

SOURCE	Bnd		
EFF.	94	01	01
TERM.	95	12	3
No. OF EMPLOYEES	31		
NON-EMPLOYEES	0		
D'EMPLOYES	JF		

Board: Carleton - Technicians

Term: Jan. 1, 1994 - Dec. 31, 1995

**Salary Grid**

Effective 1 January 1994

	Kitchen Helper	Computer Technician Guidance Services Tech. Library Technician	AV Technician
step 1	20,545	27,719	28,314
Step 2	21,401	28,875	29,495
Step 3	22,292	30,076	30,723
Step 4	23,220	31,329	32,003
Step 5	24,188	32,636	33,337
Step 6	25,196	33,995	34,725
Step 7	26,246	35,412	36,173

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## **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, the hours of work, **the 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 (OSSTF)** as the sole and exclusive bargaining agent for all of its employees engaged in technical services, including Library Technicians, Audio-Visual **Technicians**, Guidance Services **Technicians**, Computer **Technicians** and Kitchen Technicians save and except **Supervisors, persons above the rank of supervisor, students** employed during the school vacation period and students employed in co-operative **education** programs. The Employer further recognizes OSSTF as the sole and exclusive bargaining agent for the **six** individuals holding split positions with the Carleton Board of **Education** in which one-half of **their scheduled** time is **designated** for technicians duties and one-half of their scheduled time is **designated** for **secretarial office duties** in accordance with the **Memorandum of Agreement** among the Employer, the Union and the Carleton Administration Support Certified Employees Association.

**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 Definitions**

- (a)** Full-time employee shall mean a **person** employed by the Carleton Board of Education who normally works **thirty-five (35)** hours per week, **ten to twelve months** per year.
- (b)** Part-time employee shall **mean** a **person** employed by **the** Carleton Board of Education **who** normally works less **than thirty-five (35)** hour per week, **ten to twelve months** per year.

### ARTICLE 3 TERM OF AGREEMENT

- 3.01 This agreement shall remain in force and effect ~~from 1 January 1994 until 31 December 1995 and from~~ year to year thereafter unless in any 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 modification, pursuant to the Labour Relations Act.
- 3.02 The parties shall meet within thirty **(30)** days of notification **to** renew the agreement.
- 3.03 Where legislative changes are made which directly **affect** any provisions of **this** agreement either party may give **notice** to the **other party requesting a meeting of the negotiating teams to address the matters**. This meeting **to resolve legislative changes** normally shall be held **within** thirty **(30)** days.

### ARTICLE 4 STRIKES AND LOCKOUTS

- 4.01 There ~~shall be no~~ strike ~~or~~ lock-out during **the term of the 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 as of 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 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 **(4)** **weeks** notice in **writing** of its **desire** to alter **the amount** of such dues.

- 5.03 All 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.
- 5.04 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 COMMITTEES

6.01 The Employer shall recognize the following Union Committees:

- (a) The Negotiating Committee, consisting of not more than five (5) members of the Union for the purpose of conducting negotiations with the representatives of the Employer, provided that the Union may, from time to time, substitute members on the Negotiating Committee.
- (b) The Grievance Committee, consisting of not more than four (4) members of the Union, one of whom shall be the President of the Bargaining Unit, to assist or represent an aggrieved member of the bargaining unit.

The Employer recognizes the right of the Union to be assisted and/or be represented at grievance meetings by such advisors as the Union deems necessary.

6.02 Three (3) members of the Union Negotiating Team shall be released from their regular duties only on days when negotiations are held and shall receive their wages, benefits, experience and seniority as if they were actively at work. The Union agrees to reimburse the Employer for the full amount of all salary and benefits paid to additional members of the Union Negotiating Team for days spent in negotiations. Where applicable, benefits shall be deemed to equal 17% of the employees' salary.

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

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

## 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 to **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 with twenty (20) working days setting out **the** matter(s) to be discussed.

**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 or to **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 practised 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** Paid statutory holidays for employees shall be:

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

**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 statutory holiday pay if:

- (a) they have been employed for less than three (3) months;
- (b) they have not earned wages on at least twelve (12) days during the four weeks immediately preceding the public holidays; or
- (c) they fail to work their scheduled regular day of work preceding or following the public holiday.

