



OTTAWA-CARLETON
DISTRICT SCHOOL BOARD

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
(Hereinafter called "THE EMPLOYER")

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION**
(Hereinafter called "THE UNION")

Comprising Members of

**OSSTF (District 25) EDUCATIONAL SUPPORT
PROFESSIONALS**

EFFECTIVE 1 SEPTEMBER 2008 TO 31 AUGUST 2012

EDUCATIONAL SUPPORT PROFESSIONALS

ESP/OSSTF (District 25)

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Vice-President
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OSSTF Provincial Office

1 800 267-7867

OMERS Pension Plan

1-800-387-0813

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

OCDSB Office

596-8211

Human Resources
(Administrative and Support Staff)

ext. 8248

Labour Relations

ext. 8232

Payroll

ext. 8448

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ARTICLE 1 PURPOSE

- 1.01 It is the purpose of this agreement to:
- i) Set forth within this agreement terms and conditions of employment together with rates of pay, benefits, working conditions and other related provisions mutually agreed upon by the parties;
 - ii) Establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF) District 25, Educational Support Professionals Bargaining Unit.
 - iii) Provide for procedures for the prompt disposition of all matters in dispute between the parties.

ARTICLE 2 TERM OF AGREEMENT

- 2.01 This agreement shall be in effect from 1 September 2008 and shall remain in effect until 31 August 2012 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 the Ontario Labour Relations Act, 1995.
- 2.02 Notwithstanding the period of notice cited in Article 2.01, either party may notify the other, in writing within the period commencing one hundred and twenty (120) calendar days prior to the expiration date, that it desires to renew the Agreement with or without modification, in accordance with the Labour Relations Act, 1995.
- 2.03 If either party gives notice of its desire to renew the Agreement in accordance with Article 2.01 or Article 2.02, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the agreement in accordance with the Labour Relations Act, 1995.
- 2.04 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.
- 2.05 Where legislative changes are made which directly affect any provision 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; Manager - Quality Assurance, Absence Administrator, 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.
- 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 President of the Bargaining Unit 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. The Bargaining Unit will provide any objection at the next Labour Management meeting, or if no meeting is scheduled, within 30 days of receipt of the revised job description.
- 3.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any 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.

4.03 In the event of a strike by other Employees of the Board, the parties agree that:

Employees in this bargaining unit shall only be required to perform their normal and regular duties including incidental duties associated with their position.

ARTICLE 5 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 be members of the Union. All newly hired employees shall, as a condition of employment, become members of OSSTF as of the first day of employment.

All employees covered by this Collective Agreement shall as a condition of employment, pay union dues.

Nothing in this provision shall require the Employer to discharge an employee.

- 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 (a) 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.
- (b) For the purposes of remitting fees the Employer shall provide the Union with the employee's name, work location, social insurance number, pay period, salary, and amount of dues deducted. A copy of the 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 (a) The OSSTF dues deducted in Article 7.04 shall be remitted to the Union, c/o The Treasurer, OSSTF, District 25 no later than the fifteenth (15th) day of the month following the month which the deductions were made.
- (b) For the purposes of remitting fees the Employer shall provide the Union with the employee's name, work location, social insurance number, pay period, salary, and amount of dues deducted. A copy of the 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 Unit on the date upon which notification was issued to the employees. In addition, the Employer agrees to provide a copy of the casual replacement list and a copy of any non-confidential system-wide memoranda issued by the Employer which relates to any provisions covered by this Agreement. All such notifications shall be sent electronically. When a hard copy is sent to an employee, a hard copy shall be forwarded to the Bargaining Unit.
- 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. Where it is not possible to provide five (5) days notice, the appropriate arrangements will be made by the Employer on behalf of the members of the Bargaining Unit's Negotiating Committee.

- (b) The Labour-Management Committee, consisting of not more than three (3) members of the Bargaining Unit, for the purpose of improving communications between 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 ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.

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 filling 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
Definitions	Human Resources File
Liability Insurance	Criminal Background Checks
Public Holidays	

- 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 leave period.

A term employee shall also mean an employee who is hired for a special project of not less than six (6) months nor exceeding twenty-four (24) months. Where a special project is extended beyond twenty-four months, the assignment may be extended by mutual agreement.

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

Purpose	Hours of Work
Term of Agreement	Salary
Recognition	Overtime
Strike and Lockout	Travel Compensation
No Discrimination	Inclement Weather
Management Rights	Professional Development
Union Security	Probationary Period
Union Representation	Seniority
Definitions	Job Vacancies
Benefits	Grievance/Arbitration

Liability Insurance	Harassment
Sick Leave	Health & Safety
Leave of Absence with Pay	Administering Medication/First Aid
Pregnancy/Parental/Adoption Leave	Human Resources File
Federation Leave	Employee Accommodation
Vacation with Pay	Criminal Background Checks
Public Holidays	

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 July 2005 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 every two years (effective 01 September 2010 - \$450 every two years inclusive of a \$100 eye exam), ManuAssist (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. (Effective 01 September 2010 - Current year ODA)

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

The parties agree to establish an OSSTF Support Staff Committee in September 2009 to discuss enhancements and/or amendments to the existing benefit plans to apply the remaining portion of the Bargaining Unit's share of the funds identified in the August 18, 2008 B:10 Memorandum.

