

SOURCE	<i>Union</i>		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	568		
NOMBRE D'EMPLOYÉS	568		

BOARD Carleton - Custodial, Maintenance & Plant Staff

TERM April 1, 1996 - March 31 1998

Salary - Annual and Hourly Rate

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Level A	25 319 12.13	26 375 12.63	27 472 13.16	28 619 13.71	29 813 14.28	31 053 14.87	32 347 15.49
Level B	31 679 15.17	33 000 15.81	34 374 16.46	35 805 17.15	37 297 17.86	38 850 18.61	40 472 19.38
Level C	32 361 15.50	33 708 16.14	35 112 16.82	36 576 17.52	38 100 18.25	39 686 19.01	31 341 19.80
Level D	34 176 16.39	35 601 17.05	37 082 17.76	38 629 18.50	40 237 19.27	41 915 20.07	43 661 20.91

W a g e L e v e l D e -

- Level A **Custodial**, Vehicle Mechanic's Assistant, Truck Driver, Trades Helper, Small Engine Mechanic
- Level B Building Tradesperson, Carpenter, Glazier/Metal Mechanic, Vehicle Mechanic, Groundskeeper, Roofing Inspector
- Level C **A/C** Refrigeration Technician, Burner Technician, Chief Custodian 2, **Drywall/Asbestos**, Electrician, Furniture Repairer, Instrumentation Technician, Locksmith, Mechanical Tradesperson, Plumber
- Level D Chief Custodian I

/sr
opeiu 343
1996 10 04
C:\WP60\DOC\GRIDS\CARLETON.CUS

COLLECTIVE AGREEMENT

BETWEEN

THE CARLETON BOARD OF EDUCATION

(hereinafter referred to as "the Employer")

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(CUSTODIAL, MAINTENANCE AND PLANT OPERATIONS)**

(hereinafter referred to as "the Union")

Effective 1 April 1996 to 31 March 1998

Please contact the following for any specific information you may require with respect to this Collective Agreement.

CBE OFFICE	721-1820
Personnel Officer (Administrative & Support)	ext. 248
Co-ordinator (Benefits)	ext. 234
Payroll Administrator (Administrative & Support)	ext. 358
OSSTF (C. M. & P. Operations)	
Union Pager	566-5600
OSSTF (Provincial Office)	1-800-267-7867
OSSTF (District 43 Office)	596-3932

TABLE OF CONTENTS

ARTICLE 1	Purpose	1
ARTICLE 2	Recognition	1
ARTICLE 3	Term of Agreement	2
ARTICLE 4	Strikes and Lock-outs	2
ARTICLE 5	Union Security	2
ARTICLE 6	Union Representation	3
ARTICLE 8	No Discrimination	4
ARTICLE 9	Paid Holidays	4
ARTICLE 10	Vacations with Pay	4
	Entitlement	4
ARTICLE 11	Leaves	6
	Compassionate Leave	6
	Special Leave	6
	Leave for Duty as a Juror or Court Witness	7
	Religious Holy Days	7
	Inclement Weather	7
	Quarantine	7
	Pregnancy/Parental Leave	7
	Pregnancy/Adoption Leave SUB Plan	9
	Federation Leave	9
	Leave of Absence Without Pay	10
	Workers' Compensation	10
ARTICLE 12	Cumulative Sick Leave Plan	11
ARTICLE 13	Hours of Work	12
ARTICLE 14	Overtime	13

ARTICLE 15	Wage Schedules	14
	Wage Level Definitions	15
ARTICLE 16	Health Insurance and pension Benefit	16
ARTICLE 17	Professional Development	18
ARTICLE 18	Seniority	18
	Probationary Period	19
ARTICLE 19	Layoff and Recall	19
	Layoff	19
	Recall	20
ARTICLE 20	Job Postings and Staffing	21
ARTICLE 21	Exchanger	22
ARTICLE 22	Protective Equipment and clothing	23
ARTICLE 23	Grievance/Arbitration Procedure	23
	Arbitration	24
ARTICLE 24	Discipline and Discharge	25
ARTICLE 25	General Provisions	26
	Personnel Files	26
	Definition of "Service"	26
	Letters of Understanding	29

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, and to set forth certain of the conditions of employment together with the rates of pay, benefits, and other matters agreed upon by the parties including procedures in the event of complaints or grievances.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (the "OSSTF") as the sole and exclusive bargaining agent for all of its employees engaged in custodial services, maintenance and plant operations, save and except (a) site and trade supervisors; (b) persons above the rank of site and trade supervisors; (c) office and clerical staff; (d) students employed during the school vacation period(s); (e) persons for whom any trade union held bargaining rights as of the dates the application were filed; (f) persons employed under a work incentive program sponsored by other than the Employer.

2.02 The term "employee" as used in this Collective Agreement shall mean a person employed by the Carleton Board of Education who is covered by this Agreement and who falls within the scope of the bargaining unit as set forth in Article 2.01.

2.03 Unless specifically provided for, this collective agreement contains those provisions which apply only to full-time continuing employees.

(a) A full-time continuing employee is defined as an employee who is employed to work full-time hours on a twelve month basis.

(b) A regular part-time employee is defined as an employee who is employed to work on a regular basis during the school year for normally less than forty (40) hours per week.

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

2.04 All provisions of the collective agreement shall apply to full-time continuing, regular part-time, and casual employees, with specific provisions and/or exclusions being provided for in the following articles:

- Article 10 - Vacation with Pay
- Article 11 - Leaves and Other Absences
- Article 12 - Cumulative Sick Leave Plan
- Article 13 - Hours of Work
- Article 14 - Overtime
- Article 15 - Salary
- Article 16 - Health Insurance and Pension Benefits
- Article 17 - Professional Development

(1)

ARTICLE 3 TERM OF AGREEMENT

3.01 This agreement shall remain in force and effect from 1 April 1996 until 31 March 1998, and from year to year thereafter unless in my year, and within the period of ninety (90) days before the date of the termination of this Agreement, either party notifies the other party in writing of its desire to renew the Agreement with or without modifications, pursuant to the Labour Relations Act.

ARTICLE 4 STRIKES AND LOCK-OUTS

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

ARTICLE 5 UNION SECURITY

5.01 All Employees covered by this Collective Agreement who were members of OSSTF at the date of certification or who subsequently elected or may elect to join shall, as a condition of employment, maintain membership in OSSTF.

