on approved leave during the period April 1, 1992 to June 22, 1992 shall be eligible for a retroactive salary adjustment up to the date of their termination of employment or commencement of leave.

31.03 Casual rates to be effective June 22, 1992.

31.04 The remaining articles and provisions shall be effective on June 22, 1992 except as otherwise specifically provided (including Article 10 Seniority and Article 11 Lay-Off and Recall Procedures).

SCHEDULE "A"OCCUPATIONAL CLASSIFICATIONS AND SALARY SCHEDULES(i) OccClassifications _____

<u>LEVEL</u>	<u>OCCUPATIONAL CLASSIFICATIONS</u>
1	Mail and Filing Assistant Office Assistant I
2	Accounts Assistant I Catering/First Aid Assistant I Library Assistant - Elementary Office Assistant II
3	Accounts Assistant II A.V. Assistant Catering/First Aid Assistant II Office Assistant III Stockkeeper
4	Accounts Assistant III A.V. Technician I Lighthouse Assistant Mail & Filing Administrator Office Assistant IV Payroll Assistant I Research Assistant I Switchboard Operator
5	Laboratory Assistant Library Technician I Office Assistant V Operations Assistant: Payroll Assistant II Systems & Information Assistant
6	Assistant Supervisor of Media Operations Buyer Computer Operator Library Technician II Office Administrator I Office Assistant VI Payroll Assistant III Programmer I
7	Computer Technician Maintenance Technician Office Administrator II Research Assistant II

(i) Occupational Classifications (cont ' d)

<u>LEVEL</u>	<u>OCCUPATIONAL CLASSIFICATIONS</u>
8	Computer Operations Assistant Computer Systems Technician Personal Care Assistant Software Technician Supervisor, Purchasing Transportation Technician
9	Assistant Swimming Pool Supervisor Head Computer Technician Office Administrator III Programmer II
10	Accounts Receivable Supervisor Network Analyst Office Administrator IV Payroll Assistant IV Programmer/Analyst Swimming Pool Supervisor I
11	Community Education Coordinator Community Outreach Coordinator Office Administrator V Swimming Pool Supervisor II Teaching Assistant
12	Office Administrator VI Swimming Pool Supervisor III Youth Worker

ii) Salary Schedulesa) Hourly Rates April 1, 1992 to August 31, 1992

<u>LEVEL</u>	<u>Minimum STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>Maximum STEP 4</u>
	\$	\$	\$	\$
1	11.07	11.63	12.19	12.75
2	11.49	12.05	12.61	13.17
3	11.91	12.47	13.03	13.59
4	12.32	12.88	13.44	14.00
5	12.74	13.30	13.86	14.42
6	13.16	13.72	14.28	14.84
7	13.58	14.14	14.70	15.26
8	14.00	14.56	15.12	15.68
9	14.42	14.98	15.54	16.10
10	14.83	15.39	15.95	16.51
11	15.25	15.81	16.37	16.93
12	15.67	16.23	16.79	17.35

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ii) Salary Schedules (cont'd)b) Hourly Rates -- September 1, 1992 to March 31, 1993

<u>LEVEL</u>	<u>Minimum</u> <u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>Maximum</u> <u>STEP 4</u>
	\$	\$	\$	\$
1	11.17	11.74	12.31	12.88
2	11.59	12.16	12.73	13.30
3	12.02	12.59	13.16	13.73
4	12.43	13.00	13.57	14.14
5	12.85	13.42	13.99	14.56
6	13.28	13.85	14.42	14.99
7	13.70	14.27	14.84	15.41
8	14.13	14.70	15.27	15.84
9	14.55	15.12	15.69	16.26
10	14.97	15.54	16.11	16.68
11	15.39	15.96	16.53	17.10
12	15.81	16.38	16.95	17.52

ii) Salary Schedules (cont'd)c) Hourly Rates -- April 1, 1993 to March 31, 1996

<u>LEVEL</u>	<u>Minimum</u> <u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>Maximum</u> <u>STEP 4</u>
	\$	\$	\$	\$
1	<u>11.40</u> <i>Base</i>	11.98	12.56	13.14
2	11.83	12.41	12.99	13.57
3	12.26	12.84	13.42	14.00
4	12.68	13.26	13.84	14.42
5	13.11	13.69	14.27	14.85
6	13.55	14.13	14.71	15.29
7	13.98	14.56	15.14	15.72
8	14.42	15.00	15.58	16.16
9	14.85	15.43	16.01	16.59
10	15.27	15.85	16.43	17.01
11	15.70	16.28	16.86	17.44
12	16.13	16.71	17.29	17.87

SCHEDULE "A" (iii)