To assist this process, the Board shall provide the OSSTF ESP Bargaining Unit with benefit and costing information to inform decision making on improvements to benefits. The nature of the disclosure will be similar to, but not limited to, the information provided by Boards in a public procurement process.

- (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.

For residents of Quebec, the Employer will provide a pregnancy/adoption leave EI SEB Plan for the first two weeks of leave in the amount of a top-up to ninety-five percent (95%) of the employee's salary. Commencing with the third week of leave, employees granted pregnancy/adoption leave shall be entitled to receive a fifteen (15) week benefit of \$75.00 per week.

The employee shall provide the Employer with the relevant information from Quebec EI to determine the amount of top-up to 95% of the employee's salary.

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

10.02 Effective July 1, 2005 the Employer shall contribute 90% 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

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

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

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.

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

Upon receipt of a written request, the Employer will provide the Bargaining Unit with relevant membership information and all portions of insurance policies relevant to its membership as well as a meeting to discuss such information.

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.

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) A regular employee shall be entitled to accumulate sick leave credits at the rate of two (2) days per month worked. Sick leave shall be prorated for part-time employees.
- (b) In order to earn sick leave credits for a month, the employee must have worked or have been paid for at least one-half (1/2) the available working days in that month.
- (c) Such sick leave days shall be credited to the employee's sick leave account on 1 September each year, unless the employee is on leave, in which case, the number of sick days based on the balance of the year following the employee's return shall be prorated as required and credited to the employee's account on the first day of return.
- 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 hundred 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.

12.05 Administration of Sick Leave Plan

- (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. The cost of the certificate shall be borne by the Employer.

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. Sick leave shall be prorated accordingly for part-time term employees. A term employee must work at least half the available 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.

Notwithstanding the above paragraph, where a term employee is hired into a position that is known to last for more than six months, the employee shall be credited with sick leave commencing the first month of the term assignment.

12.12 Injury on Duty Leave

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 and 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.

Beyond fifty (50) working days, the provisions of the Workplace Safety and 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/Manager 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/Manager 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/Manager in extenuating circumstances.

13.05 Paternity Leave

Up to two (2) days leave with pay per child shall be granted in any one calendar year by the employee's Principal/Manager/Supervisor. Such leave may be granted on any day in the period beginning with the day of admission and surrounding the release day 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.

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 Court Leave

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 traveling 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 Parental Leave

- (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 leave without pay of up to thirty-five (35) weeks if pregnancy leave is taken or thirty seven (37) weeks if no pregnancy leave is taken.
- (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 custody, care and control in which case the leave must commence within fifty-two (52) weeks of the child's coming into custody, care and control.
- (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 leave of thirty-seven (37) weeks 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 leave taken in these circumstances must be taken within fifty-two (52) 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 thirty-five (35) or thirty-seven (37) 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 Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental leave.

- (b) Seniority shall continue during any term of pregnancy or parental leave.
- (c) The Employer agrees to continue to pay the Employer's portion of benefits premiums and OMERS during the pregnancy or parental leave provided the employee agrees to pay the employee's portion of premiums.
- (d) At the discretion of the Employer, pregnancy or parental 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 leave.
- (f) Subject to the Layoff and Recall provisions of this Collective Agreement the Employer may not terminate an employee entitled to pregnancy, parental leave and the employee returning from pregnancy, parental leave shall return to their previous position if it exists, or a comparable position.

14.04 Extended Parental Leave

An employee may request an extended parental leave of up to two (2) years. Such leave shall be granted by the Employer and shall be considered to include any pregnancy/parental 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 extended parental 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/location 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 contact for reporting sick leave usage by employees on Union Leave shall be the Human Resources Officer, Employee Wellness and Disability Management, or designate.
 - v) 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.
 - vi) 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/location 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 OF ABSENCE 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 Manager of Human Resources or designate setting out the start and end dates of the leave and the reason for the leave. Such request must be received at least four (4) weeks in advance of the proposed leave start date, except where mutually agreed. The Employer shall respond in writing to such requests within fifteen (15) working days of receipt of the request.
- (b) Leaves of absence without pay may be renewed for a second consecutive year upon the mutual agreement of the Employer and the employee. The

employee shall provide at least four (4) weeks notice of a request to renew a leave of absence without pay. The four (4) week requirement may be waived with 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/location occupied prior to the leave or to a comparable position if that position no longer exists.
- (d) Notwithstanding the above, the two (2) year continuous employment requirement may be waived by mutual agreement between the Employer and the employee.
- (e) 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.
- (f) 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 Act. 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 executors 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:

Number of Years x Service (Max. 20)	Salary Rate of Employee x at Retirement	Number of Days of Accumulated <u>Sick Leave (Max 240)</u>
<hr style="width: 80%; margin: 0 auto;"/> 20	<hr style="width: 80%; margin: 0 auto;"/> 2	<hr style="width: 80%; margin: 0 auto;"/> 240

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

Number of Years x Service (Max. 20)	Salary Rate of Employee x at Retirement	Number of Days of Accumulated <u>Sick Leave (Max 220)</u>
<hr style="width: 80%; margin: 0 auto;"/> 20	<hr style="width: 80%; margin: 0 auto;"/> 2	<hr style="width: 80%; margin: 0 auto;"/> 220

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

Number of Years x Service (Max. 20)	Salary Rate of Employee x at Retirement	Number of Days of Accumulated <u>Sick Leave (Max 200)</u>
<hr style="width: 80%; margin: 0 auto;"/> 20	<hr style="width: 80%; margin: 0 auto;"/> 2	<hr style="width: 80%; margin: 0 auto;"/> 200

- (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 (as at anniversary date)</u>	<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. Permission to carry over leave must be authorized by the appropriate supervisor and shall not be unreasonably denied. Such leave shall be scheduled to be taken at a time, prior to 31 August of the following year, as mutually agreed by the employee and the supervisor.

