

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(Hereinafter called "the EMPLOYER")

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(EDUCATIONAL SUPPORT PROFESSIONALS BARGAINING UNIT)
(OSSTF DISTRICT 25)

(Hereinafter called "the UNION")

EFFECTIVE 1 SEPTEMBER 1999 TO 31 AUGUST 2001

SOURCE	LH - Bd		
EFF.	99	09	01
TERM	0001	08	31
NO. OF EMPLOYEES	990		
NON-RE NEWALS	22		

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OFFICE OF
JUL 11 2000
COLLECTIVE BARGAINING
INFORMATION

Received - union

Received - employer

Received - other _____

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TABLE OF CONTENTS

ADMINISTERING MEDICATION/FIRST AID	Article 38	5i
DEFINITIONS.....	Article 9.....	6
DISCIPLINE AND DISCHARGE	Article 28	36
EXCHANGES	Article 32	45
FEDERATION LEAVE.....	Article 15	19
Local District 25 .....	.....	19
Provincial .....	.....	20
GRIEVANCE/ARBITRATION PROCEDURE	Article 34	47
Definitions.....	.....	47
Informal Stage.....	.....	47
Dismissal Grievance.....	.....	47
Individual Grievance .....	.....	48
Policy Grievance .....	.....	48
Grievance Mediation .....	.....	49
Arbitration .....	.....	49
HARASSMENT	Article 36	50
HEALTH AND SAFETY	Article 37.....	50
HEALTH INSURANCE AND BENEFITS	Article 10.....	8
Eligibility for Benefits.....	.....	10
Positive Enrolment .....	.....	10
Long Term Disability Plan.....	.....	11
Administration of Benefits Policies.....	.....	12
Benefit Plan Policies.....	.....	12
HOURS OF WORK	Article 21.....	30
HUMAN RESOURCES FILE	Article 40	51
INCLEMENT WEATHER.....	Article 25.....	35
JOB SHARING.....	Article 33.....	46
JOB VACANCIES.....	Article 31.....	43
Definitions.....	.....	43

Night School, Summer School and Weekend Programs.....	45
LAYOFF AND RECALL Article 30.....	39
Definitions.....	39
Surplus/Layoff Notices.....	39
Rights and Conditions of Surplus Employees.....	40
Recall.....	41
LEAVES OF ABSENCE WITH PAY Article 13.....	15
General Conditions.....	15
Compassionate Leave.....	16
Religious Holy Days.....	16
Special Leave.....	16
Paternity Leave.....	16
Quarantine.....	17
Duty as a Juror or Court Witness.....	17
LEAVES AND ABSENCES WITHOUT PAY Article 16.....	21
Leaves of Absence.....	21
LIABILITY INSURANCE Article 11.....	12
MANAGEMENT RIGHTS Article 6.....	3
MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS Article 35.....	50
NO DISCRIMINATION Article 5.....	3
OVERTIME Article 23.....	33
Definition.....	33
Application.....	34
Compensation.....	34
PREGNANCY/PARENTAL/ADOPTION LEAVE Article 14.....	17
Pregnancy Leave.....	17
Parental/Adoption Leave.....	18
General Provisions for Pregnancy or Parental/Adoption Leave.....	18
Extended Parental Leave.....	19
PROBATIONARY PERIOD Article 27.....	36
PROFESSIONAL DEVELOPMENT Article 26.....	35
Professional Development Days.....	35
Staff Development.....	35

PUBLIC HOLIDAYS.....	Article 20.....	29
PURPOSE.....	Article 1.....	1
RECOGNITION	Article 3.....	1
RETIREMENT GRATUITY.....	Article 18.....	25
SALARY	Article 22.....	31
Salary		31
Method of Pay		32
Increments		32
Acting Pay		33
Related Experience		33
Correction of Errors		33
Deductions.....		33
SICK LEAVE.....	Article 12	13
Crediting of Sick Leave		13
Administration of Sick Leave Plan.....		14
Sick Leave Pay Eligibility.....		14
Sick Leave Deduction.....		14
Injury on Duty Leave.....		15
SELF FUNDED LEAVE PLAN	Article 17.....	22
General Terms and Conditions.....		22
Application Procedures		22
Financial Arrangements		23
Plan Withdrawal		24
Leave Year		24
SENIORITY	Article 29.....	37
STRIKES OR LOCKOUTS	Article 4.....	2
TECHNOLOGICAL CHANGES	Article 39.....	51
TERM OF AGREEMENT	Article 2.....	1
TRAVEL COMPENSATION	Article 24.....	35
UNION SECURITY	Article 7.....	3
UNION REPRESENTATION	Article 8.....	5
Bargaining Unit Negotiating Committee.....		5

Labour-Management Committee	6	
Grievance Committee	6	
VACATION WITH PAY	Article 19.....	27
Implementation.....		29
APPENDIX "A"		
Salary Schedule		54
Job Classification.....		55
APPENDIX "A-I"		
Implementation of Salary Grid.....		59
LETTERS OF UNDERSTANDING		
Responsibility Allowances.....		61
Employment Insurance Premium.....		62
Service Gratuity.....		63
Joint Benefits Committee.....		64
Retirement.....		65
Joint Benefits Committee Amendments		66
Job Security.....		67
School Office Staffing Formula		68
LETTER OF INTENT		
Vacation Allocation		69
Signing Bonus		69

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 terms and conditions of employment together with the rates of pay and benefits and other matters agreed upon by the Parties including procedures in the event of complaints or grievances.

ARTICLE 2 TERM OF AGREEMENT

2.01 This agreement shall be in effect from 1 September 1999 and shall remain in effect until 31 August 2001, and from year to year thereafter, unless either Party notifies the other Party in writing, as to its desire to renew the Agreement with or without modification, pursuant to Section 59 of the Ontario Labour Relations Act.

2.02 Amendments to the terms and conditions contained in the Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Bargaining Unit. Either Party may give notice in writing of its desire to amend this Agreement during its term, providing the other Party with copies of the proposed amendments. The Party receiving the notice shall, within thirty (30) calendar days, arrange to meet with the Party requesting amendments or otherwise reply to the request in writing.

2.03 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 shall be held within thirty (30) calendar days unless the Parties mutually agree to extend the timeline.

ARTICLE 3 RECOGNITION

3.01 The Ottawa-Carleton District School Board (hereinafter referred to as "the Employer") recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as "the Union") as the bargaining agent for all its employees engaged in office, clerical and technical services, save and except:

- (a) supervisors and persons above the rank of supervisor; and
- (b) persons for whom any trade union held bargaining rights established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; and

- (c) persons who were designated as non-affiliated/union exempt established by the "Bargaining Unit Designation" agreement signed on 30 June 1998; and
- (d) Systems Analyst, Co-ordinator Central Services, Supervisor-Technical Support; and
- (e) night school, summer school and weekend program office, clerical and technical positions; and
- (f) students employed during the school vacation period and students employed in co-operative education programs.

Notwithstanding the above, the Parties agree that the following position is included in the bargaining unit: Child Care Co-ordinator(LINC)

The Parties agree to amend the "Designation of Bargaining Unit" agreement dated 30 June 1998 to remove the grandparent provision for the two Executive Secretaries with the former **OBE** who are in union exempt positions.

- 3.02** In the event that **the** Employer creates a new position within the bargaining unit the Parties shall meet to discuss the classification of the new position. The Employer shall establish the rate of pay for such position, subject to the right of the Union **to** grieve the established rate of pay.

In the event that the Employer changes the **job** description of a recognized bargaining unit position, the revised job description shall be referred to the Labour/Management Committee for discussion and input by the Union concerning the classification of the position. Any amendments to the classification levels identified in this collective agreement shall only be made on the mutual agreement of the Parties.

- 3.03** The Employer and the Union recognize the right of the Parties to authorize an advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

ARTICLE 4 STRIKES OR LOCKOUTS

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

- 4.02** In the event of a strike by other employees of the Board, the Parties agree that:
- i) the Employer shall notify the President of the Bargaining Unit immediately when the situation is evident;

- ii) a Consultative Committee comprised of two (2) representatives of the Bargaining Unit and two (2) representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to the members of the Educational Support Professionals Bargaining Unit.

Specifically the committee will address the following issues:

- i) the health, safety and duties of the Educational Support Professionals Bargaining Unit members during the strike;
- ii) other strike related issues which may affect members of the Educational Support Professionals Bargaining Unit.

ARTICLES NO DISCRIMINATION

- 5.01 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, gender, sexual orientation, political or religious affiliation, or by reason of membership or non-membership in the Union.

ARTICLE 6 MANAGEMENT RIGHTS

- 6.01 Except as may be specifically limited or abridged by the language of this Collective Agreement, and the right of any employee to lodge a grievance under the grievance procedures in the manner and extent herein provided, all rights of management and decisions shall be vested with the Employer.

No employee shall be demoted, disciplined, or discharged without just cause. Notwithstanding any other provision of this Agreement, a probationary employee may be discharged for reasons less serious than a non-probationary employee.

- 6.02 The Employer agrees that none of its rights or functions will be exercised contrary to the provisions of this Agreement.

ARTICLE 7 UNION SECURITY

- 7.01 All employees covered by this Collective Agreement shall 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.

All members of the Bargaining Unit shall as a condition of employment, pay union dues in accordance with the Ontario Labour R_____

Nothing in this provision shall require the Employer to discharge an employee because of the employee's failure to maintain membership in the Union.

- 7.02 The Employer shall deduct union 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. Changes in dues shall be implemented by the Employer in the first pay period following the date the change comes into effect. Such amount shall be a fixed amount, that will be deducted from each pay.
- 7.03 The OSSTF dues deducted in Article 7.02 shall be remitted to the Union, c/o The Treasurer, OSSTF, 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) day of the month following the month which the deductions were made. The remittance of such dues shall include a list of the names, work location and amount deducted for each employee from whose pay the dues were so deducted. A copy of each dues submission list made to OSSTF shall be forwarded to the President of the Bargaining Unit.
- 7.04 The Employer shall deduct a local levy from the salary payments made to employees. OSSTF shall notify the Employer of the OSSTF membership 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. Changes in dues shall be implemented by the Employer in the first pay period following the date the change comes into effect. Such amount shall be a fixed amount that will be deducted from each pay.
- 7.05 The local levy deducted in Article 7.04 shall be remitted to the Union, c/o The Treasurer of OSSTF, District 25 no later than the fifteenth (15th) day of the month following the month which the deductions were made. The remittance of such levy shall include a list of the names, work location and amount deducted for each employee from whose pay the dues were so deducted. A copy of each dues submission list made to OSSTF shall be forwarded to the President of the Bargaining Unit.
- 7.06 The Employer will provide the President of the Bargaining Unit with a copy of all staffing notifications with respect to exchanges, layoff notices, appointments, promotions, retirements, resignations, recall notices, and acting assignments issued to newly hired and current members of the Bargaining

10

Unit on the date upon which notification was issued to the employees. In addition the Employer agrees to provide a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provisions covered by this Agreement. Such notifications shall be forwarded to the President of the Bargaining Unit through the Employer's regularly scheduled delivery services. The Bargaining unit may designate a representative to collect such notifications from the Human Resources Department.

7.07 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 8 UNION REPRESENTATION

8.01 The President of the Bargaining Unit shall notify the Employer of the names of its elected and appointed representatives.

8.02 The Employer will recognize the following Bargaining Unit Committees.

- (a) ~~The Bargaining Unit Negotiating Committee~~, consisting of not more than five (5) members of the Bargaining Unit for the purpose of conducting negotiations with the representatives of the Employer, provided that the Bargaining Unit may, from time to time, substitute representatives on the Negotiating Committee.

Members of the Bargaining Unit 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 three (3) members of the Bargaining Unit 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 Bargaining Unit agrees to reimburse the Employer for the full amount of all salary and benefits paid to additional members of the Bargaining Unit Negotiating Committee for days spent in negotiations. Where applicable benefits shall be deemed to equal to seventeen percent (17%) of the employee's salary.