EXEMPTIONS

These job classes were reviewed during the renewal of this Collective Agreement and the parties continue to agree that, as a result of market conditions, these job classes will be paid the hourly rates indicated. The parties further agree that Sections 8 (1) e) and 8 (2) of the Pay Equity Act have been met. Furthermore, if there is a complaint which is supported by the Review Officer, the parties agree that that excluded positions will be placed on the Salary Schedules at the determined levels and their current hourly rates will be red-circled.

a) Hourly Rates -- April 1, 1992 to August 31, 1992

	<u>Minimum</u> <u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>Maximum</u> <u>STEP 4</u>
	\$	\$	\$	\$
Computer Operator	15.29	15.85	16.41	16.97
Programmer I	15.31	15.87	16.43	16.99
Computer Technician	14.85	15.41	15.97	16.53
Computer Operations Assistant Computer Systems Technician Software Technician	16.09	16.65	17.21	17.77
Transportation Technician	16.09	16.65	17.21	17.77
Head Computer Technician	16.75	17.31	17.87	18.43
Programmer I I	20.92	21.48	22.04	22.60
Programmer/Analyst Network Analyst	22.43	22.99	23.55	24.11

b) Hourly Rates -- September 1, 1992 to March 31, 1993

	<u>Minimum</u> <u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>Maximum</u> <u>STEP 4</u>
	\$	\$	\$	\$
Computer Operator	15.43	16.00	16.57	17.14
Programmer I	15.45	16.02	16.59	17.16
Computer Technician	14.99	15.56	16.13	16.70
Computer Operations Assistant Computer Systems Technician Software Technician Transportation Technician	16.24	16.81	17.38	17.95
Head Computer Technician	16.90	17.47	18.04	18.61
Programmer II	21.12	21.69	22.26	22.83
Programmer/Analyst Network Analyst	22.64	23.21	23.78	24.35

c) Hourly Rates -- April 1, 1993 to March 31, 1996

	<u>Minimum</u> <u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>Maximum</u> <u>STEP 4</u>
	\$	\$	\$	\$
Computer Operator	15.74	16.32	16.90	17.48
Programmer I	15.76	16.34	16.92	17.50
Computer Technician	15.29	15.87	16.45	17.03
Computer Operations Assistant Computer Systems Technician Software Technician Transportation Technician	16.57	17.15	17.73	18.31
Head Computer Technician	17.24	17.82	18.40	18.98
Programmer II	21.55	22.13	22.71	23.29
Programmer/Analyst Network Analyst	23.10	23.68	24.26	24.84

SCHEDULE "A" (iv)

Red-Circling

Red,-circling is defined as the freezing of an employee's current hourly rate until the maximum for the employee's new salary range exceeds the employee's frozen hourly rate. At that time the employee will be placed at the maximum grid step for their new classification level.

SCHEDULE "B"

Administrative Assistant, Director's Office
 Administrative Assistant, Planning
 Administrative Assistant, Staff Counselling
 Administrative Assistant, Translation
 Administrative Assistant, Administrative Services
Administrative Assistant, Psychology
 Administrative Assistant, Media
 Administrative Assistant, Continuing Education
 Administrative Assistant, Library Service Centre
 Administrative Assistant, Computer Services
 Administrative Assistant, Trustee Services
 Administrative Assistant, Research
 Administrative Assistant, Communications
 Administrative Assistant, Social Services
Administrator of Communications
 Administrator of Purchasing
Art Model
 Assistant, Data Entry
 Assistant;, Data Control
 Assistant **Coordinator** of Extra-Curricular Music/Drama
 Assistant Supervisor of Day Interest Programmes
 Assistant Supervisor of Community Education Programmes
 Assistant, Energy Conservation
 Assistant Purchasing Agent & Budget Coordinator
 Assistant Superintendents - Non-Academic
 Assistant Manager of **A.B.E./E.S.L.** Programmes
 Assistant Coordinator of Child Care Services
 Assistant Manager of **ABE Programmes**
 Assistant Manager of **ESL** Programmes
Assistant Supervisor of Payroll
Assistant Manager of 'Plant
 Assistant Supervisor of Maintenance
 Assistant **Manager of Computer Services**
 Assistant Coordinator of Cafeteria Services
 Assistant Superintendents - Academic
 Assistant, Accounting
 Board Reporter
 Chief of Social Services
 Chief of Psychological Services
 Chief of Research and Professional Development.
 Coordinator of Assessment Revision
 Coordinator of Home Instruction
 Coordinator-of Cafeteria Services
 Coordinator of **Testing**
 Coordinator of Child Care Service;;
 Coordinator of Research
Coordinator of Grants and Special Projects
Coordinator of Volunteer Services
 Director of Education and Secretary to the Board
Duplicating Room Supervisor
 Engineer, Energy Conservation
 Engineering Technologist., Plant
 Executive Secretary to the Director of Education
 Executive Secretaries to Superintendents
 Executive Secretaries to -Assistant Superintendents

LETTER OF UNDERSTANDING

between

THE OTTAWA BOARD OF EDUCATION


and

The E.S.S. Unit, District 26

This will confirm the agreement of the parties that, in the event amalgamation between the Ottawa Board of Education and other area school boards is proposed, the O. B. E. Labour Management Co-operation Committee will meet as required prior to the conclusion of any agreement. Furthermore, the Ottawa Board of Education will undertake to make all reasonable efforts to secure, on behalf of the members of The E.S.S. Unit, District 26, the protection and transfer of the employee's seniority, vacation credits, sick leave credits, and employment status.