All newly hired Employees covered by this Agreement shall, as a condition of employment, become members of OSSTF on the first day of employment. Nothing in this provision shall compel any existing Employee to become a member of the Union and nothing in this provision shall require the Employer to discharge an Employee because of the Employee's failure to maintain membership in good standing with the Union.

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

5.02 Subject to the capability of the Employer's payroll processing programs, the Employer shall deduct membership dues from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF dues owing. The Union agrees to provide the Employer with at least four weeks' notice in writing of its desire to alter the amount of such dues.

AR dues so deducted shall be remitted to the Union, c/o The treasurer, OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) days of the pay date on which such deductions are made.

5.03 Subject to the capability of the Employer's payroll processing programs, the Employer shall deduct a local levy from salary payments made to employees. OSSTF shall notify the Employer of the local levy owing. The Union agrees to provide the employer with at least four weeks' notice in writing of its desire to alter the amount of dues.

The local levy shall be remitted to the Union, c/o The Treasurer, OSSTF District 43, 216-1140 Morrison Drive, Ottawa, Ontario, K2H 8S9 within thirty (30) days of the pay date on which such deductions are made.

(2)

5.04 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.

ARTICLE 6 UNION REPRESENTATION

- 6.01 For the purposes of negotiation between the parties, the Employer shall recognize a Union Negotiating Team. This team shall include up to six (6) employees. In addition, a representative or agent from both the local and/or provincial OSSTF may assist the bargaining unit.
- 6.02 Members of the Union Negotiating Committee who spend work days negotiating shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this agreement. The Employer will compensate four (4) members of the Union Negotiating Committee for regular hours spent in negotiating meetings between the parties to the extent that they shall suffer no loss of regular earnings. The Union agrees to reimburse the Employer for the full amount of all salary and benefits paid to additional members of the Union Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal 17% of employee's salary.
- 6.03 Members of the Union's Negotiating Committee shall inform the appropriate supervisor five (5) days in advance of absences owing to negotiations.
- 6.04 The Employer recognizes a Union Grievance Committee consisting of not more than three (3) members of the Union, one of whom shall be the President, to assist or represent an aggrieved member of the bargaining unit. One member of the Union grievance committee shall be relieved from regular duties for all meetings scheduled with the Employer to process and/or attempt to resolve a grievance. This member of the Grievance Committee assisting the grievor shall receive wages, benefits, experience and seniority as if actively at work and to the extent that they shall suffer no loss of regular earnings.

ARTICLE 7 LABOUR MANAGEMENT COMMITTEE

- 7.01 The Employer agrees to recognize a Labour-Management Committee as follows:
- The parties agree that a Labour-Management Committee, comprised of up to three (3) representatives from the Union and up to three (3) representatives from the Employer, shall be used for the purpose of improving communications between the Parties of the Agreement, and discussing issues relating to the workplace which affect the Parties or any employee bound by this Agreement.
- 7.02 The Labour-Management Committee shall meet as required and at the request of either party at a mutually agreeable time to discuss matters arising out of relations between the Parties, including changes in terms and conditions of employment arising from legislative changes and issues of concern to either party. A written request for such a meeting shall be forwarded to the other Party and a meeting convened within twenty (20) working days setting out the matters(s) to be discussed.

(3)

7.03 The Labour-Management Committee shall consider and attempt to resolve all problems of mutual concern with the object of promoting positive relationships between the Employer and Employees. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement but nevertheless may make joint recommendations to the Employer and the Union for amending the Agreement.

ARTICLE 8 NO DISCRIMINATION

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

ARTICLE 9 PAID HOLIDAYS

9.01 The following public holidays will be granted with pay to all Employees:

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

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

- 9.02 Where a statutory holiday falls other than a scheduled workday the Employer may designate some other day upon which to observe the holiday or the Employer may elect to pay the Employees as though it had fallen on a regular working day.
- 9.03 Where a statutory holiday falls during an Employee's approved vacation period, it shall not be deducted from the Employee's vacation entitlement.
- 9.04 Employees shall not receive holiday pay if:

- (a) they have been employed for less than three months;
- (b) they have not earned wages on at least twelve (12) days during the four weeks immediately preceding the public holiday; or
- (c) they fail to work their scheduled regular day of work preceding or following the public holiday.

(4)

ARTICLE 10 VACATIONS WITH PAY

10.01 Entitlement

Full-time continuing employees shall receive annual vacation with pay according to their completed active service with the Employer, calculated as of the employee's anniversary date of hire each year in accordance with the following:

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

- 10.02 Vacation leave entitlement not used in the year earned may be carried over but shall be taken by 31 October of the following year. Permission to carry over leave must be authorized by the appropriate supervisor.
- 10.03 The maximum allowable vacation leave credit at the time of resignation or retirement of an employee shall be the number of unused days of leave earned during the current year plus up to the previous year's entitlement if the carry-over was previously approved as outlined above. Payment for these credits shall be based on the employee's annual salary rate at the time of departure.
- 10.04 A paid statutory holiday occurring within an employee's vacation leave period shall not be deducted from vacation credits.
- 10.05 An employee who is confined to hospital, or who suffers a bereavement in the immediate family during scheduled vacation shall, upon presentation of acceptable verification, be permitted to reschedule an equivalent number of vacation days at a time mutually agreed upon between the employee and the appropriate supervisor. The Employer reserves the right to request verification.
- 10.06 The Employer reserves the right to determine the periods during which vacations may be scheduled.
- 10.07 Vacation leave credits shall not accrue during any month in which an employee does not work and is not paid for at least one-half the available working days in the month.

10.08 After six months employment, unearned vacation leave may be anticipated for the remainder of the calendar year. However, if employment is discontinued, the Employer shall recover amounts paid for leave taken, but not earned, up to the date of the discontinuance.

10.09 Regular part-time employees shall be entitled to 6% of earnings as vacation pay. Casual employees shall be entitled to 4% of earnings as vacation pay.

ARTICLE 11 - LEAVES

11.01 Except for those leaves of absence specifically detailed in this Collective Agreement, the Employer's Procedures GDBD-P (Paid Leaves and Absences) dated June 1991 and GDBDA-P (Unpaid Leaves and Absences) dated April 1991 shall apply to members of the bargaining unit.

Leaves of absences specifically detailed in this article shall apply to full-time continuing and regular part-time employees.