## **ARTICLE 10 VACATIONS WITH PAY**

### **10.01 Entitlement**

Continuing employees shall receive annual vacation with pay according to their complete active service with the Employer, calculated as of the employee's date of hire each year in accordance with the following:

## Service

Paid **Annual** Vacation (as at Anniversary Date)

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-ox (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

Earned vacation credits for an employee in a part-time continuing position shall be prorated in accordance with time worked.

- 10.02 Vacation credits for an employee in a ten and one-half (10.5) month position, shall be earned in accordance with Article 10.01 on a pro-rata basis.

Vacation is required to be taken by ten and one-half (10.5) month employees during the Christmas and March Breaks. Any remaining unused vacation credits may be scheduled during the school year at a time mutually agreeable to the employee and their supervisor or paid out not later than the end of each school year.

- 10.03 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.

- 10.04 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 of these credits shall be based on the employee's annual salary rate at the time of departure.

- 10.05 A paid statutory holiday occurring within an employee's vacation leave period shall not be deducted from vacation credits.

- 10.06 An employee who is confined to hospital, or who suffers a bereavement in the immediate family during scheduled vacation shall be permitted to reschedule an equivalent number of vacation days at a time mutually agreed upon between the employee and the immediate supervisor. The Employer reserves the right to request verification.

- 10.07 ~~The~~ employer reserves ~~the~~ right to determine ~~the~~ periods during which vacations may be scheduled.
- 10.08 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**.
- 10.09 After six **(6)** ~~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**.

## ARTICLE 11 LEAVES AND OTHER ABSENCES

11.01 Except for **those** leaves of absence provisions specifically detailed in this article, **Board Procedures GDBD-P (Paid Leaves and Absences), dated June 1991 and GDBDA-P (Unpaid Leaves and Absences) dated 1991** shall apply to members of **the** bargaining unit.

### 11.02 Bereavement 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** due to serious illness of a parent, child, **spouse**, brother, sister or a **person who** stands in loco parentis.
- (d) The leaves referred to above may be extended, without pay, at the discretion of **the** Superintendent of Central Services, 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 and 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 **Central Services** 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 **receives** any fees (not including **reimbursed expenses**) to the Employer.

#### 11.05 Religious Holy Days

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 the employer's procedure GBN-P dated 1990 will apply to the employees. The employer agrees that **no** amendment 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 Board for a period of **thirteen (13)** weeks **will** be eligible for pregnancy/adoption and/or parental leave as prescribed by the **Employment Standards Act**.

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

###### Pregnancy Leave

A **minimum** of **seventeen (17) weeks** pregnancy leave and **eighteen (18) weeks** parental leave shall be **granted** under 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 and a **medical certificate** is provided **stating the expected date** of birth. The **actual dates** of the leave may be **altered** for **medical reasons**. The 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**. Such leave must **commence** within **thirty-five (35)** weeks of a child's coming into care, if notice is given at least two **(2)** 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 or parental 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 of up to **two (2) years**. Such extensions **shall be subject to** the approval of **the Supervisor and the Superintendent** of **Central** Services. Such leave **shall** be considered to include any parental leave **granted**.

### **(e) Rights and Benefits**

An employee who is on Pregnancy/Adoption or 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 Board 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 of **this agreement**, the Board may not **terminate or layoff** 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 recover 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) Part-time employees **shall be entitled** to pregnancy/parental leave in accordance with the **terms** of the **Employment Standards Act**.

**11.09 Pregnancy/Adoption Leave SUB Plan**

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

**11.10 Leave of Absence Without Pay**

(a) 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** reason for the leave.

(b) Leaves 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** leave of absence without pay of up to **one year** shall be reinstated in **the** position held prior to **the** 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 in **accordance with this Collective Agreement**.

### 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 total for the same 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.**

### 11.13 **Federation Leave**

(a) **Provincial**

**The Employer shall grant a 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 leaves 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 collective agreement and 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. For any leave beyond two (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**

The Union shall be entitled to up to forty (40) 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 Executive members with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Manager, Personnel Services 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 17% of the employee's salary.

**ARTICLE 12 CUMULATIVE SICK LEAVE PLAN**

12.01 Full-time continuing employees shall be permitted to accumulate sick leave credit 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 did not work and was not paid for at least one-half of the available working days in that month.