Signed at Ottawa this 22nd day of APRIL 1996.

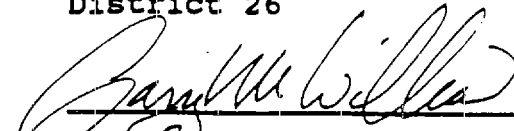
For The Ottawa Board of Education



Ronald Allford

D. Smith

For The E.S.S. Unit:
District 26



Sue Johnson

Salary Schedules - Hourly RatesApril 1, 1992

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	11.07	11.63	12.19	12.75
2	11.49	12.05	12.61	13.17
3	11.91	12.47	13.03	13.59
4	12.32	12.88	13.44	14.00
5	12.74	13.30	13.86	14.42
6	13.16	13.72	14.28	14.84
7	13.58	14.14	14.70	15.26
8	14.00	14.56	15.12	15.68
9	14.42	14.98	15.54	16.10
10	14.83	15.39	15.95	16.51
11	15.25	15.81	16.37	16.93
12	15.67	16.23	16.79	17.35

September 1, 1992

1	11.17	11.74	12.31	12.88
2	11.59	12.16	12.73	13.30
3	12.02	12.59	13.16	13.73
4	12.43	13.00	13.57	14.14
5	12.85	13.42	13.99	14.56
6	13.28	13.85	14.42	14.99
7	13.70	14.27	14.84	15.41
8	14.13	14.70	15.27	15.84
9	14.55	15.12	15.69	16.26
10	14.97	15.54	16.11	16.68
11	15.39	15.96	16.53	17.10
12	15.81	16.38	16.95	17.52

April 1, 1993

1	11.40	11.98	12.56	13.14
2	11.83	12.41	12.99	13.57
3	12.26	12.84	13.42	14.00
4	12.68	13.26	13.84	14.42
5	13.11	13.69	14.27	14.85
6	13.55	14.13	14.71	15.29
7	13.98	14.56	15.14	15.72
8	14.42	15.00	15.58	16.16
9	14.85	15.43	16.01	16.59
10	15.27	15.85	16.43	17.01
11	15.70	16.28	16.86	17.44
12	16.13	16.71	17.29	17.87

Salary Schedules - Hourly Rates

April 1, 1992

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Computer Operator	15.29	15.85	16.41	16.97
Programmer I	15.31	15.87	16.43	16.99
Computer Technician	14.85	15.41	15.97	16.53
Computer Operations Assistant	16.09	16.65	17.21	17.77
Computer Systems Technician	16.09	16.65	17.21	17.77
Software Technician	16.09	16.65	17.21	17.77
Transportation Technician	16.09	16.65	17.21	17.77
Head Computer Technician	16.75	17.31	17.87	18.43
Programmer II	20.92	21.48	22.04	22.60
Programmer/Analyst	22.43	22.99	23.55	24.11
Networker Analyst	22.43	22.99	23.55	24.11

September 1, 1992

Computer Operator	15.43	16.00	16.57	17.14
Programmer I	15.45	16.02	16.59	17.16
Computer Technician	14.99	15.56	16.13	16.70
Computer Operations Assistant	16.24	16.81	17.38	17.95
Computer Systems Technician	16.24	16.81	17.38	17.95
Software Technician	16.24	16.81	17.38	17.95
Transportation Technician	16.24	16.81	17.38	17.95
Head Computer Technician	16.90	17.47	18.04	18.61
Programmer II	21.12	21.69	22.26	22.83
Programmer/Analyst	22.64	23.21	23.78	24.35
Networker Analyst	22.64	23.21	23.78	24.35

April 1, 1993

Computer Operator	15.74	16.32	16.90	17.48
Programmer I	15.76	16.34	16.92	17.50
Computer Technician	15.29	15.87	16.45	17.03
Computer Operations Assistant	16.57	17.15	17.73	18.31
Computer Systems Technician	16.57	17.15	17.73	18.31
Software Technician	16.57	17.15	17.73	18.31
Transportation Technician	16.57	17.15	17.73	18.31
Head Computer Technician	17.24	17.82	18.40	18.98
Programmer II	21.55	22.13	22.71	23.29
Programmer/Analyst	23.10	23.68	24.26	24.84
Networker Analyst	23.10	23.68	24.26	24.84