Members of the Bargaining Unit's Negotiating Committee shall inform the appropriate supervisor five (5) days in advance of absences owing to negotiations.

- (b) **Labour-Management Committee, consisting of not more than three (3) members of the Bargaining Unit of the Employer and one (1) representative of the Parties to the Agreement and discussing matters of mutual concern**

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. An employee who is on the Labour-Management Committee 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.

Either Party may request a meeting which shall be convened within fifteen (15) days of the request or at a time mutually agreeable to the Parties.

- (c) The **Grievance Committee**, consisting of not more than three (3) members of the Bargaining Unit, one of whom shall be the President, to assist or represent an aggrieved member of the bargaining unit. One (1) member of the Bargaining Unit 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.

8.03 The Employer shall provide bulletin board space in schools and administrative facilities for use by the Union for posting of notices.

8.04 The Employer shall supply sufficient copies of this Collective Agreement to 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 additional copies of the Agreement required for its own use.

ARTICLE 9 **DEFINITIONS**

9.01 **Bargaining Unit** shall mean the Educational Support Professionals bargaining unit of OSSTF, District 25, Ottawa.

9.02 **Casual Employees** shall mean an employee who is not a regular full-time, regular part-time, probationary, or term employee but is available as required to perform duties, including but not limited to the following reasons:

- (a) replacement of leaves not expected to exceed six (6) months;
- (b) temporary filling of vacancies during the staffing process;
- (c) temporary tilling vacancies not expected to exceed six (6) months;
- (d) when peak work load situations occur;
- (e) when emergency situations arise which require additional hours or staff;
- (f) or to supplement other staff as required for a period not to exceed six (6) months.

The following articles apply to casual employees, with specific exceptions and/or exclusions provided for in specific Articles:

Purpose	Salary
Term of Agreement	Travel Compensation
Recognition	Seniority
Strike and Lockout	Job Vacancies
No Discrimination	Grievance/Arbitration
Management Rights	Harassment
Union Security	Health and Safety
Union Representation	Administering Medication/First Aid
Liability Insurance	Human Resources File

9.03 **Employee** shall mean a person employed by the Employer who falls within the Recognition provision set forth in Article 3.01.

9.04 **Employer** shall mean the Ottawa-Carleton District School Board.

9.05 **Probationary Employee** shall mean a regular employee who is newly hired to perform the duties as a full-time or part-time employee and whose continued employment is subject to the terms and conditions of the probationary requirements as stated in this Collective Agreement.

9.06 **Regular Full-time Employee** shall mean an employee who works thirty-five (35) hours per week on a ten (10), ten and one-half (10.5), eleven (11) or twelve (12) month basis.

9.07 **Regular Part time Employee** shall mean an employee who is regularly scheduled to work less than thirty-five hours per week on a ten (10), ten and one-half (10.5), eleven (11) or twelve (12) month basis.

- 9.08 **School Year** shall mean any given year commencing 1 September to 31 August.
- 9.09 **Work Year** shall mean an employee's work year as defined in Article 21 - **Hours** of Work. For the purposes of entitlements contained in this collective agreement, the Parties agree that such entitlements are contained within the work year if the work year is less than the school year as defined above.
- 9.10 **Term Employee** shall mean an employee who is hired for a specific term of not less than six (6) months nor exceeding twelve (12) months. Where a leave of absence is extended beyond the original term, the term assignment may be extended to accommodate the entire leave period.

The following Articles apply to term employees, with specific exceptions and/or exclusions provided for in specific Articles:

Purpose	Vacation with Pay
Term of Agreement	Public Holidays
Recognition	Hours of Work
Strike and Lockout	Salary
No Discrimination	Overtime
Management Rights	Travel Compensation
Union Security	Inclement Weather
Union Representation	Professional Development
Definitions	Probationary Period
Benefits	Seniority
Liability Insurance	Job Vacancies
Sick Leave	Grievance/Arbitration
Leave of Absence with Pay	Harassment
<i>Pregnancy/Parental/</i> Adoption Leave	Health and Safety
Federation Leave	Administering Medication/First Aid
	Human Resources File

- 9.11 **Union** shall mean the Ontario Secondary School Teachers' Federation, **OSSTF**.
- 9.12 **Work(ing) Day or Day** shall mean a day which is regularly scheduled for work for an employee and on which an employee is expected to report.

ARTICLE 10 HEALTH INSURANCE AND BENEFITS

- 10.01 Effective 1 September 2000 the following Group Insurance and Health plans shall be provided by the Employer (as amended by the Letter of Understanding - Joint Benefits Committee) to all regular employees employed

on a regular basis for seventeen and one-half (17.5) or more hours per week in accordance with the procedures as required by the Insurance Policies. Unless otherwise provided for herein, the plan design shall be in accordance with the former Carleton Board of Education Administrative and Support employees.

- (a) Group Life Insurance (compulsory) providing \$45,000 coverage.
Accidental Death and Dismemberment Insurance (compulsory)
providing \$15,000 coverage.

Employees who were previously entitled to group life insurance providing coverage of three (3) times salary may elect to continue that coverage under the group life plan at the same amount, with the employee paying 100% of the difference in the premium above the \$45,000 coverage. Employees who elect not to continue this higher coverage shall forfeit their right to continue this coverage.

- (b) Health Plan including:
Semi-Private, Major Medical Insurance,
Vision Care- \$200.00 every two years,
Manu Assist (compulsory, optional to an employee covered by a spouse
employed by the Board).
- (c) Dental Care Plan (compulsory, optional to an employee covered by a
spouse employed by the Board) • Basic Plan plus 50% co-insurance for:
 - i) Major Restorative Services • (\$1,200 annual maximum per insured
person).
 - ii) Orthodontic Services (\$1,000 annual maximum per insured person)

On 1 January of each year the previous year's ODA Schedule will be in effect.

The Dental Care Plan concerning recall exams (under Routine Treatment) will provide coverage for oral examinations, teeth cleaning, topical application of fluoride solutions, oral hygiene instructions and bite-wing x-rays once every nine (9) months from the date of the last visit.

- (d) Optional Term Life Insurance
- (e) Optional Accidental Death and Dismemberment Insurance
- (f) Pregnancy/Adoption Leave SEB Plan.

The Employer will provide a pregnancy/adoption leave EI SEB Plan for the two (2) week waiting period under the Employment Insurance Act (EI) of 95% of the employee's salary. Commencing with the third week of the leave, employees granted pregnancy/adoption leave shall be entitled to receive a fifteen (15) week benefit of \$75.00 per week.

No payment shall be made for any periods during which the employee is not otherwise entitled to earn pay.

10.02 The Employer shall contribute 85% of the required premiums for coverage described in (a), (b) and (c) above. Employees shall pay 100% of premium costs for coverage described in (d) and (e) above.

10.03 Eligibility for Benefits

All regular employees who are employed on a half-time or greater basis shall be eligible for the benefit plans in accordance with Article 10.02 and the applicable policies.

10.04 positive Enrolment

Compulsory positive enrolment will ensure that the co-ordination of benefits provision is correctly administered by the health, vision care and dental insurer. Positive enrolment will apply to any employee enrolled in family health, vision or dental coverage.

As required by the insurance carrier under Positive Enrolment, the following information or information of a similar nature will be required to be submitted to the insurer:

- (a) effective date of coverage of employee;
- (b) level of coverage;
- (c) employee name, date of birth, and employee identification number;
- (d) name of spouse (as defined by the policy), date of birth and whether the spouse has employer health, vision care and/or dental coverage, and if so, on a single or family basis, name of spouse's employer, plan or policy number, name of insurer;
- (e) for each eligible dependent child as defined by the policy, name, date of birth, and whether the child is a full-time student, or disabled and incapable of self-sustaining employment.

Dependent claims will not be processed until the insurer receives the required information. The insurer must be informed of any changes to the dependent information within thirty-one (31) days of the change.

10.05

Long Term Disability Plan

The following terms and conditions will remain in place from 1 September 1999 to 31 August 2001 to provide for the compulsory enrolment of new **and** existing employees in the following Long Term Disability Plans:

- (a) For former CBE employees, who were entitled to LTD under the former CASCEA Collective Agreement, Article 13 and the former Technicians Collective Agreement, Article 16 which provides for the following:

"The Employer shall provide to all full-time and part-time employees a fully paid **Long** Term Disability (LTD) 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 **66.67%** of pre-disability annual salary, paid on a monthly basis, up to a maximum of \$5,500 per month."

- (b) For former OBE employees, who were entitled to LTD under the former ESSU Collective Agreement, Article 22 which provides for the following:

"The Employer shall continue to provide the existing LTD Plan at **100%** of the premium to be paid by the employee."

- (c) For former **OBE** employees, who were entitled to LTD under the former PASU Collective Agreement, Article 13 which provides for the following:

"The Employer shall continue to provide the existing LTD Plan with 10% of the premium to be paid by the employee."

- (d) Any regular employee hired subsequent to the date of ratification of this agreement, shall be enrolled in the LTD Plan outlined in (b) above.

For the purposes of determining the appropriate plan for employees who transferred positions in accordance with the provisions of Bill 136, the position held as of the date of ratification shall determine the appropriate plan as identified above.

Notwithstanding the above, effective 1 September 2000 the Long Term Disability Plan shall be as amended by the Letter of Understanding • Joint Benefits Committee.

10.06 Administration of Benefits Policies

The parties recognize that the payment of benefits is solely the responsibility of the carrier(s).

This **does** not release the Employer from liability for errors in procedures **or** administration.

If a member encounters difficulty in the application **of** any portion *of* the Benefit Plans, the Bargaining Unit and/or the member may request and receive written clarification of the carrier's position from the Employer, subject to a release by an employee **of** protected information.

10.07 Benefit Plan Policies

The Employer will provide the Bargaining Unit with all portions of insurance policies relevant **to** its membership upon receipt of a written request to **do so**. The Employer undertaking to provide these copies **is** subject to the availability of the information **from** the insurer.

The Bargaining Unit undertakes to provide the Employer with the relevant portions **of** any policy **or** policies it may enter into on its own behalf upon receipt **of** a written request from the Employer to **do so**. This undertaking is also subject **to** the availability **of** the information from the insurer.

10.08 Term employees shall be enrolled in benefits, in accordance with this Article following the completion of six (6) consecutive months **of** employment.

ARTICLE 11 LIABILITY INSURANCE

11.01 The Employer will maintain liability insurance for its employees while acting in the course of performing his/her duties. and make available, upon request, the relevant portions of the insurance policies which provide for such protection.

ARTICLE 12 **SICK LEAVE**

Crediting of Sick Leave

- 12.01 A regular employee shall be entitled to accumulate sick leave credits at the rate of two (2) days per month worked to a maximum of up to twenty-four (24) days per work year. 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 half of the working days in the month.
- Sick leave shall be prorated for regular part-time employees.
- 12.02 (a) All unused sick leave at the end of each work year shall be accumulated to the credit of each employee. There shall be a maximum entitlement of three and forty (340) days of sick leave credits which can be accumulated by the employee.
- (b) Notwithstanding Article 12.02 (a) an employee with the predecessor boards with more than three hundred and forty (340) days of accumulated sick credits shall have their total sick leave credit on 31 August 1999 transferred to the new plan. No further accumulation shall be permitted unless the balance of sick leave falls below three hundred and forty (340) days, in which case Article 12.02 (a) above applies.
- 12.03 Newly hired employees shall **be** credited with sick leave days accumulated by the employee as a result of employment with another school board in Ontario which has an established sick leave credit plan under the Education Act, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) day entitlement. Such credits shall not be used in determination **of** eligibility for **or** calculation to determine a retirement gratuity. Sick leave taken shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the previous employment.
- 12.04 Where an employee resigns from the Employer and is subsequently rehired by the Employer, **the** employee shall have the sick leave credits reinstated which were credited at the time of the resignation, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) days entitlement. 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.