- i) Where operational needs require a change to the mutually agreed schedule, the parties will endeavour to schedule at least one (1) week of vacation; the timing of which shall not be unreasonably denied.
 - ii) Remaining carry over vacation entitlement shall be paid out by August 31.
- 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 endeavour 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 by the first pay in June. Vacation scheduled for June will be deducted from the pay out and no further vacation will be granted after May 1.
- 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.

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
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

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

Notwithstanding Article 20.01, the holiday pay paid to term and casual employees under this Article for a given public holiday shall be in accordance with the calculation provided for in the Employment Standards Act, that is:

- (a) the total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20; or
- (b) if some other manner of calculation is prescribed, the amount determined using that manner of calculation.

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 holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday.

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 and one-half (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.

Existing Bargaining Unit members' (as of September 1, 2008) hours of work shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.

Should operational requirements deem it necessary to establish positions that may have a start time prior to 7 a.m. or have a finish time later than 5 p.m., and/or require a work week other than Monday to Friday, such action will be initiated as follows:

- (a) creation of a new position
- (b) changing hours of vacant positions
- (c) mutual agreement.

No Bargaining Unit member will be required to amend her/his scheduled hours of work beyond the parameters outlined above.

Vacancies will be posted in accordance with Article 31.

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 end on the date established by the School Year Calendar Committee.
- 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 end five (5) working days immediately following the date established by the School Year Calendar Committee.
- 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 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, with a computerized system compatible with that used by the Ottawa-Carleton District School Board. The Employer will make records of earnings available to employees electronically.

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 (including a term position) with a higher classification, shall be placed at the appropriate step on the salary scale of the new classification which provides for at least one (1) increment on the salary placement of the employee's previous position.
- iii) An employee who, through the competition process, voluntarily accepts a position (including a term) 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.
- iv) Effective December 16, 2008, a term 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.

- 22.05
- i) Regular (10, 10.5 or 11 month) employees, who accept casual assignments outside of their work year, shall while working in this capacity, receive an hourly rate of pay that is equal to the minimum hourly rate of the job classification to be performed. Should the casual assignment be within the same job classification, the employee shall receive their own rate of pay. Should the casual assignment not be within a specific job classification, the casual rate of pay will apply.
 - ii) A regular part-time employee who works additional hours at their own job classification, or work additional hours due to the absence of an

employee whose position is classified at a higher job classification, shall receive an hourly rate of pay that is equal to their own rate of pay.

- iii) Part-time employees directed by the Employer to temporarily assume the duties and responsibilities of another position with a higher maximum salary, may become eligible for Acting Pay, subject to the provisions of Article 22.06.

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

- (a) Effective December 16, 2008, a regular or term 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 a member of the incumbent staff in the same position where qualifications and experience are equal. The employee shall be required to provide proof of previous experience in writing.
- (b) Where a formerly surplus employee, through the competition process, becomes the selected candidate to a previously held position, all former experience in the position prior to being declared surplus shall be recognized and shall be paid at the appropriate step on the salary scale.

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 as authorized work in excess of thirty-five (35) hours per week, inclusive of any vacation leave or sick leave taken during the 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 (1½) 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 (½) 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. Meal allowances shall be payable in accordance with Revenue Canada regulations.

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.
- 26.06 An employee may apply for training and educational assistance in accordance with the Employer procedure *PR600.HR -Tuition Reimbursement for Administrative and Support Staff*, as established by the Employer and as amended from time to time.
- 26.07 By 30 September of each year, the Employer will provide to the bargaining unit \$10 per FTE for the purposes of professional development, to be matched by the bargaining unit for the same date.

The bargaining unit will submit course proposals to the Manager of Human Resources or designate, for review and approval. Such approval will not be unreasonably withheld.

The bargaining unit will provide an annual written report and account to the Manager of Human Resources or designate as to the use of these funds not later than 30 June of each year.

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 non-disciplinary 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 Subject to Article 27.01, 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 to deal with matters of discipline or discharge of an employee, the employee shall be advised of his/her right to have a representative of the Union at the meeting. Such employee has the right to be accompanied and advised by a Union representative at such meeting. Where the employee elects representation, the Union shall be advised twenty-four (24) hours in advance of the schedule of such meeting.
- 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 has elected to have Union representation, a copy of the notice of discipline shall be provided 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) into a position covered by this agreement, 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) 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.
- (c) Where seniority is equal, the ranking shall be determined by:
- i) the date of the term or casual employees first day of work;
 - 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.