11.02 Compassionate Leave

- (a) Up to five (5) days with pay shall be granted in the event of the death of an employee's parent, spouse, child, parent-in-law, brother, sister, or other persons in loco parentis.
- (b) Up to three (3) days with pay shall be granted in the event of the death of other relatives or close friends.
- (c) Up to three (3) days leave per occasion with pay may be granted, at the discretion of the employer due to serious illness of a parent, child, spouse, brother, sister or a person who stands in loco parentis. Such requests shall not be unreasonably denied.
- (d) At the request of the Superintendent of Personnel, an employee can be required to substantiate my leave(s) taken under Article 11.02. A copy of any such request shall be forwarded to the President of the bargaining unit.
- (e) The leaves referred to above may be extended, without pay, at the discretion of the employer to accommodate special circumstances.

11.03 Special Leave

A maximum of three (3) days special leave, including one (1) day for the moving of personal residence, shall be granted each calendar year for matters of urgent or essential personal business by the appropriate supervisor. In extenuating circumstances, up to two (2) additional days without pay may be granted at the discretion of the Employer.

11.04 Leave for Duty as a Juror or Court Witness

Leave with pay shall be granted by the Superintendent of Personnel to an employee for Jury Duty, or to an employee who has been summoned for duty as a witness in any court for any proceedings to which he/she is neither a party nor one of the persons charged, provided the employee remits any fees (not including reimbursed expenses) to the Employer. This provision shall apply to all Employees covered by this Collective Agreement.

11.05 Religious Holy Day

Leave shall be granted without loss of pay for recognized Religious Holy Days to a maximum of three (3) days in any one year.

11.06 Inclement Weather

In the event of inclement weather, Board Procedure GDN-P, dated 1990, will apply to the employees. The Employer agrees that no amendments will be made to this procedure without prior consultation with the Union.

11.07 Quarantine

Leave shall be granted without loss of pay to an employee who is subject to quarantine regulations or such order by the Regional Medical Officer of Health as may be issued to control the spread of communicable disease.

11.08 Pregnancy/Parental Leave

(a) **Qualifying Employment Period for Pregnancy and Parental Leave.** - An employee who has been employed by the Employer for a period of thirteen (13) weeks will be eligible for pregnancy/adoption and/or parental leave as prescribed by the Employment Standards Act of Ontario.

(b) **Pregnancy/Parental Leave Entitlement**

Pregnancy Leave

A minimum of seventeen (17) weeks pregnancy leave and eighteen (18) weeks parental leave shall be granted in accordance with the Employment Standards Act to a pregnant employee, if written notice is given at least two (2) weeks prior to the anticipated start date of the leave. The actual dates of the leave may be altered for medical reasons. Parental leave must be taken consecutive with the end of the pregnancy leave, unless the child has not yet come into care. In such case, the parental leave shall commence within thirty-five (35) weeks of the date of birth.

Parental Leave

A minimum of eighteen (18) weeks of parental leave shall be granted to an employee in accordance with the Employment Standards Act. Parental leave must commence within thirty-five weeks (35) of a child's coming into care, if notice is given at least two weeks prior to the beginning of the leave.

Adoption Leave

Adoption leave shall be granted on the same basis as parental leave and shall be granted to either parent, but not both, where both are employed by the Employer. The actual dates of the leave may be altered depending on the date on which the child becomes available.

(c) **Reinstatement**

An employee who takes a leave as prescribed in article 11.08 (b) will be entitled to return to the position occupied at the time of the leave or to a comparable position if that position no longer exists.

An employee who is returning from pregnancy/adoption leave must give at least four (4) weeks written notice of the date of return. Seniority and experience rights will continue to accrue during the period of leave.

(d) **Extensions**

An employee may request an extended parental leave up to two (2) years. Such extensions will be subject to the approval of the Supervisor and the Superintendent of Personnel. Such leave shall be considered to include any parental leave granted.

(e) **Rights and Benefits**

An employee who is on Pregnancy/Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee not been on leave. The Employer shall continue to pay its share of premiums for benefits coverage, including pension, for a period of up to twelve (12) months, unless the employee elects in writing not to continue coverage.

(f) **General**

Subject to the layoff provisions in this Agreement, the Employer may not terminate or lay off an employee entitled to pregnancy/adoption and/or parental leave.

(g) **Sick Leave**

An employee is entitled to sick leave pay if absent because of complications arising out of pregnancy or post-delivery recovery prior to or subsequent to pregnancy leave.

(h) **Employment Standards Act**

Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.

(i) Regular part-time, and casual employees shall be entitled to pregnancy/parental leave in accordance with the terms of the Employment Standards Act.

The Union shall notify the Employer prior to 30 June as to its intent respecti above leave(s) and the names of The Union representatives. Formal applicatio or leave shall be filed with the Employer prior to 31 August. The Union agrees to reimburse the Employer for the costs of salary and benefits for the time absent. Where applicable benefits shall be deemed to equal 7% of the employee's salary.

The status of the above-noted officers shall continue to be that of employees of the Employer, retaining all applicable rights and privileges thereto.

- ii) The Union shall be entitled to up to fifty (50) equivalent days leave per year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Union business. Leave shall be taken by Union members with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Supervisor with a minimum of three (3) days notice. The Union agrees to reimburse the Employer for such leaves for the replacement cost of salaries and benefits of the person released. Where applicable benefits shall be deemed to equal 7% of the employee's salary.

11.11 Leave of Absence Without Pay

- (a) After the completion of two (2) years of continuous employment with the Board, a leave of absence without pay of up to one year may be granted to an employee. Employees wishing to take a leave of absence must submit a written request, setting out the start and end dates of the leave, together with the reasons for the leave.
- (b) Leave of absence without pay may be renewed for a second successive year upon the mutual agreement of the Employer and the employee.
- (c) Subject to the layoff and recall provisions of this agreement:
 - i) An employee returning from a leave of absence without pay of up to one year shall be reinstated in the position held prior to leave, if it exists, or, if not, to a comparable position.
 - ii) An employee returning from a leave of absence without pay of more than one year, shall be placed in a similar position and in the same wage level held prior to the leave.
- (d) Fringe benefits will be maintained for the employee as provided for in Article 16.05.

11.12 Workers' Compensation

An employee, who is absent as a result of an injury or illness arising out of or in the course of his/her employment, shall be entitled to be paid his/her regular salary and benefits by the Employer, to a maximum of sixty-five (65) working days for such illness or injury. The Employer shall retain the amount paid under the Workers' Compensation Act and, if requested to do so, the employee shall sign a direction to this end. Where an employee is absent for a total of more than sixty-five (65) working days for any one illness or injury, the employee shall be entitled to the amount, if any, awarded by the Workers' Compensation Board. Such absences shall not be charged against the employee's cumulative sick leave credits.