Administration of Sick Leave Plan

- 12.05 (a) There shall **be** a cumulative sick leave credit plan.
- (b) Under this plan, every employee shall be entitled to have placed in his/her credit. the correct accumulated sick leave credits standing to his/her account under the sick leave credit plan of the predecessor boards of the Employer and the OCDSB as of 31 August 1999.
- (c) The Director of Education or designate shall do and perform all things necessary for the conduct of the sick leave credit system.

12.06 The Director of Education or designate shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deductions therefrom.

Note: An on-line absence system is available to provide leave balances at the request of the employees.

12.07 **Sick Leave Pay Eligibility**

An employee is eligible for sick leave pay when he/she is unable to perform his/her regular duties because of illness or injury, and provided that:

- (a) the employee **has** unused accumulated sick leave credits;
- (b) the employee is not on other leave with or without pay, unless otherwise provided for in the **Agreement**;
- (c) the employee is **not** eligible to receive benefits under the LTD Plan.

12.08 **Sick Leave Deduction**

- (a) Deductions shall be made from an employee's sick leave credits for the number of days absent because of illness.
- (b) Where an employee is absent for **less than a work day**, the deduction shall be prorated.

12.09 An employee who is or will be absent from duty as a result of his/her **illness** shall inform his/her Principal/Supervisor or designate forthwith, and, in any event, not later than the scheduled starting time of his/her daily assignment.

12.10 The employer reserves the right to require a medical certificate after three (3) or more consecutive days' absence, or more than ten (10) days absence in any twelve (12) month period.

12.11 Term employees shall be entitled to two (2) days of sick leave per month after the completion of six consecutive months of employment. A term employee must work at least half the available working days in a month to receive sick leave credits. Such credits shall not accumulate and shall expire at the end of the term assignment unless the employee is directly hired into a regular position.

Following the completion of six (6) consecutive months of employment in a term assignment, an employee shall be credited with sick leave to the beginning of the assignment.

12.12

An employee who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety Insurance Act and who reports such injuries immediately in accordance with procedures established by the Employer, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident. The Employer shall retain the amount paid under the Workplace Safety Insurance Act and, if requested to do so, the employee shall sign a direction to this end.

Beyond fifty (50) working days, the provisions of the Workplace Safety Insurance Act apply.

ARTICLE 13 LEAVES OF ABSENCE WITH PAY

13.01 General Conditions

Leaves of absence with pay provided for in this Article will be granted subject to the following conditions:

- (a) without deduction of sick leave credits;
- (b) without interruption of seniority or experience credit;
- (c) an employee on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (d) upon request by the Superintendent or designate, acceptable evidence verifying the need for the absence will be provided by the employee.

13.02 Compassionate Leave

Employees shall be granted leave with pay in the following circumstances:

- (a) up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law, (a person in a direct in *loco parentis* relationship or a person with whom the employee resides or resided).
- (b) up to three (3) days in the event of the death of any of the following: uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- (c) one (1) day to attend the funeral in the event of the death of a close personal friend.
- (d) up to three (3) days per work year in the event of serious illness of a child, spouse, parent or sibling to arrange alternate care.

Additional leave without pay may be granted by the Principal/Supervisor in extenuating circumstances.

13.03 Religious Holy Days

Up to three (3) days leave with pay in any one work year shall be granted for the observance of recognized religious holy days.

13.04 Special Leave

Up to three (3) days of special leave with pay shall be granted in any work year by the Principal for matters of urgent and/or essential business including, but not limited to, one day for the moving of personal effects.

Additional leave without pay may be granted by the Principal/Supervisor in extenuating circumstances.

13.05 Paternity Leave

Up to two (2) days leave with pay shall be granted in any one work year by the Principal/Supervisor. Such leave may be granted on any day in the period beginning with the day of admission and ending with the day of discharge of the mother from the hospital. Where the birth does not occur in a hospital, the leave of up to two (2) days may be taken to embrace the time of birth. Where complications associated with the birth arise, the father may apply for

additional leave available under this Agreement. If required, a leave of absence without pay may be granted by the Employer.

13.06 Quarantine

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, an Employee is quarantined or otherwise prevented by order of the Regional Medical Officer of Health from attending to his/her duties.

13.07 Duty as a Juror or Court Witness

Leave with pay shall be granted by the Superintendent of Human Resources to an employee to serve on a jury, or by subpoena or summons to attend as a witness in court proceedings to which he or she is neither a party nor one of the persons charged, provided the employee remits any fees (exclusive of travelling allowances or living expenses) to the Employer.

13.08 Term employees shall be entitled to leave as specified in Article 13.02.

ARTICLE 14 PREGNANCY/PARENTAL/ADOPTION LEAVE

14.01 Pregnancy Leave

- (a) Pregnancy leave of up to seventeen (17) weeks without pay (subject to amounts payable under Article 10.01 (f) - SEB Plan) shall be granted in accordance with the Ontario **Employment Standards Act** upon written request provided that:
- i) the employee has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;
 - ii) the employee provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave;
 - iii) the employee notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.
 - iv) an employee may return to work prior to conclusion of the leave period subject to the provisions of the **Employment standards Act** and provided the employee gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

14.02

- (a) In accordance with the provisions of the Ontario **Employment Standards Act**, an employee who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental/adoption leave without pay (subject to amounts payable during adoption leave under Article 10.01 (f) (SEB Plan) of up to eighteen (18) weeks.
- (b) An employee who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into care, in which case the leave must commence within thirty-five (35) weeks of the child's coming into care.
- (c) Where pregnancy leave has not been taken, an employee may, following the birth of the employee's child or an adopted child coming into the custody, care and control of the parent for the first time, take parental/adoption leave upon written request at least two (2) weeks prior to the date the leave commences. The employee is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted. Parental/adoption leave taken in these circumstances must be taken within thirty-five (35) weeks of the child's birth or of the child coming into custody, care and control.
- (d) An employee may return to work prior to conclusion of the leave period of eighteen (18) weeks provided the employee gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

14.03

General Provisions for Pregnancy or Parental/Adoption Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental/adoption leave.
- (b) Seniority shall continue during any term of pregnancy or parental/adoption leave.
- (c) The Employer agrees to continue to pay the Employer's portion of benefits premiums and OMERS during the pregnancy or parental/adoption leave provided the employee agrees to pay the employee's portion of premiums.

- (d) At the discretion of the Employer, pregnancy or parental/adoption leave may be granted to an employee who has not been employed with the Employer for thirteen (13) weeks.
- (e) Sick leave credits and vacation credits shall accumulate for the employee during the time of pregnancy or parental/adoption leave.
- (f) Subject to the Layoff and Recall provisions of this Collective Agreement the Employer may not terminate an Employee entitled to pregnancy, parental/adoption leave and the employee returning from pregnancy, parental/adoption leave shall return to their previous position if it exists, or a comparable position.

14.04 Extended Parental Leave

An employee may request extended parental leave of up to two (2) years. Such leave may be granted by the Employer and shall be considered to include any pregnancy, parental/adoption leave granted. The employee agrees to provide at least four (4) weeks written notice of the day on which the leave is to begin. Where an employee is on leave in excess of pregnancy, parental/adoption leave and elects to continue benefits coverage, all benefits, except Long Term Disability, held by an employee at the commencement of a leave without pay may be continued during such leave by the employee with the employee paying one hundred percent (100%) of the premium costs by pre-authorized debit.

Subject to the Layoff and Recall provisions of this collective Agreement, an employee returning from leave shall return to their previous position if it exists, or a comparable position.

ARTICLE 15 FEDERATION LEAVE

15.01 (a) Local District 25

- i) The Employer agrees that the President and/or Bargaining Unit Officer shall be released from his/her duties in order to undertake his/her responsibilities. Appropriate arrangements will be made to accommodate part-time leave requests subject to the agreement of the Parties regarding staffing requirements. It is understood that two (2) employees may be released in any one school year, notwithstanding the duration of the leaves.
- ii) District 25 Educational Support Professionals Unit agrees to reimburse the Employer for the full cost of salaries and benefits for

each of the President and Bargaining Unit Officer, respectively. Where applicable, benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

- iii) The status of the above-noted officers shall continue to be that of employees of the Employer, retaining all applicable rights and privileges thereto. Vacation credits accumulated while on leave shall be used while in the service of the Bargaining Unit and prior to the Employee's return from leave.
 - iv) The Bargaining Unit shall notify the Employer prior to 30 June, or at such other time as mutually agreed to by the Parties, as to its intent respecting the above leave(s) and the names of the Bargaining Unit representatives.
 - v) Subject to the layoff and recall provisions of this Agreement, an employee shall be entitled to be placed in their original position if such exists, or a comparable position upon return from leave.
- (b) The Bargaining Unit shall be entitled up to seventy-five (75) equivalent days leave per year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Bargaining Unit business. Leave shall be taken only with the written authorization of the Bargaining Unit President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Principal/Supervisor, submitted to the Superintendent of Human Resources with a minimum of three (3) days notice. The Bargaining Unit agrees to reimburse the Employer for the cost of salary and benefits for such leaves. Where applicable, the benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

15.02 **Provincial**

The Employer shall grant a leave of absence to a member of the Bargaining Unit who has been elected to serve as a full-time officer of OSSTF at the provincial level.

Such leave shall be granted under the following conditions:

- (a) In a school year a maximum of two (2) leaves shall be available;
- (b) 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 two (2) years;

- (c) Subject to the layoff and recall provisions of this agreement, upon return from a 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 employee shall be placed in a comparable position.
- (d) The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Where applicable, benefits shall be deemed to equal seventeen percent (17%) of the employee's salary.

15.03 The Employer may grant a leave of absence of up to one (1) year to a member of the Union who has been seconded to serve in a position at OSSTF Provincial Office. Such leave shall be requested no later than one (1) month prior to the start date of the secondment. The Union agrees to reimburse the Employer for the cost of salary and benefits for the time absent. Subject to the layoff and recall provisions of this Collective Agreement, upon return from the secondment, the Employee shall be placed in their original position if such exists, or a comparable position upon return from leave.

15.04 An employee wishing to return early from Union and/or Bargaining Unit leave may return at the discretion of the Employer.

ARTICLE 16 **LEAVES AND ABSENCES WITHOUT PAY**

16.01 Leaves of Absence

- (a) After the completion of two (2) years continuous employment with the Employer, a full-time or part-time leave of absence without pay of up to one (1) year may be granted to an employee. An employee must submit a written request to the Superintendent of Human Resources or designate setting out the start and end dates of the leave and the reason for the leave.
- (b) Leaves of absence without pay may be renewed for a second consecutive year upon the mutual agreement of the Employer and the employee.
- (c) Subject to the Layoff and Recall provisions of this Collective Agreement, an employee returning from a leave of absence without pay of up to two (2) years shall be reinstated to the position occupied prior to the leave or to a comparable position if that position no longer exists.
- (d) An employee may, at the discretion of the Employer, return early from a leave of absence without pay upon giving four (4) weeks notice of the new date of return.

- (e) 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 leave by the employee with the employee paying 100% of the premium costs by pre-authorized debit. Such coverage shall be extended to a maximum of two (2) years with further extensions arranged through the Employer.

ARTICLE 17 SELF FUNDED LEAVE PLAN

17.01 The Employer agrees to make available a self-funded leave plan operated and administered by the Employer in accordance with the provisions of the **Income Tax Act and Regulations** made under the **Ag.** This plan will enable employees to take a one (1) year leave of absence without pay, with full accrual of seniority, the right to continue participation in benefits, and provide for the deferral of pay over a set number of years leading up to the leave year.

17.02 General Terms and Conditions

- (a) The Employer shall be responsible for accruing and distributing any monies required to permit the averaging of income by the employee. The payment of salaries, benefits and OMERS pension plan contributions shall be such that the Employer is not required to pay more money than it would have been required to pay for the period(s) of active employment.
- (b) The conditions for leave, under Article 16 (Leaves of Absence without Pay), including the provision for the continuation of benefits, will apply to a self-funded leave, where applicable.
- (c) Leave of absence will only be granted upon the written recommendation of the Director of Education or designate.
- (d) In accordance with the provisions of OMERS an employee may purchase credit for the period of absence but must assume the full cost of the credit purchase.