Sick leave shall be prorated for part-time employees.

12.02 All unused sick leave at the end of December in each year shall be accumulated to the credit of each employee. There shall be no maximum on the number of sick leave credits accumulated by the employees.

12.03 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 Employer 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** Employer 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.

12.04 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.

12.05 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 in **accordance** with Article **12.07**.

12.06 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.

12.07 The Employer **retains** the right to:

(a) **Require** a medical certificate on:

- i) **three** or more consecutive **days'** absence;
- ii) **more than ten (10) days'** absence in any calendar year, **and**

(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 **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.

**12.08** Deductions 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** The normal regular work week shall be thirty-five (35) hours, Monday to Friday, and the normal regular work day shall be seven (7) hours, exclusive of a lunch period. Kitchen Technicians shall normally work eight (8) hours per day, exclusive of a lunch period. The provisions of this article shall be pro-rated for those employees in the bargaining unit whose schedule is less than full-time.

An employee's regular schedule shall not be amended without consultation and reasonable prior notice.

By mutual agreement between the employee and the employee's immediate supervisor, the employee will receive an appropriate lunch period not to exceed one (1) hour.

### **Work Schedule**

**13.02** The normal work year for school based technicians shall consist of ten and one-half (10.5) months.

## **ARTICLE 14 OVERTIME**

**14.01** It is understood that all overtime must be preauthorized and will be voluntary. Overtime shall be calculated on the following principles:

Regular rate up to forty (40) hours;

Time and one-half (1 U) over forty (40) hours;

Double time (2x) on Sundays

Double time (2x) on Statutory Holidays plus equivalent time off in lieu.

**14.02** 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.

**14.03** Employees who work overtime in excess of four (4) hours immediately following their regular shift, shall receive a meal allowance of \$10.00.

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**.

**ARTICLE 15 SALARY**

**Salary Grid - Effective 1 January 1994**

	Kitchen Helper	Computer Technician Guidance Services Tech. Library Technician	AV Technician
step 1	20,545	27,719	28,314
step 2	21,401	28,875	29,495
step 3	22,292	30,076	30,723
step 4	23,220	31,329	32,003
step 5	24,188	32,636	33,337
step 6	25,196	33,995	34,725
step 7	26,246	35,412	36,173

15.01 Subject to satisfactory performance, each **employee** shall advance to the next **step** on the **salary** schedule commencing with the anniversary date of **the** employee's appointment to the current position and until the employee reaches **the maximum salary** for the **employee's** job classification.

15.02 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 salary range of the higher position which would represent additional compensation equivalent to **at least one (1) increase** on **the** current salary 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 and employees employed on a regular basis for seventeen and one-half (17.5) or more hours per week 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;
- (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;
- (e) **Optional** Accidental Death and Dismemberment Insurance with Travel **Assistance**;
- (f) Vision **Care** - \$200 every **two** years;
- (g) Pregnancy Leave 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 employee's salary effective 1 January 1993;**
- (h) The Employer shall contribute 90% of the required **premiums** for coverage described in (a), (b), <sup>Ⓢ</sup> and (f) above.

**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 benefit plans shall **be an** appropriate topic at the **Labour/Management Committee**.
- 16.05 (a) Except as specified in **this** agreement, all benefits, except LTD, 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 Employer.
- (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 Benefits.
- 16.06 The Employer shall provide **updated** copies of all benefit plans for the Union's record **keeping**.
- 16.07 Effective 1 January 1993, the Employer shall provide **to** all full-time employees **and** employees employed **on a regular** basis for seventeen **and** one-half **(17.5)** hours or more per **week** a fully paid **Long** Term Disability Plan with the Employer paying all premiums not exceeding 2.13% of the annual payroll for these employees. **Any** increase in premiums over **this** amount shall **be** paid by the employees. The amount of monthly LTD benefit shall be not **less** than **70%** of **pre-disability annual salary**, paid on a monthly basis, up **to a maximum** of \$5,500 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 at **the group** premium level 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 ceases at the **end** of the month in which **the** retiree reaches age 65 in all cases.