(10)

11.09 Pregnancy/Adoption Leave SUB Plan

The Employer will provide a Pregnancy/Adoption Leave Unemployment Insurance Sub-Plan as detailed in the "Benefits" provisions of this Collective Agreement.

11.10 Federation Leave

(a) Provincial

The Employer shall grant 8 leave of absence to a member of the Union who has been elected or seconded to serve as a full-time officer of OSSTF at the provincial or OSSTF District level in any of the following positions:

Provincial OSSTF President
Vice President
Past President
Executive Officer
Treasurer

OSSTF (District 43) President

Such leave shall be granted under the following conditions:

- i) In a school year a maximum of one (1) leave shall be available;
- ii) The Union shall notify the Employer as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for one (1) year and shall be renewable for a second year. Any extension beyond two (2) years will be at the discretion of the Employer.
- iii) Subject to the layoff and recall provisions of this agreement, upon return from a one (1) or two (2) year leave the employee shall be placed in his/her original position or a comparable position, if that position no longer exists. For any leave beyond (2) years, the conditions for return to service with the Employer will be made on an individual basis between the Employer and the employee. An employee wishing to return early from leave may return at the discretion of the Employer if a position is available. On the date stipulated for return in the original leave the employee shall be placed in his/her original position or a comparable position.
- iv) The leaves covered by this article shall be treated by the Employer as secondments provided the Union is prepared to reimburse the Employer for the full costs of salaries and benefits.

(b) Local

Effective 1 January 1996, the Bargaining Unit shall, upon application to the Employer, be granted up to two (2) full-time leaves to fulfill Union responsibilities.

Subject to the layoff and recall provisions of this agreement, upon return from a leave as prescribed in Article 11.10(b), the employee shall be placed in his/her original position or a comparable position if that position no longer exists.

(9)

ARTICLE 12 CUMULATIVE SICK LEAVE PLAN

12.01 (a) Full-time continuing employees shall be permitted to accumulate sick leave at the rate of two (2) days per month.

(b) Effective 1 September 1996 regular part-time employees who have been continuously employed for a minimum of two (2) years shall accumulate sick leave, on a pro-rated basis, at the rate of two (2) days per month worked. An employee shall not earn sick leave credits in any month in which the Employee does not work and was not paid for at least one-half of the available working days in that month.

(c) Effective 1 July 1996, regular part-time employees who are offered and who accept employment during the months of July and August shall be permitted to accumulate sick leave at the appropriate rate during the summer months, based on actual time worked.

12.02 The Director of Education or the Director's designate shall keep a register or registers in which shall be entered the credits, the accumulated credits, and the deductions therefrom. An up-to-date statement of credits shall be provided to each employee at least once per calendar year.

12.03 The Director of Education or the Director's designate shall have the authority to do and perform all things necessary for the conduct of the sick leave credit plan, including the power, subject to appeal to the Employer, to allow or disallow any sick leave credit or deduction under the plan.

12.04 Where an employee of a municipality or local board, which has established a sick leave credit plan under any Act, becomes a full-time continuing employee of the Board without having taken intervening employment, the employee shall be entitled to have placed to his/her credit the sick leave credits standing to the employee's credit in the plan of the municipality or local board or the amount which could have been earned with the Board for the same period of employment, whichever is less. The employee may not transfer any sick leave credits used in the calculation of a service gratuity, or similar payment based on accumulated sick leave.

12.05 Where an employee resigns from the Employer and is subsequently rehired by the Employer within one year or less, without having taken intervening employment, the employee shall have the sick leave credits reinstated which were credited at the time of the earlier resignation. Such reinstated credits shall not be used in determination of eligibility for or calculation to determine a retirement gratuity. Sick leave taken during the second term of employment shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the first period of employment.

12.06 The Employer retains the right to:

(a) Require a medical certificate for:

- i) more than three (3) consecutive days absence;
- ii) more than ten (10) days absence in any twelve (12) month period; and

(11)

(b) Have the employee examined by a doctor, to be selected by the Employer following consultation with the employee and a representative of the Union as to the doctor to be selected.

The purpose of such an examination by a doctor is to determine the fitness of the employee to continue actively in his/her position, but no doctor or the employee shall be required to violate the confidentiality of the doctor/patient relationship.

12.07 Deduction shall be made from an employee's sick leave credits for the number of days absent because of illness. Except by special motion of the Employer, no salary payment shall be made to an employee for absence beyond the number of days to his credit in the Cumulative Sick Leave Plan.

ARTICLE 13 HOURS OF WORK

13.01 This Article is intended to define the normal hours of work for employees in the Bargaining Unit and shall not be construed as a guarantee of hours of work

(a) **Regular Work Week**

The regular work week for full-time employees shall consist of five (5) eight (8) hour days, Monday to Friday, inclusive.

(b) **Regular Work Day**

The regular work day for full-time employees shall be as follows:

Day Shift: eight (8) consecutive hours, excluding an unpaid meal period, between the hours of 6:30 a.m. and 4:00 p.m.;

Afternoon Shift: eight (8) consecutive hours, excluding an unpaid meal period, between the hours of 3:30 p.m. and 12:00 midnight.

(c) Exceptions to the regular work day and/or regular work week for full-time employees may be continued. If the Employer wishes to introduce other exceptions, it will first consult with the Union.

(d) Full-time employees shall be permitted a rest period of fifteen (15) consecutive minutes in each of the first and second halves of a shift.

13.02 **Hours of Work for Other than Full-Time Employees**

Hours of work for employees other than full-time employees shall be determined by the Employer in accordance with its requirements.

Employees shall be permitted a rest period of fifteen (15) consecutive minutes for each four (4) hours of work.

(12)

13.03 School Vacations

During the school vacation periods, Christmas and March breaks, the Employer may suspend the afternoon shift and assign employees scheduled to work the days off.

ARTICLE 14 OVERTIME

14.01 Definitions

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

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

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

(b) Overtime, as defined in Article 14.01, will be distributed equitably among qualified employees eligible for such overtime at the same work location.