17.03 Application Procedures

- (a) Applications must be received by **1** March with appropriate deductions commencing the following September.
- (b) Applications shall specify the preferred financial arrangements and the school year in which the leave is requested. The year of leave shall

commence no later than six **(6)** years after the date of the first deferral of salary.

- (c) Applicants will be notified of acceptance or rejection by 1 May of the year of application.
- (d) Subject to the Layoff and Recall provisions of this collective agreement the employee remains under employment with the Board during the year of absence, but is free to pursue whatever activity is decided on by the employee.

17.04

Financial Arrangements

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement in writing between the employee and the Superintendent of Finance or designate. The amount of funds to be deducted in each year shall not exceed thirty-three and one-third percent (33 1/3%) of the member's **gross** salary.
- (b) The salary remaining after deductions will be paid to the employee in accordance with the provisions of the Collective Agreement.
- (c) The Employer will establish an account with the Ottawa-Carleton Education Credit Union for each participant in the plan. The money deducted from each pay shall be deposited to this account, where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement, whichever occurs first.
- (d) The percentage of salary to be deducted may be amended by mutual agreement in writing, to be effective the following September, provided such requests are received for approval by the preceding 1 March. The percentage of salary to be deducted cannot exceed the maximum required to accommodate the initial plan stipulated in the application. The Employer must approve applications for adjustments in deductions.
- (e) The Trust Account will generate interest, which shall be reported to the employee as required by the Income Tax Act.
- (f) Access to funds in this account, other than the interest portion, prior to maturity of the trust agreement may only be allowed with the written authorization of the Superintendent of Finance or designate and the employee concerned.
- (g) If an employee is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account

and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the employee or the executor or administrators of the employee's estate in one lump sum within sixty (60) days.

17.05 **Plan Withdrawal**

- (a) An employee may apply to withdraw from the plan up to 1 March of the year prior to the September in which the leave is scheduled to commence. Subsequent applications for withdrawal in the year preceding the leave may be granted in urgent or extenuating circumstances. If the placement of the employee in the system effective 1 September requires another employee to be declared on layoff, the employee may be required to take the leave as previously agreed.
- (b) In the event of withdrawal from the plan in accordance with (a) above, or in the event the employee is laid off or resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, will be paid to the member in one lump sum within sixty (60) calendar days of notice of withdrawal.

17.06 An employee may defer the year of leave for one (1) year, with written notice to the Employer by 1 March preceding the year of leave. Only one (1) such request for deferral shall be granted. The Employer must approve applications for deferral of the leave year.

17.07 **Leave Year**

- (a) No later than 1 May preceding the year of leave, the employee shall determine and advise the Human Resources Department of the date(s) and percentage for withdrawal of the total accumulated balance in the trust account: (e.g. 40% lump sum withdrawn in September; 60% lump sum withdrawn in January.)
- (b) By 1 June preceding the year of leave, the employee shall be invoiced for the full cost of current benefit premiums. The employee shall return the invoice by 10 June indicating the benefits to be continued. Payment of benefits premiums shall be made by pre-authorized debit.

17.08 Employees participating in the Plan shall be required to sign an agreement with the Employer setting out conditions of the Plan.

17.09 Subject to the layoff and recall provisions of this agreement, upon return from leave an employee will be assigned the same position held prior to taking the leave or to a comparable position, if the position no longer exists.

ARTICLE 18 **RETIREMENT GRATUITY**

18.01 An employee who has completed a minimum of ten (10) years continuous service with the Employer since the last day of hire and who retires for any of the following reasons shall be entitled to a retirement gratuity calculated in accordance with Article **18.06**:

- (a) becoming eligible for a pension as defined by OMERS or OTPP (upon submission of proof that pension payments will commence within two **(2)** months of termination);
- (b) is fifty-five (**55**) years of age or greater at the time of retirement and elects to defer their pension benefits until a later date. In the event that either pension plan provides for a reduced age requirement, an employee shall be entitled to all terms and conditions of the existing pension plan amendments;
- (c) permanent disability as defined by OMERS or OTPP;
- (d) in the event that an employee dies, the entitlement of a retirement gratuity shall be paid to the estate of the employee or designated beneficiary.

Note: Part-time employees who did not participate in OMERS may qualify for a gratuity:

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

18.02 An employee shall not be entitled to a retirement gratuity who resigns at the request of the Employer to avoid dismissal for cause.

18.03 An employee who resigns for any reason and is later rehired shall be considered a new Employee for retirement gratuity benefits from the last date of hire.

18.04 The retirement gratuity shall be paid in full within one (1) month following the date of retirement, or in a manner mutually agreeable to the employee and the Employer.

18.05 Sick leave transferred from another school board in accordance with the Sick Leave provision of this collective agreement shall be ineligible for gratuity purposes.

18.06 (a) for twelve (12) month employees, retirement gratuity referred to above shall be calculated as follows:

$$\frac{\text{Number of Years Service (Max. 20)}}{20} \times \frac{\text{Salary Rate of Employee at Retirement}}{2} \times \frac{\text{Number of Days of Accumulated Sick Leave (Max 240)}}{240}$$

(b) for eleven (11) month employees, retirement gratuity referred to above shall be calculated as follows:

$$\frac{\text{Number of Years Service (Max. 20)}}{20} \times \frac{\text{Salary Rate of Employee at Retirement}}{2} \times \frac{\text{Number of Days of Accumulated Sick Leave (Max 240)}}{240}$$

(c) for ten (10) month and ten and one-half (10.5) month employees, retirement gratuity referred to above shall be calculated as follows:

$$\frac{\text{Number of Years Service (Max. 20)}}{20} \times \frac{\text{Salary Rate of Employee at Retirement}}{2} \times \frac{\text{Number of Days of Accumulated Sick Leave (Max 240)}}{240}$$

(d) In no case shall the gratuity exceed fifty percent (50%) of the employee's salary rate at the time of retirement.

- (e) i) "Salary rate" for the purposes of determining the gratuity shall mean the rate of pay paid to the employee as of the date of retirement; or
- ii) Where an employee is retiring from a part-time status, salary rate shall mean the salary paid by the Employer for the employee's last working day, adjusted to reflect the equivalent full-time rate.
- iii) In the event that the employee is granted an extension of employment beyond the employee's normal retirement date, the annual rate paid to the employee as of the end of the month in which the employee reaches age sixty-five (65); or
- iv) In the event that the employee retires while receiving Long Term Disability Insurance (LTD) benefits, Workplace Safety Insurance

benefits or such leave during which the employee is not receiving direct salary payment by the Employer, the last salary rate paid to the employee prior to the commencement of such leave.

- 18.07 "Service" for the purposes of determining the retirement gratuity shall be calculated as being equal to the number of continuous years of active paid employment with the OCDSB and one of its predecessor boards. Periods of leave without pay shall not break the continuous years of service, however, such periods will not be included in the calculation for the purposes of eligibility for a gratuity or in the calculation of a gratuity.

ARTICLE 19 VACATION WITH PAY

- 19.01 (a) Regular full-time twelve (12) month employees shall earn vacation with pay according to their completed active service with the Employer, calculated as of the employee's anniversary date of hire each school year in accordance with the following:

<u>Service</u> (as at anniversary date)	<u>Paid Annual Vacation</u>
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 or more	sixteen (16) working days
seven (7) years or more	seventeen (17) working days
eight (8) years or more	eighteen (18) working days
nine (9) years or more	nineteen (19) working days
ten (10) years or more	twenty (20) working days
twelve (12) years or more	twenty-one (21) working days
fourteen (14) years or more	twenty-two (22) working days
sixteen (16) years or more	twenty-three (23) working days
eighteen (18) years or more	twenty-five (25) working days

- (b) Regular full-time ten (10), ten and one-half (10.5) and eleven (11) month employees shall be granted vacation leave on a pro-rated entitlement in accordance with the above schedule.
- (c) Regular part-time employees shall be entitled to vacation leave according to a pro-rated entitlement from Article 19.01 (a) and (b) above.

- (d) Full-time **term** employees employed for **six (6)** months or more shall **earn** vacation with pay at the rate of one and one-quarter **(1.25)** working days per month.
- (e) Part-time **term** employees employed for six (6) months or more shall **earn** vacation with pay on a pro-rated basis based on one and one-quarter **(1.25)** working days per month worked.
- (f) Casual and term (employed for less than six (6) months) employees shall be entitled to **4%** of earnings as vacation pay.

19.02 Vacation credits shall be credited as of **1** September for the current vacation period. For newly hired employees, after six months employment, **unearned** vacation leave may **be** anticipated for the remainder of the vacation period. Employees who **return** to work from unpaid leave or who are recalled after **1** September shall **be** credited with their vacation leave as of the date **of** return and shall **be** credited the appropriate vacation, pro-rated for the time worked for the remainder of the vacation period.

However, if employment is discontinued, the Employer shall recover amounts paid for leave taken, but not earned, up to the date of the discontinuance.

19.03 For twelve **(12)** month employees, vacation leave entitlement not used in the vacation period in which it **was** earned may be carried over but shall be taken at a mutually agreeable time between the employee and the supervisor by the end of the following vacation period. Where no time is mutually agreed upon, the Employer shall consult with the employee, to **determine** the periods during which vacation shall **be** taken, with adequate notice being given to the employee. Permission to carry over leave must be authorized by the appropriate supervisor.

19.04 Where preference is **to be** given in the scheduling of vacation, **the person** with the most seniority shall be given first preference. The Employer **will endeavor** to schedule leave in an unbroken period **of at least two (2) weeks**. **Approved** vacation leave may only **be** changed **by** mutual agreement between **the** employee and the appropriate supervisor.

19.05 The maximum allowable vacation leave credit at the time an employee resigns, retires or is placed on recall shall **be** the number **of** unused days **of** leave earned during the current vacation period plus up to the previous vacation period entitlement if the carryover was previously approved as outlined above. An employee who is granted a leave of absence for a full year may **elect to** receive payment for unused vacation leave as outlined above. Payment for **these** credits shall be based on the employee's annual salary rate at the time of departure.

- 19.06 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.
- 19.07 Employees (other than twelve (12) month employees) shall be required to use vacation leave during the Christmas Break and March Break. Remaining vacation shall be taken prior to the end of the employee's work year at a time mutually agreeable between the employee and the appropriate supervisor. Where no time is mutually agreed upon, the Employer shall consult with the employee, to determine the periods during which vacation shall be taken, with adequate notice being given to the employee. In the event an employee is not able to take vacation leave because of operational requirements, any monies owing for any unused vacation leave shall be paid to the employee at the end of their work year.
- 19.08 There shall be no deduction to an employee's annual vacation leave allowance for any Christmas Leave Adjustment Days which may be granted by the Employer.
- 19.09 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.

Implementation - Effective 1 January 2000, former Carleton Board of Education twelve (12) month employees will be credited with vacation credits for twelve (12) months. Effective 1 September 2000, former Carleton Board of Education twelve (12) month employees will be credited with vacation in accordance with this Article.

All other employees shall be entitled to vacation credits in accordance with this Article effective 1 September 1999.

ARTICLE 20 **PUBLIC HOLIDAYS**

- 20.01 The following will be recognized as paid holidays to be paid for at the regular rates:
- | | |
|------------------------|----------------------|
| New Years Day | August Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |

July 1 (Canada Day)

Boxing Day

Any other day which is proclaimed by law as a public holiday.

- 20.02 Where a public holiday falls other than on a scheduled work day the Employer may designate some other day upon which to observe the holiday or the Employer may elect to pay the employee as though it had fallen on a regular working day.
- 20.03 Where a public holiday falls during an employee's approved vacation period, it shall not be deducted from the employee's vacation entitlement.
- 20.04 Employees shall not receive public holiday pay if they do not work their scheduled days of work immediately preceding and immediately following the holiday, or in accordance with Section 25(1) of the **Employment Standards Act of Ontario**, unless they are absent due to a pre-authorized paid leave.
- 20.05 Part-time employees shall have their regularly scheduled hours adjusted to accommodate the public holiday (e.g. an employee who normally works seventeen (17.5) hours in a thirty-five (35) hour work week shall work fourteen (14) hours).