- v) Where the employee's seniority date is the same as two (2) or more regular employees and a selection by lot has previously taken place for that particular date, the employee shall be ranked as the last person for that date.
- 29.02 A loss of seniority shall be deemed to have occurred if an employee:
- i) resigns or retires;
 - ii) is discharged and is not reinstated by reason of the grievance and arbitration procedure;
 - iii) is no longer entitled to be recalled; or
 - iv) accepts a permanent position outside of the Bargaining Unit.
- 29.03 The seniority of an employee who is absent due to sickness or accident shall not accumulate beyond twenty-four (24) months, however seniority shall be maintained and the employee shall have the right to return to work upon recovery.
- 29.04 Notwithstanding Article 29.03, seniority shall accumulate during any absence for which the employee receives Workplace Safety Insurance Board wage loss replacement.
- 29.05 (a) A seniority list shall be maintained by the Employer. The list will be provided electronically to the President of the Bargaining Unit five (5) days before the list is distributed. By February 15th, a seniority list indicating the employee's name, seniority date and position title will be distributed electronically for retention by the Supervisor, to each work location/department. Employees will have an opportunity to review their seniority date for verification.
- (b) The Bargaining Unit President will also be provided with a seniority list which includes employment status, job level, location and work year. This list will not be posted.
- 29.06 Employees requesting a correction to their seniority date or requesting to be added to the seniority list must do so in writing to the Human Resources Department before 15 March. Seniority lists 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.

"Salary Level" shall mean the salary level in which a position is placed as per Appendix "A".

30.02 Surplus/Layoff Notices

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

(b) 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. Upon mutual agreement of the parties, this timeline may be extended to allow staffing and/or restructuring processes to be completed. Surplus notices shall be issued in writing to surplus employees in reverse order of seniority within a work location based on their employment status.

(c) 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.

(d) 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.

(e) 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.

(f) 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 and the Bargaining Unit President shall be contacted by a Human Resources representative and invited to attend a placement meeting conducted by the Human Resources representative. The Bargaining Unit President or designate shall attend the meeting as an observer in support of the employee. The purpose of the meeting will be to conduct the bumping process as outlined in Article 30.05 and to provide information about benefit entitlement, recall rights, etc in the event of layoff. If a position is identified through the bumping process, the employee must decide to accept or decline the position at the time of this meeting.

(b) A surplus employee shall have the right to exercise their rights, as defined herein provided the employee has the necessary qualifications, ability, knowledge, and skills to perform the jobs available and provided the surplus employee can do the job without formal training. The employee will be afforded a two (2) week orientation period that will include minimal on the job training.

(c) Where an employee voluntarily reduces status, and, within 24 months of the effective date of the reduction, the same position is subsequently increased in status, the employee shall have the right to assume the increased position, but the employee may not increase beyond the employee's original status.

(d) Employees who exercise their bumping rights shall maintain their current increment dates.

(e) A surplus employee shall have the option to resign, in writing, and accept severance in accordance with the Employment Standards Act. In such case, the Board shall have no further obligation to the employee.

30.04 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 traveling 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). The eligibility to claim mileage does not apply to employees who elect to work at two locations.

30.05 Bumping Process

Subject to 30.03 (b) and in order of seniority a surplus employee shall have the right to be placed into a vacant position or to bump into a position as follows:

Full-Time Employees

Full-time employees whose positions are 100% surplus will follow Process A. Full-time employees whose hours are reduced may elect one of the following:

- 1) Follow Process A; OR
- 2) Accept the reduction in hours and bump in accordance with Process B; OR
- 3) Accept the reduction in hours and remain in the position at the reduced employment status and be subject to the terms and conditions for part-time employees in accordance with the Collective Agreement. Such employees shall have access to the provisions of Article 30.03 (c); OR
- 4) Accept the reduction in hours on a permanent basis, in writing. An employee who elects to do so, shall be deemed to have a reduced employment status and shall be subject to the terms and conditions for part time employees in accordance with the Collective Agreement.

Part-Time Employees

Part-time employees whose positions are fully surplus will follow Process B. Part-time employees whose hours are reduced may elect one of the following:

- 1) Accept the reduction in hours and bump in accordance with Process B; OR
- 2) Accept the reduction in hours and remain in the position at the reduced employment status and be subject to the terms and conditions for part-time employees in accordance with the Collective Agreement. Such employees shall have access to the provisions of Article 30.03 (c); OR
- 3) Accept the reduction in hours on a permanent basis, in writing. An employee who elects to do so, shall be deemed to have a reduced

employment status and shall be subject to the terms and conditions for part time employees in accordance with the Collective Agreement.

Process A

- i. A full-time vacant position in the same job classification within 40 km from the employee's current work location. If such does not exist, a full-time vacant position in the same salary level and employment status within 40 km from the employee's current work location; and if such does not exist,
- ii. A full-time vacant position in the same job classification more than 40 km from the employee's current work location. If such does not exist, a full-time vacant position in the same salary level and employment status more than 40 km from the employee's current work location; and if such does not exist,
- iii. A full-time employee with the least seniority in the same job classification within 40 km from the employee's current work location. If such does not exist a full-time employee with the least seniority in the same salary level and employment status within 40 km from the employee's current work location; and if such does not exist,
- iv. A full-time employee with the least seniority in the same job classification more than 40 km from the employee's current work location. If such does not exist a full-time employee with the least seniority in the same salary level and employment status more than 40 km from the employee's current work location; and if such does not exist,
- v. Two part-time vacancies subject to scheduling requirements in the same salary level and employment status; and if such does not exist,
- vi. Two part-time employees with the least seniority, subject to scheduling requirements, in the same salary level and employment status; and if such does not exist,
- vii. A full-time employee with the least seniority and same employment status in the next lowest salary level within 40 km from the employee's current work location or if such does not exist a full-time employee with the least seniority and same employment status in the next lowest salary level more than 40 km from the employee's current work location; and if such does not exist,
- viii. A full-time employee shall continue the process through each lower salary level until a position can be identified. If no position is identified, the employee will be laid off with right of recall in accordance with Article 30.06.