## **ARTICLE 17 PROFESSIONAL DEVELOPMENT**

- 17.01 **The Employer shall allow the Union to sponsor Employer-approved education functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises during the employees' lunch period or following the regular working day, and on Employer-designated Professional Development Days.**
- 17.02 **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 day, the Employer will pay the employee as if in continuing employment for such approved day(s).**

## **ARTICLE 18 SENIORITY**

- 18.01 (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 after lay-off) and shall continue to accumulate during:**
- i) **Any period of lay-off during which the employee is 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:**
- i) **Total non-continuous years of service with the Employer;**
  - ii) **In the event there is still a tie, selection by lot in the presence of the bargaining unit President or his/her designate.**
- 18.02 **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.
- 18.03 **The seniority of an employee who** is absent due to sickness or accident **beyond** twenty-four **(24)** months shall **be maintained** until such time as the employee returns **to** work.
- 18.04 **Notwithstanding** the above, seniority and service shall **accumulate** during any absence for which the employee **receives Workers' Compensation** benefits.
- 18.05** A seniority list shall **be maintained** by **the Employer and posted** at **each** work place before **1** April. Each employee shall have **an opportunity to** review the list and verify **accumulated** seniority.
- 18.06 Employees who wish **to** challenge their seniority accumulation must do **so** in writing to **the Personnel Department** before 1 May. Failure **to** notify **the Employer** by 1 May **shall be** taken **as** meaning that an employee's seniority is correct as published.

## **ARTICLE 19 EXCHANGES**

- 19.01 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.
- 19.02 **An** exchange may **be** made permanent upon **written** application of **the two** Employees affected and subject to the Employer's approval.
- 19.03** **Employees wishing to be** considered for **an** exchange, including part-time employees, shall file a written request with the Personnel Department.

## **ARTICLE 20 JOB POSTINGS**

- 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, Technicians Unit**. The applications of all **Union members** shall be considered prior to applications of non-members.

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

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

20.03 The Employer shall fill positions **on** the basis of:

- (a) Competence (knowledge, skill, ability, **and performance**); and
- (b) Seniority.

Where competence is relatively **qual**, in **the** judgment of the Employer, seniority shall govern in filling the **vacancy**.

20.04 Subject to **the** assignment of all **full-time** employees, part-time employees wishing to **increase their status will be hired** for full-time positions in accordance with Article 20.03. Such employees shall **file a** written request with the **Personnel Officer (A&S)**.

## **ARTICLE 21 PROBATIONARY PERIOD**

**21.01** Newly-hired employees shall serve a probationary period **consisting** of the first **six (6)** consecutive months of employment. At the conclusion of **the** probationary period **the** employee's name shall **be** added to the **appropriate seniority** list, with **service** shown retroactive **to** the first day of hire.

## **ARTICLE 32 LAYOFF AND RECALL**

**22.01** 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** 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.

## 22.02 Layoff

- (a) A layoff shall be defined as a period of at least **two** weeks (except July and August for **ten (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 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)** months, whichever is greater.
- (c) In the event of layoff, employee(s) will be laid off in reverse order of seniority ranking within **their** wage level provided that they must have the **necessary** qualifications, ability, knowledge and skill to perform the **jobs** available.
- (d) **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.
- (e) **Employees** re-assigned to a new position, as a result of a layoff, shall have their pay level **frozen** for a **two (2)** year period, at which time they will assume the compensation level in the new position,
- (f) Subject to the seniority provisions, employees re-assigned to a new location as a result of layoff shall be reinstated to their former position if such becomes available within **two (2)** years from the date of being reassigned to the **new** location.

## 22.03 Recall

- (a) In all **cases** of recall after layoff, employees shall be recalled in accordance with their seniority ranking provided they have the **necessary** qualifications, 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 set opposite:

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

- (c) Subject to Article 22.03 (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 said 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 a severance payment in **accordance** with **the Employment Standards Act**.
- (h) **The** Employer **agrees to notify** **the** President of **the** Union of the names, positions and work locations of all employees **being** either laid **off** or recalled.
- (i) Employees on layoff shall **be entitled** to continuing participation in the benefit plans in **accordance** with the collective **agreement** provided, however, 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 23 GRIEVANCE 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 may be lodged by **the Union** or by the **Employer** with regard to a dispute **between** the parties. Such a dispute may concern an individual employee's action(s) which are supported by the **Union** or a policy dispute. For such a grievance, **the** following procedure shall apply:

(a) 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** Manager, Personnel Services 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)** workings of the **date** the grievor(s) should reasonably **have been** aware of the event or the relevant **facts**. **The** Manager, Personnel Services 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.