ARTICLE 21 HOURS OF WORK

- 21.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days worked per week.
- 21.02 The normal work week for all full-time employees shall be thirty-five (35) hours per week, comprised of five (5) seven (7) hour days.
- 21.03 An employee working a full day shall be entitled to an unpaid one (1) hour lunch period each day.
- 21.04 An employee working less than seven (7) hours per day shall, based on the number of hours worked, be entitled to a lunch break in accordance with the **Employment Standards Act** of Ontario.
- 21.05 Where an employee is required to travel from one work location to another, the employee shall be entitled to a thirty (30) minute uninterrupted, unscheduled lunch period as required by the **Employment Standards Act**.

Where an employee voluntarily applies for two assignments which require travel from one work location to another, the Employer shall not be required

to alter the assignments to accommodate this provision. In the event the assignments cannot accommodate a thirty (30) minute uninterrupted lunch period, the employee shall not be entitled to both assignments.

- 21.06 An employee working a full day shall be entitled to two (2) fifteen (15) minute rest periods per day or such other form of rest period that is mutually agreeable to the employee and the employee's supervisor.
- 21.07 An employee working a half day shall be entitled to one (1) fifteen (15) minute rest period per day.
- 21.08 The employer recognizes that employees may work flexible hours (altering starting and stopping times), such arrangements to be at the discretion of the Employer.
- 21.09 An employee's regularly scheduled hours of work shall not be amended without prior consultation and reasonable prior notice.
- 21.10 The work year for employees on a ten (10) month year shall normally begin five (5) days prior to the school year as approved by the Minister of Education in accordance with the Regulations and ending 30 June 2000 and 29 June 2001 respectively.
- 21.11 The work year for employees on a ten and one-half (10.5) month year shall normally begin five (5) days prior to the school year as approved by the Minister of Education in accordance with the Regulations and ending five (5) working days immediately following 30 June 2000 and 29 June 2001 respectively.
- 21.12 The work year for employees on an eleven (11) month year shall normally be the school year as approved by the Minister of Education in accordance with the Regulations plus one (1) month as determined by the Employer.
- 21.13 The work year for employees on a twelve (12) month year shall be 1 September to 31 August for any given year.

ARTICLE 22 **SALARY**

22.01 **Salary**

Employees will be paid according to the salary scale set out in Appendix "A" which forms an integral part of this Collective Agreement. Salaries shall be prorated in accordance with the work year.

22.02 An employee who works only a portion of the "work days" in the school year is entitled to be paid ~~the~~ the employee's salary in the proportion that the total number of "work days" worked bears **to** the whole number of "work days" in the school year.

22.03 **Method of Pay**

Employees shall be paid bi-weekly by direct deposit to the employee's credit in a 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 Ottawa-Carleton District School Board. The Employer will distribute records of earnings to each employee at his or her place of work.

22.04 **Increments**

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 date of hire in the position for the **period** of active service with the Employer.

- i) The annual increment date shall **not be changed** during the statutory period of an employee's *pregnancy/parental/adoption leave, secondment, federation leave, or workers' compensation leave*.
- ii) An employee, when promoted from one position **to** another position with a higher classification, shall be placed at the appropriate step on the salary scale which is at least equal **to**, or greater than their current salary. An employee shall be entitled to one increment if the promotion occurs within three (3) months **of** the employees increment date in **the** previous position.
- iii) An employee who, through the competition process, **voluntarily accepts** a position at a lower level than *the previous position held*, shall be assigned to the appropriate step on the **salary** scale **of the new position** which is closest to the employee's current **salary** but does **not reflect an** increase.

22.05 Regular employees who are assigned casual employment, shall while working **as** a casual employee within the same classification, receive an hourly rate of pay that is equal to the hourly rate of the salary currently **being** earned.

Regular employees **who** are assigned casual employment, shall while working as a casual employee within a different classification, receive an hourly rate of pay that is equal **to** the minimum hourly rate of the appropriate classification.

22.06 Acting Pay

Where an employee is directed by the Employer to temporarily assume the majority of the duties and responsibilities of another position with a higher maximum salary, for a period of at least twenty (20) consecutive working days, the employee shall be eligible to receive acting pay in accordance with the appropriate step on the salary scale of the new classification which provides for at least one (1) increment, retroactive to the first day of the assignment.

22.07 Related Experience

An employee hired with previous experience may be credited with one step on the salary scale for each year of related experience, as determined by the Employer, to a maximum of five (5) years. No newly hired employee shall be paid at a salary higher than that being paid to member of the incumbent staff in the same position where qualifications and experience are equal.

22.08 Correction of Errors

In the event of an error in salary, the Employer shall make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered. Where a correction of an error requires that an employee repay an amount in excess of \$200.00, a schedule of payment shall be determined by mutual consent of the Employer and the Employee.

22.09 Deductions

Employment Insurance premiums, Canada Pension and Income Tax deductions shall be made as prescribed by legislation. Pension deductions shall be made as prescribed by the Ontario Municipal Employees Retirement System/Ontario Teachers' Pension Plan.

22.10 At the request of the employee, an employee shall be issued a Record of Employment by the Employer.

ARTICLE 23 OVERTIME

23.01 Definition

Overtime is defined authorized work in excess of thirty-five (35) 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 this collective agreement;
- (b) "double time" is twice the straight time hourly rate of the employee as specified in this collective agreement.

23.02 Application

Approval of the immediate Supervisor is required prior to any overtime work being worked by the employee except where overtime is required to address an immediate safety issue. Except in extenuating circumstances, such approval shall be in writing.

Employees shall have the right to **refuse** overtime except where overtime is required to address a safety issue or legal obligation of the Employer. In such instances, overtime may be refused where reasonable notice has not **been** given or where necessary family arrangements cannot be made by the employee.

23.03 Compensation

- (a) Overtime shall be paid **at** the rate of time and one-half (1 1/2) the employee's straight time **rate** for those hours worked in excess of thirty-five (35) hours per week and at the rate of double the employee's straight time rate for all overtime hours worked **on** Sundays.
- (b) 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.
- (c) Overtime shall not be paid for overtime periods of **less** than one-half (1/2) hour per day.
- (d) Employees who are asked by their Principal/Manager/Supervisor to work beyond the normal scheduled year **or** day for evening **functions** such **as**, but **not** limited to, parent-teacher interviews, annual commencement or open houses shall **be** entitled to the applicable overtime rate for hours worked in excess of thirty-five (35) hours per week.
- (e) Employees may substitute time 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. If no

mutually agreeable time is designated within thirty (30) days of the time the overtime was earned, the employee shall be paid the appropriate rate.

- (f) A full-time employee who is called in and required to work outside the employee's regular working hours, shall be paid for a minimum of three (3) hours.
- (g) Where the employee is required to work overtime between 10:00 p.m. and 7:00 a.m. and the employee does not have access to a vehicle, taxi service to and/or from the employee's home shall be reimbursed by the Employer.
- (h) Employees who work overtime in excess of **four (4) hours** immediately following their work day shall receive a meal or a meal allowance of **\$10.00**.

ARTICLE 24 TRAVEL COMPENSATION

- 24.01 Employees who are authorized to use their own vehicles on Employer business shall be paid an allowance at the Board-wide rate per kilometre as approved by the Employer.

ARTICLE 25 INCLEMENT WEATHER

- 25.01 Procedure PR.563.HR (Inclement Weather), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE 26 PROFESSIONAL DEVELOPMENT

Professional Development Days

- 26.01 The Employer shall allow the Bargaining Unit to sponsor Employer approved functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employee's lunch period or following the regular working day and on Employer designated Professional Development Days.
- 26.02 Bargaining Unit employees may attend Union sponsored professional development activities on the system-wide Professional Development Day. If the professional development activity falls within the employee's regularly

scheduled work day, the Employer will pay the employees as if in continuing employment for such approved day(s).

Staff Development

- 26.03 Staff training and conferences are seen as an opportunity for professional growth and staff participation may be required. Overtime for travel or participation at such training or conferences will not be compensated if it occurs outside normal working hours.
- 26.04 Where the Employer requires and the employee agrees to take a course to upgrade or acquire new employment qualifications, such employee shall not lose regular pay or credits because of necessary absence from work due to participation in such course. The Employer shall pay the full cost of such course which is successfully completed by the employee.
- 26.05 An employee may apply for training and educational assistance in accordance with the Employer procedures, as may be established by the Employer and as amended from time to time.

ARTICLE 27 PROBATIONARY PERIOD

- 27.01 A newly hired employee shall be considered to be on probation for a period of six (6) consecutive months of employment. Where the employee is discharged for nondisciplinary reasons, the Employer agrees to give one (1) weeks notice, or pay in lieu, to the probationary employee.
- 27.02 Where a newly hired employee has been employed in a temporary position for a minimum of three (3) months in the twelve (12) month period prior to the date of hire, the period or periods of temporary employment shall accumulate for the purpose of reducing the probationary period by a maximum of one (1) month.
- 27.03 A probationary employee shall be added to the appropriate seniority list as of the first date of hire.

ARTICLE 28 DISCIPLINE AND DISCHARGE

- 28.01 No employee shall be demoted, disciplined or discharged without just cause.
- Notwithstanding any other provisions of the Collective Agreement, a probationary employee may be discharged for reasons less serious than a non-probationary employee.

- 28.02 The Employer shall hold a meeting with the employee in order to discipline or discharge that employee.
- 28.03 Where an employee is required to attend a meeting with the Employer or a representative of the Employer, the outcome of which may result in the imposition of discipline, suspension, or discharge, the employee shall be advised of their right to have a representative of the Bargaining Unit and/or Union at the meeting. The Board shall allow the employee reasonable time to arrange for the attendance of Bargaining Unit and/or Union representatives.
- 28.04 In the event an employee is disciplined or discharged by the Employer, such notice of discipline, suspension or discharge shall be in writing to the employee concerned within ten (10) days of the meeting. Such notice shall set forth the reasons for such discipline or discharge.
- 28.05 Where the employee authorizes, in writing, release of the notice of discipline, suspension or discharge, a copy shall be sent to the President of the Bargaining Unit.

ARTICLE 29 **SENIORITY**

- 29.01 (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 layoff) by the Employer and shall continue to accumulate seniority 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 of two (2) years;
 - iii) any authorized leave of absence without pay to a maximum of two (2) years;
 - iv) any period of Self-Funded Leave to a maximum of one (1) year;
 - v) any period of secondment to another organization authorized by the Employer; and
 - vi) any period of authorized federation leave.

- (b) **The Employer shall maintain a separate seniority list for term and casual employees.** For the purposes of this list seniority shall be determined by the date of the initial day worked by a **term** or casual employee.
- (c) Where a term Employee is subsequently hired to a regular position (with no break in service) the Employee's seniority shall commence on their most recent date of hire as a term employee.
- (d) Where seniority is equal, the ranking shall be determined by:
 - i) the date of the term or casual employees **first** day of work **as** established by the seniority list in (b) above;
 - ii) total non-continuous years of employment with the Employer;
 - iii) total consecutive years of employment with the Employer within the Bargaining Unit;
 - iv) in the event there **is** still a tie, selection by lot in the presence of the Bargaining Unit President or his/her designate.

29.02 A loss of seniority shall **be** deemed to have occurred if an Employee:

- i) resigns;
- ii) is discharged and is not reinstated by **reason** of the grievance and **arbitration** procedure; or
- iii) is no longer entitled to **be** recalled.

29.03 The seniority of an employee who is absent **due to** sickness or accident beyond **twenty-four (24)** months shall be maintained and the employee shall have the right to return to work upon recovery.

29.04 Notwithstanding the above, seniority shall accumulated during any absence for which the Employee receives Workplace Safety Insurance Board wage loss replacement.