Process B

- i. A part-time vacant position in the same job classification within 40 km from the employee's current work location. If such does not exist, a part-time vacant position in the same salary level and employment status within 40 km from the employee's current work location; and if such does not exist,
- ii. A part-time vacant position in the same job classification more than 40 km from the employee's current work location. If such does not exist, a part-time vacant position in the same salary level and employment status more than 40 km from the employee's current work location; and if such does not exist,
- iii. A part-time employee with the least seniority in the same job classification within 40 km from the employee's current work location. If such does not exist a part-time employee with the least seniority in the same salary level and employment status within 40 km from the employee's current work location; and if such does not exist,
- iv. A part-time employee with the least seniority in the same job classification more than 40 km from the employee's current work location. If such does not exist a part-time employee with the least seniority in the same salary level and employment status more than 40 km from the employee's current work location; and if such does not exist,
- v. A part-time employee with the least seniority and same employment status in the next lowest salary level within 40 km from the employee's current work location or if such does not exist a part-time employee with the least seniority and same employment status in the next lowest salary level more than 40 km from the employee's current work location; and if such does not exist,
- vi. The employee shall continue the process through each lower salary level until a position can be identified. If no position is identified, the employee will be laid off with right of recall in accordance with Article 30.06.

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 provided the surplus employee can do the job without formal training. The employee will be afforded a two week orientation period that will include minimal on the job training.
- (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

12

24

Service in Years

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. Notices of recall to lesser positions, or to a position which is more than forty (40) kilometers from the employee's last work location shall not be deemed to be a refusal.
- (g) A full-time employee who is recalled to a part-time position shall continue to retain recall rights to a full-time position, which may include a part-time position to complement the employee's current part-time position, subject to scheduling requirements. A recall to such part time position shall be deemed to have satisfied the employee's recall rights subject to Article 30.03 (c).
- (h) 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.
- (i) Subject to Article 30.06 (f), an employee's 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.
- (j) 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.

Term Positions

(k) (i) An employee on recall shall be offered the opportunity to fill a vacant term position at the same or lower salary level and employment status subject to qualifications, knowledge, skill and ability.

(ii) An employee on recall shall have the right to apply for and be offered a term position without losing recall rights.

The employee's 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.

"Posting" shall mean electronic posting.

- 31.02 (a) Where there is a vacancy in the bargaining unit that is known to last for not less than six (6) months, it shall be filled as follows:
- i) In order of seniority, to an employee who is on the recall list, or who has been declared surplus, subject to having the necessary qualifications, ability, knowledge and skills to perform the job; otherwise,
 - ii) The vacancy shall be posted for at least seven (7) working days prior to the closing date of the competition. For the purposes of posting positions in the months of July and August, vacancies shall be posted for at least ten (10) days.
 - iii) For Library Technicians, where a school's allocation increases, the incumbent will be given the opportunity to increase their status. Otherwise the vacancy will be filled in accordance with this article.
- (b) Where a vacancy in the bargaining unit is being filled by a casual employee and where the Employer subsequently becomes aware that the vacancy will continue for more than an additional five (5) months the positions will be posted.
- (c) Posted vacancies shall be filled in the following order:
- i) first consideration shall be given to applications from regular full time and part-time employees, of which at least the three (3) most senior applicants who hold the necessary qualifications will be interviewed for each vacancy; and if such does not exist
 - ii) applications from term and casual employees within the bargaining unit; and then
 - iii) external candidates
- (d) Where an employee accepts a Term Assignment, the employee will not be entitled to apply for a second Term Assignment, which is scheduled to begin prior to the completion of the initial Term Assignment unless the term assignment is within the same school or department.

- 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 five (5) 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:
- (a) filled from the recall list in accordance with Article 30.06 Recall, and if there is no qualified employee on the recall list, then,
 - (b) 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.

Note: Reference to posting in this article shall mean electronically. If the system is down during regular business hours for any significant time during the posting period, the closing will be delayed by the equivalent time.

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, the same regularly scheduled weekly hours and the same work year 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 staffed 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. Annual increment dates shall be maintained.
- (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 PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

34.01 Where a member of the Bargaining Unit successfully applies for a vacant position or a term position outside the Bargaining Unit, the Employer shall notify the Bargaining Unit of the employees' name and the date that the employee will commence duties in the new position.

- 34.02 Where a member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right of return to a Bargaining Unit position.
- 34.03 A member of the Bargaining Unit who accepts a term position outside the Bargaining Unit with the employer, for a maximum period of twelve (12) months, shall have the right of return to his/her former position within the bargaining unit. Such member shall continue to accumulate seniority while in the term assignment.
- 34.04 In the event a member of the Bargaining Unit accepts a term position in a non-affiliated position, for a maximum period of twelve (12) months, all terms and conditions of the non-affiliated position shall apply to the member. The member will be required to continue to pay union dues during the term assignment.