14.03 Overtime shall be compensated at the rate of time and one-half the straight time rate for those hours worked in excess of forty (40) hours per week and at the rate of double the straight time rate for all overtime hours worked on Sunday which are not part of the employee's regular shift. Additional pay shall not be provided for overtime periods of less than one-half (1/2) hour per day.

14.04 Employees may substitute time-off in lieu of overtime worked when mutually agreeable. Time off shall be on the same basis as the overtime was earned and shall be scheduled at a mutually agreeable time.

- 14.05 (a)** Employees required to work outside their regular working hours on a call-in basis shall be paid for a minimum of three (3) hours at the overtime rate.
- (b)** Employees who are required to perform security checks as part of their normal duties shall be paid for a minimum of one and a half (1.5) hours at the applicable rate.

14.06 Employees who work four (4) hours or more of overtime immediately following their regular shift, shall receive a meal allowance of \$10.00.

14.07 Employees who are required to work on a public holiday shall be paid overtime at the rate of double time. This overtime payment would be in addition to being paid for the holiday in question.

ARTICLE 15 WAGE SCHEDULES

15.01 Wage Schedule

Effective upon ratification of this Agreement, the Employer shall reclassify the employees' wage level definitions in accordance with its Restructuring Initiative of April 10, 1996.

Employees' salary levels, (exclusive of any acting pay) shall be maintained until the grid step becomes equal to or greater than the salary as of 31 August 1996. Where an employee receives a responsibility allowance the total salary and allowance shall be used to determine total salary level.

Following implementation of the Restructuring Initiative, including placement of existing staff where positions have been eliminated, any remaining vacancies shall be posted.

Increments not granted during the period of the Social Contract Sub-Sectoral Agreement shall not be reinstated.

Effective 1 September 1996 for full-time employees as defined in Article 2.03 (a) of this Collective Agreement.

Annual and Hourly Rate		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Base Level A	25,319	26,375	27,472	28,619				
	12,126	12,632	13,157	13,706	14,278	14,872	15,492	
Level B	31,679	33,000	34,374	35,805	37,297	38,850	40,472	
	15,172	15,805	16,463	17,148	17,863	18,606	19,383	
Level C	32,361	33,708	35,112	36,576	38,100	39,007	41,341	
	15,499	16,144	16,816	17,517	18,247	19,007	19,799	
Level D	34,176	35,601	37,082	38,629	40,237	43,661		
	16,386	17,050	17,760	18,500	19,271	20,074	20,910	

Effective 1 September 1996 for Regular Part-Time, employees as defined in Article 2.03 (b) of this Collective Agreement.

\$9.15 per hour plus vacation pay.

Effective 1 September 1996 for Casual employees as defined in Article 2.03 (c) of this Collective Agreement

(i) \$8.13 per hour plus vacation pay; or

(b) the applicable Step 1 hourly rate for job classes where the Employer normally requires a regulated trades license.

Note: Regular part-time employees who are assigned to replace full-time absent employees will continue to be paid at least the rate established for regular part-time employees.

15.02 Wage Level Definitions

Level A Custodian...Vehicle Mechanic's Assistant, Truck Driver, Trades Helper, Small Engine Mechanic.

Level B Building Tradesperson, Carpenter, Glazier/Metal Mechanic, Vehicle Mechanic, Groundskeeper, Roofing Inspector.

Level C A/C Refrigeration Technician, Burner Technician, Chief Custodian 2, Drywall/Asbestos. Electrician, Furniture Repairer, Instrumentation Technician, Locksmith. Mechanical Tradesperson, Plumber.

Level D Chief Custodian I

15.03 Lead Hands in the following Categories shall receive an annual responsibility allowance of \$4,363:

- (a) Custodial;
- (b) Trades;
- (c) Grounds.

15.04 Employees who are required to be available for work on a "standby" basis shall be paid at the rate of \$1.25 per hour for each 24 hour period.

15.05 Employees shall be paid bi-weekly according to their job classification in 15.02, by direct deposit to the employee's credit any branch of a chartered bank, Credit Union, or trust company as designated by the employee and located in the Regional Municipality of Ottawa-Carleton with a computerized system compatible with that used by the Carleton Board of Education. The employer shall distribute earning records to each employee at his or her place of work.

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

15.07 At the time of hire new employees shall be credited with related experience, as determined by the Employer, for purposes of placement on the salary schedule, to a maximum of five (5) years.

15.08 Subject to Article 15.07, a newly hired employee shall not be paid a higher salary than that being paid to a member of the incumbent staff at the same level with similar experience and qualifications.

(15)

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

ARTICLE 16 HEALTH INSURANCE AND PENSION BENEFITS

16.01 The following Group Insurance and Health plans shall be provided by the Employer to all full-time continuing employees covered by this agreement, effective 18 March 1994, in accordance with procedures as required by the Insurance Policies:

- (a) Group Life Insurance and Accidental Death and Dismemberment Insurance;
- (b) Group Semi-Private and Major Medical Insurance (includes Psychologist Services) - effective 1 September 1996, Over-the Counter Drugs will not be covered under this plan.
- (c) Dental Care Plan -
 - i) Basic Plan plus 50% co-insurance for:
 - Major Restorative Services (\$1,200 annual maximum per insured person);
 - Orthodontic Services (\$1,000 annual maximum per insured person).
 - ii) ODA Schedule - On 1 January each year the previous year's ODA schedule will be in effect.
- (d) Optional Term Life Insurance
- (e) Optional Accidental Death and Dismemberment Insurance
- (f) Vision Care - \$200/2 years
- (g) Pregnancy Leave UI Sub-Plan

The Employer will provide a pregnancy/adoption leave SUB plan for the two week waiting period under the Canada Employment and Immigration Commission (UI) Unemployment Insurance Act of 75% of the salary which the employee would otherwise be entitled to receive.

- (h) The Employer shall contribute 90% of the required premiums for coverage described in (a) (b) (c) and (f) above For full-time and regular part-time employees who are employed for twenty (20) hours or more per week. For regular part-time employees the above-noted provision shall take effect not later than 15 October 1996.

Regular part-time employees shall be entitled to the provisions of Article 16.01 (g) effective 1 September 1996.

It is understood and agreed that provisions of benefits is solely the responsibility of the carrier (s). This does not release the Employer from liability for errors in procedures or administration.