29.05 A seniority list **shall** be maintained by the Employer and posted at each location before **15 February**. A copy of the list will be provided to the President of the Bargaining Unit five (**5**) days prior to the date of posting. Each employee shall have an opportunity to review the list and verify accumulated seniority. The seniority list will indicate the employee's seniority date, name, job classification, **work** location and employment status.

29.06 Employees requesting a correction to their seniority accumulation must do **so** in writing to the Human Resources Department before **15** March. The

seniority list may be changed at any time with the mutual consent of the Parties.

- 29.07 The Employer shall provide a written response to an employee requesting a correction to their seniority accumulation, with a copy to the President of the Bargaining Unit, within twenty (20) days from the date the written request was received.

ARTICLE 30 **LAYOFF AND RECALL**

30.01 **Definitions**

"**Surplus Employee**" shall mean an employee who has been displaced from their position through the staffing process, whose hours of work or work year has been reduced or whose position has been eliminated.

"**Layoff**" shall be defined as a termination of employment of an employee (other than that of a temporary nature, i.e. ten (10), ten and one-half (10.5) and eleven (11) month).

"**Job Classification**" shall mean the job title, salary level, employment status and months worked in a position covered by this Collective Agreement.

"**Employment Status**" shall mean full-time or part-time and shall include the number of months worked.

"**Lesser Position**" shall mean a position at a lower salary level or with a reduced number of months or hours worked or divided between two (2) or more locations.

30.02 **Surplus/Layoff Notices**

- (a) The Employer shall identify and produce a list of names of employees who have been identified as surplus or potentially surplus within twenty (20) working days of an Employer's decision which will impact on staffing. Surplus notices shall be issued in writing to surplus employees in reverse order of seniority within a work location based on their employment status.
- (b) A copy of the surplus list, along with an updated copy of the seniority list, shall be provided to the President of the Bargaining Unit at the same time as the information is provided to the appropriate Principal/Supervisor of surplus/layoff notices being issued.

- (c) A laid off employee shall (other than layoffs of a temporary nature, i.e. **ten** (10), ten and one-half (10.5) and eleven (11) months) be given written notice in accordance with the **Employment Standards Act** or one (1) month, whichever is greater. Where a surplus employee elects to be laid off the surplus notice period shall be deemed to be notice for the purposes of layoff.
- (d) The written notice of surplus or layoff shall be delivered personally by the **Principal/Manager** or designate. Should an employee be on a leave of absence, the written surplus/layoff notice and an updated seniority list shall be forwarded by registered mail/courier.
- (e) When it is determined by the Employer that an employee is no longer surplus or laid off, written notification of such shall be issued to the employee within **fifteen (15)** days of the date of determination.

30.03 **Rights and Conditions of Surplus Employees**

- (a) A surplus employee shall be contacted by a Human Resource representative in order to identify the position to which ~~the~~ employee will bump. The President of the Bargaining Unit shall be provided with the information given to surplus employees. Employees shall be deemed to have accepted the position unless they notify the Employer within twenty-four (**24**) hours that they have elected to be placed **on** lay-off.
- (b) A surplus employee shall have the right **to** displace the most junior employee, in accordance with Article 30.03 (c) with less seniority provided the surplus employee can do the job without formal training and is afforded a reasonable orientation **period**.
- (c) A senior regular full-time employee shall exercise bumping rights in the following sequence provided that they have the necessary qualifications, ability, knowledge and skill **to perform** the jobs available, and shall, within subsections(ii) to (v), bump in descending order of months worked based on the employment status of the **surplus** employee:
 - (i) a full-time employee in the same job classification, and if such **does** not exist;
 - (ii) a full-time employee at the same salary level, and if such does not exist;
 - (iii) a full-time employee in a lower salary level, and if such does not exist;

- (iv) one or more part-time employee(s) at the same salary level subject to scheduling requirements:
 - (v) one or more part-time employees(s) in a lower salary level subject to scheduling requirements.
- (d) A senior regular part-time employee shall exercise bumping rights in the following sequence provided that they have the necessary qualifications, ability, knowledge and skill to perform the jobs available, and shall, within subsections (ii) to (iii), bump in descending order of months worked based on the employment status of the surplus employee:
- (i) a part-time employee in the same job classification, and if such does not exist;
 - (ii) a part-time employee at the same salary level, and if such does not exist;
 - (iii) a part-time employee in a lower salary level.
- (e) Employees who exercise their bumping rights shall maintain their current increment dates.

30.04 The Employer shall consult with the Bargaining Unit prior to and during the implementation of the layoff and/or recall process.

30.05 Individuals who were full-time employees at one (1) location and who subsequently bump into more than one (1) location shall be eligible to claim mileage when travelling between the work locations and shall be entitled to a thirty (30) minute uninterrupted, unscheduled lunch period as outlined in Article 21.05 (Hours of Work)

30.06 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 based on the employee's length of continuous service as follows:

Period of Months

Service in Years

12
24

up to two (2) years
more than two (2) years

- (c) An employee who is recalled in accordance with this article shall be reinstated as though there had been no interruption in seniority.
- (d) Subject to Article 30.06 (a), no new regular employee shall be hired into the bargaining unit until all employees within the bargaining unit, who are on layoff have been given an opportunity to be recalled, subject to necessary qualifications, ability, knowledge and skill to perform the jobs available.
- (e) All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- (f) An employee shall have the right to refuse one (1) recall to a position at the same salary level and employment status.
- (g) Notice of recall shall be sent by registered mail to the last address recorded with the Employer by the employee and shall require 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 to have terminated all recall rights and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or **Employment Standards Act**.
- (h) Subject to Article 30.06 (f), an employees refusal to accept a recall to a position at their same salary level and employment status, will result in the termination of all recall rights and the laid off employee shall receive any severance payment to which he/she would normally be entitled in accordance with the Collective Agreement and/or **Employment Standards Act**.
- (i) 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**.
- (j) An employee on recall shall have the right to apply for and be offered a term position without losing recall rights. The employees recall period shall be extended by the period of the term assignment.

- 30.07 Where an employee elects to bump into a lower occupational classification, the employee's salary will be adjusted to the new level at the step which is equal or closest to the employee's current salary earned at the time of being declared surplus, provided this does not result in a reduction in pay and such employees will maintain their current increment date. If the employee's salary earned at the time of being declared surplus is higher than the maximum of the salary range of the lower classification, the employee's salary will be red-circled and frozen for a period of one (1) year from the effective date of assuming the lower occupational classification. If during this period, the employee's rate of salary in the new classification becomes equal to or exceeds the frozen rate, the new salary shall apply, and all further red-circling rights shall cease.
- 30.08 The Employer shall provide the President of the Bargaining Unit with a list of names, job classification, employment status and salary level of all employees placed on recall.
- 30.09 When a probationary employee is laid off and subsequently recalled, such employee shall be required to complete their probationary period.
- 30.10 Employees on layoff shall be entitled to continuing participation in the benefit plans 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 31 **JOB VACANCIES**

31.01 **Definitions**

"First consideration" shall mean that qualified Bargaining Unit applicants are to be screened, interviewed and selected in accordance with this Article.

- 31.02 (a) Where there is a vacancy in the bargaining unit that is known to last for more than three (3) months, such vacancy shall be posted in all work locations for at least seven (7) working days prior to the closing date of the competition.
- (b) First consideration shall be given to applications received from bargaining unit members who are regular employees or a person subject to layoff and recall. At least the three (3) most senior applicants who hold the necessary qualifications will be interviewed for each vacancy.

- (c) After all applications from regular full-time and part-time employees and/or persons subject to layoff and recall have been considered in accordance with Article 31.02 (b), applications will then be considered in the following order:
 - i) term and casual employees within the bargaining unit;
 - ii) external candidates.
- (d) In the event no applications have been received from bargaining unit members, the vacancy shall during the bumping process be offered to surplus employees, in order of seniority, provided that they have the necessary qualifications, ability, knowledge and skill to perform the job, prior to considering applications from external candidates.
- (e) Where there are employees on the recall list, vacant positions shall be posted in accordance with this Article, except that vacancies resulting from the filling of the initial posting shall be filled in accordance with the recall provisions in Article 30.

31.03 Job postings shall normally reflect the job description and contain the following information: nature of position; qualifications; required knowledge and education, hours of work, salary range and initial location.

31.04 In selecting a candidate to fill a position, which the employer intends to fill in the bargaining unit, the Employer shall consider:

- (1) skill, ability, qualifications and experience required by the position
- (2) seniority

Where the factors in (1) are relatively equal, in the judgment of the Employer, then factor (2) shall govern.

Where factor (2) is utilized, seniority shall be measured in accordance with Article 29 (Seniority) of this Collective Agreement.

31.05 Should the successful candidate vacate the position within six (6) months, the Employer shall not be required to post the position for competition. The Employer shall offer the position in ranking order to other qualified candidate(s) who were interviewed for the competition.

31.06 When it is not known whether or not a position will be vacant for more than three (3) months, the vacant position may be filled on an acting pay basis by qualified employees within the work location by position seniority.

- 31.07 Subject to the layoff and recall provisions of this Collective Agreement. **where** a regular employee is selected to fill a full-time or part-time vacancy on a **term** basis, the employee shall **be** entitled to return to the position previously occupied, upon the expiration of the **term** assignment.
- 31.08 **In** order to implement the staffing provisions, the Employer may place a casual employee in a vacant or newly created position pending staffing of the position in accordance with this Article.
- 31.09 When the **status** of a position changes from that of term to a regular vacancy, the position shall be posted or re-posted for competition. Where the term incumbent is the sole applicant for the competition, the term employee may be confirmed in the position.
- 31.10 **An** employee shall be de-briefed by a member of the Selection Committee **upon** request of the employee.
- 31.11 **Night School, Summer School and Weekend Programs**

Bargaining Unit members shall be given first consideration for office, clerical and technical positions in the night school, summer school and weekend programs offered by Continuing Education.

Notwithstanding the above, the current incumbents shall be entitled to remain in the position. In the event the incumbent relinquishes the position, the position shall be **reposted**.

ARTICLE 32 **EXCHANGES**

- 32.01 Upon the mutual consent of the employees and the Employer, employees may exchange positions within the Bargaining Unit at the same salary level and the same regularly scheduled weekly hours for **a term** of up to one (1) year. An exchange may **be** extended for one (1) year by mutual consent of the employees affected and subject to the Employer's approval.
- 32.02 Employees who exchange positions shall **be considered as staff** members of their original position. **At** the end of the term, the employees involved will:
- (a) revert to their original position, or
 - (b) make **the** exchange permanent upon written application by the employees affected subject to the approval of the Employer.

- 32.03** In the event one of the positions becomes vacant within the term, the other employee shall revert to the position held prior to the exchange and the vacant position shall be **staff** in accordance with Article 31.
- 32.04** Employees wishing **to** be considered for an exchange shall file a written request to **the** Human Resources Department.

ARTICLE 33 **JOB SHARING**

- 33.01** **The** Employer **agrees** that two (2) full-time employees, neither of whom are identified as being laid off, may choose to share a single full-time position provided the following requirements are met:
- (a) The application shall be made to the Superintendent of Human Resources at least two (2) months prior to entering the plan. The proposed sharing arrangement shall be considered only upon written recommendation of **the** Principal(s)/Supervisors involved, and the Superintendent or designate shall be assured to his/her satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position.
 - (b) At the time of granting the leave, agreement in writing shall be reached on ~~the~~ date of return to full-time assignments. The date may be extended by mutual agreement between the employees and the Employer.
 - (c) The total salary paid shall not exceed the maximum rate for the classification level of the position and each job sharing partner shall receive an amount pro-rated to the percentage of the time worked.
 - (d) Credited experience shall continue as though the Employee(s) were working full-time. The entitlement to sick leave, vacation leave, and holiday pay shall be prorated to the time worked **by** the Employee.
 - (e) **The** job sharing agreement shall not represent a promotion for either Employee.
 - (f) In the event either employee participating in a **job** sharing arrangement is declared **surplus** or laid **off**, the job share shall be discontinued and 33.01 (g) and 33.01 (h) shall apply prior to the layoff **and** recall provisions being implemented.