ARTICLE 35 GRIEVANCE ARBITRATION PROCEDURE

- 35.01 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.
- 35.02 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.
- 35.03 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.

35.04 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.

35.05 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.

35.06 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. The requirement to hold a meeting may be waived, by mutual consent of the parties, in which case the written response will be provided within five (5) days.

35.07 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.

35.08 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.

A policy grievance must be submitted within twenty (20) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

35.09 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.

35.10 Arbitration

A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide written notice to the other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within twenty (20) working days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party. Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

In the event either party submits a grievance to an Arbitration Board, the notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the

second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

- 35.11 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board, each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.
- 35.12 The Arbitrator or 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.
- 35.13
- (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 36 MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS

36.01 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 37 HARASSMENT

37.01 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 38 RESPECTFUL WORKPLACE

38.01 Procedure PR.625 (Respectful Workplace), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE 39 HEALTH AND SAFETY

39.01 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 40 ADMINISTERING MEDICATION/FIRST AID

40.01 The Employer agrees to make available to those designated employees, training and/or retraining for the administration of medication and/or first aid. Such training shall normally be provided by the employer during regular work hours at no cost to the member.

40.02 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 41 TECHNOLOGICAL CHANGES

- 41.01 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.
- 41.02 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 42 HUMAN RESOURCES FILE

- 42.01 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 with twenty-four (24) hours' advance notice and in the presence of a Human Resources Officer or other person(s) designated by the Director of Education.
- 42.02 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.
- 42.03 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.
- 42.04 An employee shall have the right to place any relevant documents in the employee's Human Resources file which has been omitted.
- 42.05 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.
- 42.06 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.

- 42.07 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 42.01.
- 42.08 Upon the employee's request, the Employer shall remove any disciplinary report after five (5) years (excluding leaves) provided there has been no disciplinary action in the interim. However, documents related to discipline in cases of harassment or abuse (including sexual or physical misconduct of any kind) shall not be removed.

ARTICLE 43 FAMILY MEDICAL LEAVE

- 43.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to eight (8) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in .01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Article 42.01 (a) applies in respect to family members as defined in the Employment Standards Act, 2000.
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in .01 (a) begins.
- (d) The employee may not remain on a leave under this section after the earlier of the following dates:
- i) The last day of the week in which the individual in .01 (b) dies;
 - ii) The last day of the week in which the period referred to in .01 (a) ends.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees

shall not exceed eight weeks during the period referred to in .01 (a) that applies to the first certificate issued.

- (h) An employee who wishes to take leave under this article shall advise the employer, in writing, that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.
- (i) If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in .01 (a)
- (j) If an employee takes a further leave, in the event death did not occur within the 26 weeks, the employer may request a copy of the required certificate as provided for under this legislation.

43.02 General Provisions for Family Medical Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave.
- (b) Seniority shall continue during any term of Family Medical Leave.
- (c) The Employer agrees to continue to pay the employer's portion of benefits and applicable pension premiums during the Family Medical Leave provided the employee agrees to pay the employee's portion of premiums by pre-authorized debit.
- (d) Sick leave and vacation leave credits shall accumulate for the employee during the time of Family Medical Leave.
- (e) Subject to the Layoff and Recall provisions of Article 30 the employee shall return to his/her previous position, if it exists, or a comparable position.
- (f) The period of an employee's leave shall not be included in determining whether he/she has completed the probationary period under Article 27.

ARTICLE 44 CONTRACTING OUT

No Bargaining Unit employee shall be laid off, or suffer a reduction in normally scheduled hours of work, as a result of the Board contracting out any of its work or services.

ARTICLE 45 EMPLOYEE ACCOMMODATION

Where an employee is identified as requiring an accommodation, the Employer and the Bargaining Unit shall consult to seek an appropriate accommodation for that employee.

ARTICLE 46 CRIMINAL BACKGROUND CHECKS

46.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

46.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

46.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

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 2009, IN THE CITY OF OTTAWA.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE EDUCATIONAL SUPPORT
PROFESSIONALS
(OSSTF DISTRICT 25)

Lynn Scott
Chair of the Board

Bonnie Cheung
President, Educational Support Professionals

Lyall Thomson
Director of Education/Secretary of the Board

Sheila Lanthier
Chief Negotiator

Janice McCoy
Superintendent of Human Resources

Monique Frechette
Member, Collective Bargaining Committee

Neil Yorke-Slader
Superintendent of Instruction

Nancy Akehurst
Member, Collective Bargaining Committee

Ann O'Dacre
Labour Relations Officer
Committee

Jack Jones
Vice-President, OSSTF Bargaining

Susan Peter-Weeks
Manager of Human Resources

Brenda Nothnagel
Labour Relations Administrator

Franca Holmes
Human Resources Administrator

APPENDIX "A"