(b) **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 at **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** reasons or **reasons** therefore, shall be forwarded to **the** President of the **Union** or the Director of Education, **as the case may be**.



(c) **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.

**23.05 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 **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.

**23.06 (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.

**23.07** 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.

**23.08** 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 **No** employee shall be demoted, disciplined, or discharged without just cause.
- 24.02 Notwithstanding **any** provision of **this** agreement, a probationary employee may be discharged for reasons less serious than a **seniority** employee.

## **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 Manager, Personnel Services and the President of the Union.
- 25.02 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.
- 25.03 Employees who are authorized to **use** their **own** vehicles on Employer business shall be paid **an** allowance at the **rate** approved by the Employer.
- 25.04 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.
- 25.05 The Employer agrees to continue liability **insurance and** to make available to **the** Union **the** portions of policies which provide protection for employees.
- 25.06 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 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.**

**IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS 1st DAY OF JUNE 1994**

THE CARELTON BOARD OF EDUCATION OSSTF (TECHNICIANS)

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Resident, Technicians

\_\_\_\_\_  
Chairman,  
Human Resources Committee

\_\_\_\_\_  
Vice-Resident, Technicians

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chairman, Negotiating Committee

\_\_\_\_\_  
Representative OSSTF Provincial

\_\_\_\_\_  
Representative OSSTF Provincial

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CARLETON BOARD OF EDUCATION**  
**AND**  
**OSSTF (TECHNICIANS)**

**Lay-off**

**With the exception of those employees whose duties and responsibilities may be assumed by an Employer Consortium or co-operative services undertaking, the Employer agrees that no employees shall be laid-off or have their employment terminated during the term of this collective agreement.**

Signed in the Regional Municipality of Ottawa-Carleton this 1st day of June 1994.

**THE CARLETON BOARD OF EDUCATION      OSSTF (TECHNICIANS)**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
President, Technicians

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chairman, Negotiating Committee

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CARLETON BOARD OF EDUCATION**

**AND**

**OSSTF (TECHNICIANS)**

**Labour/Management Committee**

**It is agreed that the Labour Management Committee shall meet prior to 31 May 1994 to discuss the allocation of technicians' work which may be associated with summer school programs.**

**Signed in the Regional Municipality of Ottawa-Carleton this 1st day of June 1994.**

**THE CARLETON BOARD OF EDUCATION      OSSTF (TECHNICIANS)**

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**President, Technicians**

\_\_\_\_\_  
**Director of Education**

\_\_\_\_\_  
**Chairman, Negotiating Committee**

LETTER OF UNDERSTANDING

**BETWEEN**

THE CARLETON BOARD OF EDUCATION

**AND**

OSSTF (TECHNICIANS)

**Seniority Rights**

Immediately following ratification of ~~this~~ agreement and prior to 31 May 1994 employees whose normal work year is being reduced from 12 months to 10.5 months may exercise their seniority rights to displace less senior employees in twelve (12) month positions for which the senior employee holds the necessary qualifications, skills and ability to perform the duties. A displaced employee shall assume the position formerly held by the senior employee.

Signed in the Regional Municipality of Ottawa-Carleton this 1st day of June 1994.

**THE CARLETON BOARD OF EDUCATION** OSSTF (TECHNICIANS)

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
President, Technicians

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chairman, Negotiating Committee

**LETTER OF INTENT**  
**BETWEEN**  
**THE CARLETON BOARD OF EDUCATION**  
**AND**  
**OSSTF (TECHNICIANS)**

**Letters of Understanding**

The Letters of Understanding, dated 24 May 1994, with respect to Lay-off and Seniority Rights will be subject to the grievance/arbitration procedure in Article 24 during the term of the collective agreement and expiring on 31 December 1995.

Signed in the Regional Municipality of Ottawa-Carleton this 1st day of June 1994.

**THE CARLETON BOARD OF EDUCATION      OSSTF (TECHNICIANS)**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
President, Technicians

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Chairman, Negotiating Committee