- (g) Subject to the Layoff and Recall provisions of this Collective Agreement, the employee holding the position which was shared shall have the right to be returned to that position.
- (h) Subject to the Layoff and Recall provisions of this Collective Agreement, the employee who transfers from one (1) position to the shared position shall have the right to be returned to the original position for a period of up to two (2) years.

ARTICLE 34 GRIEVANCE ARBITRATION PROCEDURE

34.01 An employee shall have the right to have a representative from OSSTF present to assist the employee at any stage of *this* grievance and arbitration procedure.

34.02 Definitions

- (a) A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- (b) The Parties to any grievance or arbitration under this provision shall be defined as:
 - i) the Bargaining Unit
 - ii) the Board
- (c) For the purpose of this Article, the definition of day shall be the normal days worked by a member.

34.03 Informal Stage

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 immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the employee, may submit a grievance as provided herein.

34.04 Dismissal Grievance

A grievance dealing with the dismissal of an employee, subject to Article 28 (Discipline and Discharge), may be submitted directly to Step 2 of the

grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

34.05 Individual Grievance

Step 1

A grievance(s) shall be submitted in writing, signed by an authorized Bargaining Unit representative, to the Superintendent of Human Resources or designate within twenty (20) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name of the grievor, the facts of the grievance, including the date(s) on which the alleged incident(s) occurred, the provisions of the Collective Agreement alleged to have been violated, and the remedy(ies) or relief being sought. The Superintendent of Human Resources or designate shall respond to the grievance in writing within ten (10) days of the receipt of the grievance.

34.06 Step 2

Failing settlement at Step 1, the Bargaining Unit may submit the grievance, in writing, to the Director of Education within ten (10) days of the receipt of the response from the superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will take place with the committee of management representing the Director of Education. A written response will be provided to the Bargaining Unit from the Director of Education or designate within five (5) days of the meeting. At the option of the Bargaining Unit, the requirement to hold a meeting may be waived, in which case the written response will be provided within five (5) days.

34.07 Step 3

Failing settlement at Step 2, the Bargaining Unit may submit the grievance to arbitration within ten (10) days of receipt of the response, in accordance with the provisions outlined below.

34.08 Policy Grievance

The Bargaining Unit and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement which affects a group of employees or the entire membership. A policy grievance shall proceed directly to Step 2 to the Bargaining Unit or the Director of Education, as applicable.

34.09 **Grievance Mediation**

Nothing in this Article precludes the Parties from mutually agreeing to mediation at any stage of the grievance procedure, in which case the timelines shall be suspended pending the outcome of the mediation. The agreement of the Parties to refer a matter to mediation shall be made in writing and stipulate the name of the person who will act as mediator and the timeline for the mediation to occur.

Each of the Parties shall share equally the expenses of the appointed mediator.

34.10 **Arbitration**

A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted to arbitration pursuant to the Ontario **Labour Relations Act**, within ten (10) days of receipt of the response at Step 2. The notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall, within fifteen (15) days of appointment of the second of them, appoint a third person who shall be Chairman. If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

34.11 Each of the Parties shall bear the expense of its own appointee to the Arbitration Board and one-half (1/2) 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.

34.12 The Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.

34.13 The Parties may, by mutual agreement, refer a grievance to a single arbitrator to act in place of and with the powers of an Arbitration Board. In the event the Parties cannot agree on the selection of the single arbitrator, the Parties will submit a joint request to the Ministry of Labour to make an appointment. In this case the Parties shall be equally responsible to pay the fees and expenses of the single arbitrator.

34.14 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the Parties.

- (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 the Party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the Parties), the grievance shall be deemed to have been abandoned.
- (d) If at any stage of the grievance arbitration procedure the Party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the Parties), the Party submitting the grievance may proceed directly to the next step in the procedure.
- (e) Where the grievor is required to attend at a meeting at any stage of the grievance procedure, including arbitration, it shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.
- (f) No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of the Arbitration Board or shall be appointed as a single arbitrator.

ARTICLE 35 MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS

- 35.01 The Employer shall pay membership fees in professional organizations for employees who are required by legislation to maintain membership in a professional association in order to perform the duties of their position.

ARTICLE 36 HARASSMENT

- 36.01 Procedure PR.541.HR (Alleged Harassment/Abuse of Employee), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE 37 HEALTH AND SAFETY

- 37.01 The Parties recognize that the Joint Health and Safety Committee, as established by the Employer, is governed by the Occupational Health and Safety Act and Regulations.

The Parties further recognize Educational Support Professionals Bargaining Unit representation on this committee. While alleged violations of the Occupational Health and Safety Act and Regulations will not be grievable under this Agreement, an employee shall have the right to pursue alleged violations in accordance with the legislation. The Parties will co-operate to facilitate any required corrective measures as provided for by the Act.

ARTICLE 38 **ADMINISTERING MEDICATION/FIRST AID**

- 38.01 The Employer agrees to make available periodic and/or special training for the administration of medication and/or first aid.
- 38.02 The Administering Medication to Students, Procedure PR.547.SCO, as established by the Employer and as amended from time to time shall apply to all employees covered by this Agreement.

ARTICLE 39 **TECHNOLOGICAL CHANGES**

- 39.01 The Employer agrees to discuss major technological changes with the Bargaining Unit through the Labour Management Committee at least two (2) months prior to the implementation of the proposed changes.
- 39.02 Where the Employer requires an employee to take an Employer approved training course resulting from technological changes or organizational restructuring, outside the employee's normal working hours, the applicable provisions of this collective agreement shall apply.

ARTICLE 40 **HUMAN RESOURCES FILE**

- 40.01 An employee shall have access during normal business hours, or such other time as may be arranged, to the Human Resources file that relates to the employee. Such access shall be granted upon reasonable prior notice and in the presence of a Human Resources Officer or other person(s) designated by the Director of Education.
- 40.02 An employee shall receive a copy of any documentation placed in his/her Human Resources file which may raise an issue of concern with respect to performance or be detrimental to the employee.
- 40.03 An employee shall have the right to respond in writing to any document contained in or to be placed in the employee's Human Resources file. The

written response by the employee shall become part of the employee's Human Resources file.

- 40.04** An employee shall have the right to place any relevant documents in the employee's Human Resources file which has been omitted.
- 40.05** information in an employee's Human Resources file shall be treated as confidential. Access to and disclosure of any personal information on an employee shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- 40.06** 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 immediately notified that this information has been requested and has been or will be provided.
- 40.07** Where an employee authorizes, in writing, access to the employee's Human Resources file by another person acting on the employee's behalf, the Employer shall provide such access, in accordance with Article 40.01,

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES, AS OF THIS DAY OF APRIL 2000, IN THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON.


THE
OTTAWA-CARLETON DISTRICT SCHOOL BOARD



Chairperson of the Board



Chairman of the Human Resources Committee




Director of Education



Superintendent of Human Resources/
Business and Learning Technologies

THE
EDUCATIONAL SUPPORT PROFESSIONALS
(OSSTF DISTRICT 25)



President, Educational Support Professionals



Vice President,
Educational Support Professionals



Chief Negotiator
Educational Support Professionals

1820

APPENDIX "A"

SALARY SCHEDULE NO. CLASSIFICATIONS

Salary Schedule

Effective 1 September 1999

BR

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	19,175	19,973	20,805	21,672	22,575	23,516	24,495
Level 3	22,155	23,079	24,038	25,042	26,086	27,171	28,304
Level 4	23,844	24,838	25,873	26,951	28,072	29,243	30,461
Level 5	27,719	28,875	30,076	31,329	32,636	33,995	35,412
Level 6	29,905	31,151	32,448	33,801	35,209	36,675	38,205
Level 7	33,361	34,809	36,320	37,878	39,522	41,237	43,027
Level 8	37,373	38,999	40,697	42,467	44,315	46,244	48,256
Level 9	41,999	43,822	45,724	47,709	49,780	51,941	54,196
Level 10	47,410	49,468	51,615	53,855	56,193	58,632	61,177

Allowances: Team Leader \$1,000.00

Casual Employees: \$10.00 per hour + 4% vacation pay effective as of the date of the ratification of this agreement

Term Employees shall be paid at Step 1 of the Salary Schedule Level for the position **being** filled.

Job Classifications

Level 2	Records Clerk Shipper/Receiver Mail and Courier Assistant
Level 3	Office Assistant (Psychology) Media Assistant (Laminating/Reproduction) Office Assistant (Social Services) Media Assistant Office Assistant (A. & S.) Media Assistant (Booking) Media Assistant (Kits) Office Assistant (Maintenance) Receptionist (HR) Office Assistant (Continuing Education) Office Assistant (Plant) Finance Assistants Corporate Records Micrographics Clerk
Level 4	Mail and Courier Administrator Office Assistant Family Reception Centre Secretary (SLP) Secretary (H&S) Office Assistant (Staff Development) Audio Visual Repair Technicians Office Assistant (Continuing Ed.) Office Assistant (ECCA) Secretary (Plant) Administrative Clerk (Design, Construction & Maintenance) Secretary of Trustees Office Assistant Athletics Program Office Assistant IV Office Assistant (Alternate Program) Office Assistant (Guidance & Career Education Centre) Office Assistant (Adult Program) Brailist Office Assistant (Credit) Office Assistant (ESL/Linc/LBS) Office Assistant (Community Use of Schools) Switchboard Operator/Receptionist Administrative Clerk Secondary School Office Assistant

	Office Assistant
	Finance Administrator 4
	Boundary Clerk
	Laboratory Assistant
	Elementary School Office Assistant
Level 5	Systems & Information Assistant
	Multi Media Technologist
	Secretary (Multi Media Tech)
	Secretary, Communications and Information Services Dept.
	Secretary Planning
	Secretary (Quality Assurance)
	Transportation Assistant
	Secretary to Manager/Comptroller of Finance
	Community Outreach Officer
	Secretary, Business & Learning Technologies
	Library Technician
	Library Technician (Cataloguing)
	Guidance Services Assistant
	Assistant Payroll Administrator
	Corporate Records Classifier/Coder
	Finance Administrator 5
	Hotline Support Assistant
	Secretary (Special Education)
	Secretary (Staff Development)
	Print Shop Operator •
	Programmer
	Secretary (Custodial Services)
	Secretary (Program)
	Technical Assistants
	Human Resources Assistant
	Data Bank Administrator
Level 6	Logistics Assistant
	Secretary (Psychology)
	Benefits Assistant
	Research Analyst
	Instructional Support Services Technicians (ISST)
	Assistant Secondary School Office Administrator
	Absence Administrator
	RFP/Tender Assistant
	Salary Administrator
	Health and Safety Technician
	Word Processing Operator *
	Alternate School Program Secretary

	Secretary 6 • Adult High School WSIB Administrator Business and Learning Technologies Technician Application Support Specialists Outdoor Education Instructor Payroll Administrator Planning Technicians Buyer Technician, Design & Construction Payroll Officer
Level 7	Supervisor, Media Operations Budget Administrator System Support Administrator Office Administrator (Continuing Education) Assistant Payroll Supervisor Graphic Designer Library Supervisor Database Coordinator Elementary School Office Administrator Secondary School Office Administrator Admissions & Enrolment Administrator Research and Planning Analyst Y2K Officer
Level 8	Supervisor (ESL, LINC, LBS, Adaptive Learning) Project Coordinator (Architectural and Electrical) Coordinator of Marketing Child Care Coordinator Student Counsellor Maintenance Repair & Operation Administrator Librarian Registrar Network Analyst Programmer Analyst Coordinator, Outdoor Education Centres Coordinator of Training & Software Support Coordinator of Student Systems Energy Conservation Technologist Staff Development Coordinators Assessors Supervisor of Maintenance & Custodial Services (MacSkimming)
Level 9	Senior Librarian Coordinator of Communications

Coordinator of Voice/Data Communications
Engineering Technologist
Supervisor of Customer Support
Planner
Research Officer
Supervisor of Accounting
Supervisor of Day Interest
Supervisor of Extra-Curricular Creative Arts Programmes
System Support Analyst
Technical Coordinator
Material and Services Administrator

Level 10

Continuing Education Officer
Manager of Quality Assurance
Transportation Coordinator

Implementation of Salary Grid

1. **All** salaries as outlined Appendix "A" will take effect on 1 September 1999 and will be implemented with retroactive payment no later than 12 May 2000.
2. (a) All employees will first **be** placed at the appropriate **step** of the salary grid which represents their current annual salary. In determining the appropriate salary step, the employee will be placed at a step which is comparable and does not represent a decrease in their current annual salary. Following determination of initial placement on the grid, each employee shall be credited with one additional step on that level of that grid.