SALARY SCHEDULE/JOB CLASSIFICATIONS

Salary Schedule

Effective 1 September 2008

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	\$23,864	\$24,571	\$25,594	\$26,661	\$27,774	\$28,930	\$30,136
Level 3	\$27,256	\$28,393	\$29,572	\$30,807	\$32,092	\$33,426	\$34,820
Level 4	\$29,333	\$30,557	\$31,829	\$33,157	\$34,535	\$35,977	\$37,473
Level 5	\$34,100	\$35,524	\$37,002	\$38,543	\$40,150	\$41,822	\$43,564
Level 6	\$36,790	\$38,322	\$39,919	\$41,583	\$43,316	\$45,119	\$47,001
Level 7	\$41,041	\$42,822	\$44,681	\$46,599	\$48,620	\$50,731	\$52,934
Level 8	\$45,977	\$47,978	\$50,066	\$52,244	\$54,517	\$56,890	\$59,365
Level 9	\$51,669	\$53,911	\$56,250	\$58,692	\$61,242	\$63,900	\$66,675
Level 10	\$58,326	\$60,857	\$63,498	\$66,255	\$69,129	\$72,131	\$75,262

Team leader allowance \$1,160

Casual Employees: Job Level 2 to 6: \$13.11 per hour + 4% vacation pay.

Job Level 7 and above: \$15.30 per hour + 4% vacation pay.

Any Member who is red-circled at the time of ratification of this collective agreement shall receive a lump sum equivalent to a 3% salary increase on September 1 in each year of this agreement unless they are no longer red-circled during this time.

APPENDIX "A"

Salary Schedule

Effective 1 September 2009

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	\$24,580	\$25,308	\$26,362	\$27,461	\$28,607	\$29,798	\$31,040
Level 3	\$28,074	\$29,245	\$30,459	\$31,731	\$33,055	\$34,429	\$35,865
Level 4	\$30,213	\$31,474	\$32,784	\$34,152	\$35,571	\$37,056	\$38,597
Level 5	\$35,123	\$36,590	\$38,112	\$39,699	\$41,355	\$43,077	\$44,871
Level 6	\$37,894	\$39,472	\$41,117	\$42,830	\$44,615	\$46,473	\$48,411
Level 7	\$42,272	\$44,107	\$46,021	\$47,997	\$50,079	\$52,253	\$54,522
Level 8	\$47,356	\$49,417	\$51,568	\$53,811	\$56,153	\$58,597	\$61,146
Level 9	\$53,219	\$55,528	\$57,938	\$60,453	\$63,079	\$65,817	\$68,675
Level 10	\$60,076	\$62,683	\$65,403	\$68,243	\$71,203	\$74,295	\$77,520

Team leader allowance \$1,195

Casual Employees: Job Level 2 to 6: \$13.50 per hour + 4% vacation pay.

Job Level 7 and above: \$15.76 per hour + 4% vacation pay.

Any Member who is red-circled at the time of ratification of this collective agreement shall receive a lump sum equivalent to a 3% salary increase on September 1 in each year of this agreement unless they are no longer red-circled during this time.

APPENDIX "A"

SALARY SCHEDULE/JOB CLASSIFICATIONS

Salary Schedule

Effective 1 September 2010

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	\$25,317	\$26,067	\$27,153	\$28,285	\$29,465	\$30,692	\$31,971
Level 3	\$28,916	\$30,122	\$31,373	\$32,683	\$34,047	\$35,462	\$36,941
Level 4	\$31,119	\$32,418	\$33,768	\$35,177	\$36,638	\$38,168	\$39,755
Level 5	\$36,177	\$37,688	\$39,255	\$40,890	\$42,596	\$44,369	\$46,217
Level 6	\$39,031	\$40,656	\$42,351	\$44,115	\$45,953	\$47,867	\$49,863
Level 7	\$43,540	\$45,430	\$47,402	\$49,437	\$51,581	\$53,821	\$56,158
Level 8	\$48,777	\$50,900	\$53,115	\$55,425	\$57,838	\$60,355	\$62,980
Level 9	\$54,816	\$57,194	\$59,676	\$62,267	\$64,971	\$67,792	\$70,735
Level 10	\$61,878	\$64,563	\$67,365	\$70,290	\$73,339	\$76,524	\$79,846

Team leader allowance \$1,231

Casual Employees: Job Level 2 to 6: \$13.91 per hour + 4% vacation pay.

Job Level 7 and above: \$16.23 per hour + 4% vacation pay.

Any Member who is red-circled at the time of ratification of this collective agreement shall receive a lump sum equivalent to a 3% salary increase on September 1 in each year of this agreement unless they are no longer red-circled during this time.

APPENDIX "A"

SALARY SCHEDULE/JOB CLASSIFICATIONS

Salary Schedule

Effective 1 September 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 2	\$26,077	\$26,849	\$27,968	\$29,134	\$30,349	\$31,613	\$32,930
Level 3	\$29,783	\$31,026	\$32,314	\$33,663	\$35,068	\$36,526	\$38,049
Level 4	\$32,053	\$33,391	\$34,781	\$36,232	\$37,737	\$39,313	\$40,948
Level 5	\$37,262	\$38,819	\$40,433	\$42,117	\$43,874	\$45,700	\$47,604
Level 6	\$40,202	\$41,876	\$43,622	\$45,438	\$47,332	\$49,303	\$51,359
Level 7	\$44,846	\$46,793	\$48,824	\$50,920	\$53,128	\$55,436	\$57,843
Level 8	\$50,240	\$52,427	\$54,708	\$57,088	\$59,573	\$62,166	\$64,869
Level 9	\$56,460	\$58,910	\$61,466	\$64,135	\$66,920	\$69,826	\$72,857
Level 10	\$63,734	\$66,500	\$69,386	\$72,399	\$75,539	\$78,820	\$82,241

Team leader allowance \$1,268

Casual Employees: Job Level 2 to 6: \$14.33 per hour + 4% vacation pay.