(16)

- (i) A regular part-time employee is eligible to enroll in OMERS subject to the provisions of the OMERS Plan. Enrollment is optional and remains optional. However, once enrolled, OMERS Regulations require that a member remain enrolled during employment regardless of the number of hours worked.
- 16.02 Any change from present conditions in effect at the time of signing of the Collective Agreement shall not have the effect of increasing the limitations on the eligibility of employees to participate in the plans.
- 16.03 The Employer will contribute on behalf of eligible employees, in accordance with the requirements of the basic plan of the Ontario Municipal Employees Retirement System.
- 16.04 Changes in any benefits coverage are subject to negotiations between the parties except where changes are required to comply with applicable legislation. Matters dealing with administration of benefits plans shall be an appropriate topic at the Labour-Management Committee.
- 16.05 (a) Except as specified in this agreement, all benefits, except Long Term Disability, held by an employee at the commencement of a leave without pay may be continued during such authorized leave by the employee with the employee paying all premium costs. Such coverage normally will be extended to a maximum of two (2) years with further extensions arranged through the Board.
- (b) The Employer agrees to pay its portion of required premiums for pregnancy/adoption or parental leave of up to one (1) year.
- (c) The Employer will continue to pay its portion of required premiums during the period that an employee is in receipt of Long Term Disability Insurance benefits.
- 16.06 The Employer shall provide updated copies of all benefits plans for the Union's record keeping.
- 16.07 Effective 1 January 1993, the Employer shall provide to all full-time continuing employees a fully paid Long Term Disability (LTD) plan with the Employer paying all premium costs not exceeding the equivalent amount of 2.13% of the annual payroll for the Employees in this bargaining unit. Any increase in premium costs above this amount shall be paid by the employees in this bargaining unit. The amount of monthly LTD benefits shall not be less than 66.66% of pre-disability annual salary, paid on a monthly basis, up to a maximum of \$3,500 per month. Changes to the LTD plan will occur only after consultation between the Parties.
- 16.08 After retirement - all benefits, excluding LTD, will be made available for an employee who retires and is eligible to receive pension under the OMERS Pension Plan prior to age 65 or who retires on a disability pension before age 65, with the employee paying the entire cost of the premiums. It is recognized that such coverage at the group premium level ceases at the end of the month in which the retiree reaches age 65 in all cases.

ARTICLE 17 PROFESSIONAL DEVELOPMENT

- 17.01 (a) The Employer shall allow the Union to sponsor Employer-approved education functions such as seminars, workshops, lectures, etc. to be held on the Board's premises during the employees' lunch period or following the regular working day, and on Employer designated Professional Development Days.
- (b) Subject to the approval of the Employer, Union employees may attend at least one system-wide Union sponsored Professional Development Day. If the professional development activity falls within the employee's regularly scheduled work hours, the Employer will pay the employee as if in continuing employment for such approved day(s).

ARTICLE 18 SENIORITY

- 18.01 The Employer shall maintain separate seniority lists for:
- (a) full-time employees;
- (b) regular part-time employees;
- (c) casual employees
- 18.02 (a) For the purpose of this Agreement an employee's "seniority" shall commence on the date of the employee's most recent hiring (other than as a result of a recall or layoff) and shall continue to accumulate during:
- i) any period of layoff during which the employee was entitled to be recalled;
- ii) any period of absence caused by sickness or accident to a maximum period of two (2) years;
- iii) any authorized leave of absence; and
- iv) any period of secondment to another organization authorized by the Employer.
- (b) Where seniority is equal, the ranking shall be determined by:
- (a) consecutive years of service with the Employer since the date of the employee's most recent hiring;
- (b) total non-continuous years of service with the Employer;
- (c) in the event there is still a tie, selection by lot in the presence of the bargaining unit President or his/her designate.
- 18.03 Seniority will be considered to have been terminated when an Employee:
- (a) resigns or retires;
- (b) is discharged and is not reinstated by reason of the grievance and arbitration procedure;
- (c) is laid off beyond the period during which the employee was entitled to be recalled; or
- (d) fails to return from lay-off in accordance with the provisions in this Agreement

- 18.04 The seniority of an employee who is absent due to sickness or accident beyond 24 months shall be maintained until such time as the employee returns to work.
- 18.05 Notwithstanding the above, seniority and service shall accumulate during any absence for which the employee receives Workers' Compensation benefits.
- 18.06 Seniority lists shall be maintained by the Employer and posted at each work place before 1 March. Each employee shall have an opportunity to review the list and verify accumulated seniority.
- 18.07 Employees who wish to request a correction to their seniority accumulation must do so in writing to the Personnel Department before 1 April. Failure to notify the Board by 1 April shall be taken as meaning that an employee's seniority is correct as published.

Probationary Period

- 18.08 New employees shall serve a probationary period consisting of one hundred and twenty (120) worked days of employment.
- 18.09 Hours worked as a casual employee shall be credited towards the probationary period in Article 18.08 based on accumulated hours worked, within the bargaining unit, to a maximum of 480 hours.

ARTICLE 19 LAYOFF AND RECALL

- 19.01 Should the Employer propose to amend staffing requirements in a manner which would result in a lay-off of employees, such proposals will be discussed by the Labour/Management Committee (Article 7) prior to implementation. The purpose of such discussions will be to consider possible alternatives to layoffs including, but not limited to, early retirements and leaves of absence.

19.02 Layoff

- (a) A layoff shall be defined as a period of at least two weeks (except July and August for 10 month employees) in which an employee receives less than seventy-five (75) percent of the wages he or she would earn at his or her regular rate in a regular non-overtime work week.
- (b) Where layoffs are contemplated, the Employer shall layoff regular part-time workers prior to full-time employees.
- (c) Where a layoff is contemplated by the Employer, the employee(s) affected shall be given notice in accordance with the Employment Standards Act or one (1) month, whichever is greater.
- (d) In the event of layoff, employee(s) will be laid off in reverse order of seniority ranking provided that they must have the necessary qualifications, ability, knowledge and skill to perform the jobs available.

(19)

- (e) An employee laid off will be given the opportunity of maintaining the equivalent hours of work by displacing the least senior employee in an equivalent or lower wage level in the bargaining unit provided the senior employee has the ability and qualifications to perform the job. In such situations the senior employee shall be given a reasonable familiarization period equivalent to the probationary period in this assignment.
- (f) Employees re-assigned to a new position, as a result of a layoff, shall have their pay level frozen for a two year period, at which time they will assume the compensation level in the new position.
- (g) Subject to the seniority provisions, employees re-assigned to a new location as a result of a layoff shall be reinstated to their former position if such becomes available within two (2) years from the date of being re-assigned to the new location.