Notwithstanding the foregoing, no employee will be placed **at** a higher step on the grid than that which represents his/her actual experience in the position **as** credited by collective agreements with the predecessor boards (i.e. Ottawa Board of Education and Carleton Board of Education).

For employees who currently receive the bilingual allowance as provided for in the ESSU Collective Agreement, initial placement at the appropriate step of the new salary grid will be based on the combined amount **of** their current salary and the allowance.

- (b) Effective 1 September 2000 all employees placed on the grid in accordance with 2 (a) who are **not** at maximum on the grid will be credited with an additional step on their level of that grid.

Notwithstanding the foregoing, **no** employee will be placed at a higher step **on** the grid than that which represents his/her actual experience in the position as credited by collective agreements with the predecessor boards (i.e. Ottawa Board of Education and Carleton Board of Education).

- (c) Effective 31 August 2001 **all** employees placed on the grid **in** accordance with 2 (a) above and credited in accordance with 2 (b) above who are not at maximum on the grid will **be** placed at

the appropriate step on the salary grid which recognizes their actual experience in the position.

Notwithstanding the foregoing, no employee will be placed at a higher step on the grid than that which represents his/her actual experience in the position as credited by collective agreements with the predecessor boards (i.e. Ottawa Board of Education and Carleton Board of Education).

3. Notwithstanding the above, where the annual salary of the appropriate salary grid is less than an employee's current salary, the employee's salary will be red-circled for as long as the employee remains in his/her current position or until the rate of pay for the position equals or exceeds that which the employee is receiving as of the date of ratification of this agreement.
4. Following placement on the appropriate salary grid in accordance with 2 (a) above, an employee not at the maximum shall receive the next increment on his/her anniversary date of hire and each year thereafter, subject to satisfactory performance, until the maximum of the salary grid has been reached.

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: **Responsibility Allowances**

The employer may determine that employees receive the following responsibility allowance:

Team Leader - An employee designated by the Employer as a Team Leader shall receive a responsibility allowance of \$1,000 annually prorated for less than twelve (12) month positions or for part-time employees.


Skills Shortage Allowance - The Parties agree that, as a result of market conditions, the following schedule of allowances will be provided for by the Employer. The Parties further agree that Sections 8 (1) e) and 8 (2) of the **Pay Equity Act** have been met. Furthermore, if there is a complaint which is supported by a Review Officer, the Parties agree that the excluded positions will be placed on the salary schedules at the determined levels.

Positions: Programmer (Business and Learning Technologies)
Programmer Analyst (Business and Learning Technologies)


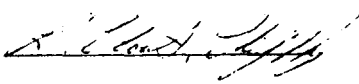
Skill shortage allowance for the above-noted positions shall consist of the appropriate level and grid step as identified in Appendix "A" plus fifteen percent (15%) annual allowance.

Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000.

For the
Ottawa-Carleton District School Board



For the
Educational Support Professionals

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And


OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)


Re: **Employment Insurance Premium**

The Employment Insurance premium rebate normally paid to employees shall be retained by the Employer for the term of the collective agreement.


Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000

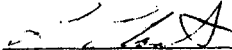
For the
Ottawa-Carleton District School Board





For the
Educational Support Professionals





LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And


OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: **Service Gratuity**

For the 1999-2000 work year, any former Carleton Board of Education employees on staff as of the date of ratification of the agreement, 24 January 2000, who were entitled to the Service Gratuity provision as set out in Article 12.01 of the 8 March 1997 to 31 August 1998 Collective Agreement between the Carleton Board of Education and the OSSTF (Carleton Administration Support Certified Employees' Association) or as set out in Article 11.01 of the 1 January 1996 to 30 June 1997 Collective Agreement between the Carleton Board of Education and the OSSTF (Technicians Unit) shall continue to be entitled to these provisions until 31 August 2000. Any employee who accesses this gratuity cannot also access the Retirement Gratuity provision as set out in Article 18 of this Collective Agreement.

Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000.


For the
Ottawa-Carleton District School Board





For the
Educational Support Professionals





LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: Joint Benefits Committee

The Parties agree to establish a joint committee, comprised of three (3) representatives of the Employer and three (3) representatives of the Union, including provincial representation. The purpose of the Committee shall be to identify and implement changes to the common benefits plan which will reduce the Employer's annual costs by \$200,000, which is the cost required to develop and implement a common LTD plan for all eligible full-time and part-time members of the bargaining unit. Any cost associated with providing a common LTD plan which exceeds the annual savings associated with the changes to the benefits plans identified by the Committee shall be borne by the employees.


The Committee, at the request of the representatives of either Party, will contact Jacqueline McVeigh, Ministry of Labour, to assist the Parties to reach agreement on the changes to the common benefits plan and/or the terms of the common LTD plan. All costs associated with Ms. McVeigh's services shall be shared equally between the OSSTF and the Employer.


In the event the Committee is unable to agree on all the changes to the benefits plan required to achieve the \$200,000 annual savings by 10 March 2000, it is agreed that the benefits article and the existing LTD provisions shall be maintained for the balance of the term of this Collective Agreement.

The changes to the benefits plan and the LTD plan shall be implemented effective 1 September 2000.


Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000.


For the
Ottawa-Carleton District School Board





For the
Educational Support Professionals





LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And


OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)


Re: **Retirement**

For the 1999-2000 work year, any former Carleton Board of Education employees on **staff** as of the date of ratification of the agreement, 24 January 2000, who **were** entitled to the Retirement provision as set out in Article 31.01 of the 8 March 1997 to 31 August 1998 Collective Agreement between the Carleton Board of Education and the OSSTF (Carleton Administration Support Certified Employees' Association) shall continue to be entitled to this provision until 31 August 2000.


Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000.

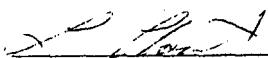
For the
Ottawa-Carleton District School Board





For the
Educational Support Professionals





LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: **Joint Benefits Committee Amendments**

1. Effective 1 September 2000 Article 10 (Health Insurance and Benefits) shall be amended as follows:

Routine services under the Dental Care Plan shall be reimbursed at 90%.

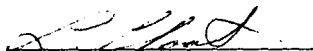
2. Effective 1 September 2000, the Employer shall provide to all eligible full-time and part-time employees a Long Term Disability Plan with the Employer paying all premiums not exceeding 1.513% of the annual payroll for these employees. Any increase in premiums over this amount shall be paid by the employees. The amount of monthly LTD benefit shall be not less than 60% of pre-disability annual salary, paid on a monthly basis, up to a maximum of \$5,500 per month.

Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000.

For the
Ottawa-Carleton District **School Board**



For the
Educational Support Professionals



LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

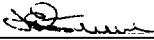
OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: **Job Security**

Any former ESSU employees, who were entitled to the Layoff Procedures as set out in Article 11.01 of the 1 April 1996 to 31 August 1998 Collective Agreement between the Ottawa Board of Education and the OSSTF (Educational Support Staff (ESS) Bargaining Unit and are on staff as of the date of ratification of this Collective Agreement shall continue to be entitled to this provision until 31 August 2001.

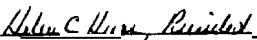
Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000.

For the
Ottawa-Carleton District School Board





For the
Educational Support Professionals





LETTER OF UNDERSTANDRUG

Between

THE OTTAWA-CARLETON ~~DISTRICT~~ SCHOOL BOARD

And

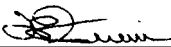
OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: School Office Staffing Formula

The Employer agrees **not** to amend the school office staffing formula in such a manner that would create other than seventeen and one-half (17.5) hour or thirty-five (35) hour employees

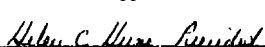
Signed in the Regional Municipality of Ottawa-Carleton this day of April 2000.

For the
Ottawa-Carleton District School Board





For the
Educational Support Professionals





LETTERS OF INTENT

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: **Vacation Allocation**

The Parties agree that former Ottawa Board of Education employees **who** earned more than twenty-five **(25)** days vacation leave as of **31** August 1999, shall have the current allocation frozen and shall continue to accumulate the same number of days.

Re: **Signing Bonus**

The Parties agree that, as soon **as** possible, following final ratification of the Collective Agreement, **a** lump sum payment of **\$300** shall **be added to the** salary cheque for each member of the bargaining unit **on** staff as of the date of final ratification of this agreement whose salary has not been increased by the Collective Agreement.

MEMORANDUM OF AGREEMENT

between

The Ottawa-Carleton District School Board

and

The Ontario Secondary School Teachers' Federation (District 25)
Educational Support Professionals Bargaining Unit

In accordance with Article 2.02 of the current Collective Agreement, the parties agree to the following

LETTER OF UNDERSTANDING

To amend the provisions of Article 30 - Layoff and Recall as follows:

1. Article 30.03 of the Collective Agreement shall be amended to provide that where an employee's hours of work or work year has been reduced, the employee shall have the right to elect to retain the position at the reduced employment status without competing for the position, or to displace a more junior employee in accordance with Article 30.03 (c).

Where an employee elects to retain the position they shall be deemed to have reduced their employment status on a permanent basis and shall be subject to the terms and conditions of that employment status in accordance with the Collective Agreement.

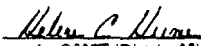
2. Notwithstanding the above, where an employee voluntarily reduces their status as a result of a change in hours of work or work year, and the position reduced is subsequently increased, the employee shall have the right to increase their status at the same location to the extent that an employee may not increase beyond their original status.

The parties further agree to the following provisions:

3. The requirements under Article 30.02 (e) of the Collective Agreement shall be waived by the parties for the purposes of staffing for the 2000-2001 school year only.
4. The requirement under Article 30.03 (a) of the Collective Agreement shall apply to surplus employees who elect to reduce their employment status as per 1. above.
5. Where an employee elects to retain their current position following a change in hours of work or work year and where the employee is otherwise entitled to the provisions of the Letter of Understanding - Job Protection the employee shall retain the rights provided for under the Letter of Understanding until 31 August 2001.

Dated in the Regional Municipality of Ottawa-Carleton this 4th day of May, 2000.


For the Ottawa-Carleton District School Board


For the OSSTF (District 25) - Educational Support Professionals Bargaining Unit

Please contact the following for any **specific** information you may require **concerning this** Collective Agreement.

OCDSB

Human **Resources** Department
133 Greenbank Road
Nepean, Ontario K2H 6L3

Human Resources Officer (Admin. & Support)
Human Resources Officer (Benefits)
Payroll Administrator

ext. **8249**
ext. **8388**
ext. **8357**

OSSTF District 25 - Educational Support Professionals Bargaining Unit

Suite **610, 1565** Carling Ave.
Ottawa, Ontario
K1Z 8R1

729-7211
729-8565 (Fax)

Helene Hume, President
Lynda Cloutier, Chief Negotiator

ext. **306**
ext. **301**

OSSTF Provincial Office

Pensions and **Benefits**
Long Term Disability

Gerald Armstrong
Wayne Cushman

1 800 267-7867

FILE No. 801 0746		
CERT. FILE		
CERT. DATE		
MALE EMPS		
FMLE EMPS		
TOTAL EMPS 990		
EFF. DATE 01-SEP-99		
EXP. DATE 31-AUG-2001		
CODING CONTROL	DATE	CODER
IDENT CODED		
SUB. PROVS CODED		