19.03 Recall

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

Period of Months	Service in Years
12	up to two (2) years
24	more than two (2) years

- (c) Subject to Article 19.03 (a), no new employee shall be hired until those employees laid off have been recalled.
- (d) An employee who is recalled in accordance with this article shall be reinstated as though there had been no interruption in service or seniority.
- (e) All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- (f) Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee requiring the employee to report to work on a date not earlier than seven (7) work days after the date of such notice. If the employee does not reply within and seven (7) work days or fails to report for work at the time and date specified in the notice, the employee shall be deemed unavailable and the next eligible employee shall be called.
- (g) Those persons not recalled by the end of the recall period shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or Employment Standards Act.

(20)

- (h) The Employer agrees to **notify** the President of the Union of the names, positions and work locations of **all** employees either **being laid off** or recalled.
- (i) **Employees on layoff shall be entitled to continuing participation in the benefit plans** provided in accordance with the collective **agreement** provided that the **employee** pays the **full** premium payment for such **coverage** and that the insurance policies Permit such **coverage to employees** while on **layoff**.

ARTICLE 20 JOB POSTINGS AND STAFFING

- 20.01** Vacancies within the **Bargaining Unit**, whether new or in an **existing classification**, shall be **posted in the workplace**, in a location readily **available** to employees, normally for a **period of ten (10) working days**. A copy of **each posting** will be sent to the Union **President, Maintenance, Custodial/Plant Operations**. The **applications of all** Union members shall be considered prior to **applications** of non-members.
- 20.02** (a) A position is normally vacant or deemed to be **vacant** and subject to this article when:
- i) the employee previously occupying it has been **absent on leave** for more than **six (6) months**; or
 - ii) the **employee** previously occupying it **has resigned**, retired, been dismissed, laid off or demoted; or
 - iii) the **employee** previously occupying it has been **transferred** or promoted; or
 - iv) a new position has been established by the employer.
- (b) A **vacancy** will also be deemed to exist where the current **employee** requests **and is granted a leave of absence** for **5 period of at least 12 months**. A **full time continuing or regular part-time** employee who is selected for the position shall, maintain **right of return to his/her** regular position, if it exists or to a comparable **position**, upon completion of the leave. **External candidates** who are selected will be considered **casual** employees.
- 20.03** The **Board** shall fill positions on the basis of:
- (a) competence (**knowledge, skill, ability, and performance**); and
 - (b) seniority.
- Where **competence** is relatively equal, in the judgment of the Employer, seniority shall govern in **filling the vacancy**.

20.04 (a) Regular Part-time Employees

Subject to the assignment of all full-time employees, regular part-time employees wishing to increase their status will be hired for full-time positions subject to Article 20.03.

(b) Casual Employees

Subject to the assignment of all full-time employees, and regular part-time employees, casual employees wishing to increase their status will be considered for full-time and regular part-time positions prior to the consideration of external applicants subject to Article 20.03.

- 20.05** Regular part-time, and casual employees wishing to increase their contractual status shall file **5 written request with the Personnel Department**.
- 20.06** In order to implement the **staffing provisions**, the Employer may temporarily fill vacant or newly created positions pending **staffing** of the position in accordance with this Article. Employees wishing to be considered for **acting pay assignments** shall file a written request with the **Personnel Department**.
- 20.07** Prior to the introduction of **significant technological change(s)**, the Employer agrees to discuss such **change(s)** with the Union through the **Labour/Management Committee**.
- 20.08 Seasonal Positions**
- (a) **Seasonal positions** shall be defined as vacancies within the **bargaining unit**, whether new or in an **existing job classification**, which exist for a **defined term** and which may be recutting from **year to year to fulfill a specific requirement related to seasonal work**, excluding **normal summer work carried out in the schools**. **Vacancies in seasonal positions will be staffed in accordance with this Article**.
 - (b) **Full time continuing and regular part-time employees** who are selected for **seasonal positions** shall continue to be entitled to the **terms and conditions of employment** that would otherwise apply to them based on their **employment status in their regular assignment**. At the end of the **seasonal position** employees shall maintain **right of return to their regular position**, or to a comparable position if their regular position does not exist, in accordance with **Article 19 - Layoff and Recall**. **External candidates** who are selected for **seasonal positions** shall be considered as **casual** employees.

ARTICLE 21 EXCHANGES

- 21.01** Upon the **mutual consent** of the **Employees and the Employer**, employees may exchange positions within the **bargaining unit**. An exchange may be extended for one **year** by mutual consent of the employees affected and subject to the Employer's **approval**. Such exchanges shall not be **unreasonably denied**.
- 21.02** An exchange may be made **permanent** upon written application of the two Employees affected and subject to the Employer's **approval**.
- 21.03** Employees wishing to be considered for an exchange, including **regular part-time employees**, shall file a written request with the **Personnel Department**.

ARTICLE 22 PROTECTIVE EQUIPMENT AND CLOTHING

22.01 The Employer will continue its current practice with respect to providing protective equipment and clothing including any requirements covered by the Ontario Occupational Health and Safety Act.

ARTICLE 23 GRIEVANCE/ARBITRATION PROCEDURE

- 23.01 An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the principal or designated supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five (5) working days, a grievance may be initiated, as provided herein.
- 23.02 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration, or alleged violation of any term, provision or condition of this Collective Agreement. The question of whether a matter is arbitrable may be processed under the grievance procedure and be submitted to arbitration.
- 23.03 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.
- 23.04 A grievance dealing with the dismissal of an employee without just cause, subject to Article 24, may be submitted directly to Step 2 of the grievance procedure, within (10) working days of the employee being officially advised of dismissal.
- 23.05 A grievance may be lodged by the Union or by the Employer with regard to a policy dispute between the parties. Such a dispute may concern an individual employee's action(s) which are supported by the Union. For such a grievance, the following procedure shall apply:

Step 1

The party desiring to submit the grievance shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of this Collective Agreement claimed to have been violated. The written grievance shall be submitted to the Superintendent of Personnel or designate or to the President of the Union, as the case may be, within twenty-five (25) working days of the event which gave rise to the grievance or within twenty-five (25) working days of the date the grievor(s) should reasonably have been aware of the event of the relevant facts. The Superintendent of Personnel or designate or the President of the Union, as the case may be, shall reply in writing to the grieving party within ten (10) working days, following the date on which the grievance was submitted.

(23)

Step 2

Failing settlement at Step 1, the grieving party may submit the grievance, together with reasons for the submission, to the Director of Education or the Executive of the Union, as the case may be, within ten (10) working days of the date of reply in Step 1.

Within ten (10) working days of the submission of the grievance to Step 2, a meeting will take place with the committee of management representing the Director of Education. The purpose of this meeting shall be to investigate, hear and discuss the grievance and the representations made thereto.

Within ten (10) working days of the aforementioned meeting a written decision, together with the reason or reasons therefore, shall be forwarded to the President of the Union or the Director of Education, as the case may be.

Step 3

If the reply, at Step 2, of the other party, is unacceptable to the party lodging the grievance, that party may apply for arbitration, pursuant to Article 23.05, within ten (10) working days of receipt of the reply, otherwise the grievance will be deemed to be abandoned.

23.06 Arbitration

A grievance which is not settled through the procedure outlined in the foregoing provisions may be submitted for binding arbitration under the provisions of the Ontario Labour Relations Act. Either party may give written notice to the other within ten (10) working days of its intention to submit the grievance to arbitration.

Each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.

- 23.07 (a) All time limits fixed herein for the grievance procedure may only be extended with the written consent of the parties and shall be considered as mandatory.
- (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.
- (c) If, at any stage of the grievance arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.
- (d) Throughout all stages of the grievance procedure the parties may have the assistance of employees and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

(24)

23.08 The Arbitration Board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which would serve to alter, modify, or amend any part of this Collective Agreement.

23.09 Either party shall be free to challenge in the proper forum any arbitration decision as provided by law.

ARTICLE 24 DISCIPLINE AND DISCHARGE

24.01 (a) No employee shall be demoted, disciplined, or discharged without just cause.

(b) Notwithstanding any other provision of this agreement, a probationary employee may be discharged for reasons less serious than a seniority employee.

24.02 (a) The Employer must hold a meeting with the employee in order to discipline, suspend or discharge that employee.

(b) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the discipline, suspension or discharge of an employee, the employee shall be advised of his/her right to have a representative of the Union at the meeting. The Board shall allow the employee reasonable time to arrange for the attendance of Union representatives. However, this clause shall not prevent or frustrate the Board's right to impose discipline when the representatives cannot be available within a reasonable period of time.

ARTICLE 25 GENERAL PROVISIONS

25.01 All correspondence between the Employer and the Union arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Personnel and the President of the Union.

25.02 The Union shall notify the Superintendent of Personnel of the names of its elected and appointed representatives.

25.03 The Employer shall supply sufficient copies of this Agreement for all employees in the bargaining unit and to each new employee at the time of hiring. The parties shall share equally the cost of printing and distribution of the employees copies of the Collective Agreement. Each party shall pay the cost of printing any additional agreements required for its own use.

25.04 Employees who are authorized to use their own vehicles on employer business shall be paid an allowance at the rate approved by the Employer.

25.05 The Sexual Harassment Policy and complaint procedure as established by the Employer and as amended from time to time shall apply to all employees covered by this Collective Agreement.

25.06 The Employer agrees to continue liability insurance and to make available to the Union the portions of policies which provide protection for employees.

25.07 Personnel Files

(a) An employee shall have access during normal business hours, or such other time as may be arranged, to the personnel files and records that relate to the employee. Such access shall be granted upon reasonable prior notice and in the presence of a Personnel Officer or other person(s) designated by the Director of Education.

(b) i) An employee shall receive a copy of any documentation placed in his/her personnel file which may be detrimental to the employee.

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

(c) The Employer agrees to comply with the Ontario Municipal Freedom of Information and Protection of Privacy Act.

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

25.08 Definition of "Service"

An employee's "service", for the purposes of this collective agreement shall be determined by the length of Full-time active employment with the Employer and shall not include any period of time which the employee is absent from work because of:

(a) a leave of absence, for the period beyond two years;

(b) a layoff;

(c) illness or injury, for the period beyond two years.

LETTERS OF UNDERSTANDING

between

THE CARLETON BOARD OF EDUCATION

and

OSSTF (CUSTODIAL, MAINTENANCE & PLANT OPERATIONS)

IN WITNESS THEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES, AS OF THIS 28th DAY OF JUNE 1996, IN THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON.

Without prejudice to the Board's right to determine the number of employees or the number of hours of work to be performed, the Board does not contemplate any further reduction in full-time or part-time hours of work as a result of the implementation of the restructuring initiative referred to in Article 15.01 during the lifetime of this collective agreement. Further, other than as a result of normal staffing processes (e.g. portable moves), every effort will be made to maintain the hours assigned to the regular part-time employees during the implementation of the restructuring initiative. Should circumstances arise which will require adjustments of hours or reduction in work force, there will be full consultation with the Union prior to implementation.

The Employer agrees that any regular part-time employee who is on the recall list in accordance with Article 19 shall be given first consideration to available casual assignments.

THE CARLETON BOARD OF EDUCATION

OSSTF (CUSTODIAL, MAINTENANCE & PLANT OPERATIONS)


Chairman of the Board



President, C. M. & P. Operations


Chairman, Personnel Committee


Vice President, C. M. & P. Operations


Director of Education


Vice President, C. M. & P. Operations


Superintendent of Personnel


Chief Negotiator

Signed in the Regional Municipality of Ottawa-Carleton this 28th day of June 1996.


THE CARLETON BOARD OF EDUCATION

OSSTF (CUSTODIAL, MAINTENANCE & PLANT OPERATIONS)


Chairman of the Board


President (C. M. & P. Operations)


Director of Education


Chief Negotiator

LETTERS OF UNDERSTANDING

between

THE CARLETON BOARD OF EDUCATION

and

OSSTF (CUSTODIAL, MAINTENANCE & PLANT OPERATIONS)

Promotional Guidelines

The Promotional Guidelines, as amended in the agreement between the parties dated 29 September 1995, shall remain in effect for the lifetime of this collective agreement.

Signed in the Regional Municipality of Ottawa-Carleton this 28th day of June 1996.

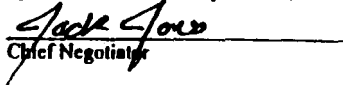
THE CARLETON BOARD OF EDUCATION

OSSTF (CUSTODIAL, MAINTENANCE
& PLANT OPERATIONS)


Chairman of the Board


President (C. M. & P. Operations)


Director of Education


Chief Negotiator