Job Level 7 and above: \$16.72 per hour + 4% vacation pay.

Any Member who is red-circled at the time of ratification of this collective agreement shall receive a lump sum equivalent to a 3% salary increase on September 1 in each year of this agreement unless they are no longer red-circled during this time.

SALARY SCHEDULE/JOB CLASSIFICATIONS

Job Classifications

Level 2	Mail and Courier Assistant Records Clerk
Level 3	Micrographics Clerk Office Assistant 3 Receptionist (Human Resources)
Level 4	Accounting Assistant Assistant Coordinator, Learning Support Services Brailist Elementary School Office Assistant Laboratory Assistant Mail and Courier Administrator Office Assistant 4 Office Assistant (Bilingual) Secondary School Office Assistant Secretary 4 Stockroom/Preventative Maintenance Administrator Switchboard Operator/Receptionist
Level 5	Assistant Payroll Administrator Central Student Records Administrator Classifier/Coder Community Outreach Officer Coordinator, Learning Support Services Databank Administrator Guidance Services Assistant Hotline Support Assistant Human Resources Assistant Library Technician Office Assistant 5 Printing Equipment Operator Programmer Secretary 5 Technical Assistant Transportation Assistant
Level 6	Alternate School Program Secretary Application Support Specialist (Corporate; Learning) Assistant Secondary School Office Administrator Business and Learning Technologies Technician

CAD Technician (Architectural; Building Envelope; Mechanical; Roofing)
Call Centre Specialist
Coordinator, Learning Support Services
Disability Management Administrator
Information Management Administrator
Instructional Support Services Technician (ISST)
Network Monitoring Technician
Office Administrator 6
Outdoor Education Instructor
Payroll Administrator
Pension Administrator
RFP/Tender Assistant
Research Analyst
Salary and Benefits Administrator
Secretary 6

Level 7

Admissions & Enrolment Administrator
Analyst Assistant, B<
Assistant Accounting Administrator
Assistant Payroll Supervisor
Budget Administrator
Buyer
Child Care Coordinator
Community Use of Schools Outreach Coordinator
Database Coordinator
Elementary School Office Administrator
Energy Performance Coordinator
Financial Coordinator (Facilities)
Health & Safety Technician
Secondary School Office Administrator
Planning and Statistical Analyst
Program Site Administrator, Outdoor Education
School Support Administrator
Web/Graphic Designer

Level 8

Accounting Administrator
Assessor
Call Centre Analyst
Coordinator of Marketing
Corporate Applications Analyst
Grounds Projects Coordinator
Learning Application Support Analyst
Network Analyst
Programmer/Analyst
Project Coordinator (Architectural; Building Envelope; Electrical; Mechanical; Roofing)

Project Coordinator, Building Automation System
Student Counselor
Supervisor of Maintenance & Custodial Services (MacSkimming)
Web Developer

Level 9

Coordinator of Communications
Coordinator of Outdoor Education Centres
Project Leader, Architectural/Engineering
Purchasing Administrator
Research Officer
Supervisor of Corporate Applications
Supervisor of Customer Support
Supervisor of Day Interest Programs
Supervisor of Extra-Curricular Creative Arts Programs
Supervisor of Learning Application Support

Level 10

Assets and Logistics Administrator
Continuing Education Officer
Planner
Supervisor, Community Use of Schools
Transportation Coordinator

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

OSSTF DISTRICT 25 (EDUCATIONAL SUPPORT PROFESSIONALS)

Re: RESPONSIBILITY ALLOWANCE

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

Team Leader - An employee designated by the Employer as a Team Leader shall receive a responsibility allowance of \$1,160 effective 1 September 2008 annually, prorated for less than twelve (12) month positions or for part-time employees.

\$1,195 effective 1 September 2009

\$1,231 effective 1 September 2010

\$1,268 effective 1 September 2011

Renewal signed at the City of Ottawa this ____ day of _____ 2009.

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.

Renewal signed at the City of Ottawa this ____ day of _____ 2009.

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: SCHOOL OFFICE STAFFING FORMULA

No bargaining unit member will be laid off as a result of the Employer amending 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.

Renewal signed at the City of Ottawa this ____ day of _____ 2009.

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: PAY EQUITY

The parties agree that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate negotiated in collective bargaining will be credited towards those pay equity adjustments.

Renewal signed at the City of Ottawa this ____ day of _____ 2009.

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: PROFESSIONAL DEVELOPMENT ALLOCATION

The Board will receive in 2008-2009, a one time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be turned over to the bargaining unit no later than December 31, 2008. The total amount based on the agreed FTE of 631.5 as per the 2006-07 Financial Statements is \$168,894. The funds will be used by the bargaining unit to support the professional development of bargaining unit members. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

Signed at the City of Ottawa this ____ day of _____ 2009.

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: STAFFING FUNDING ENHANCEMENT FOR 2009-10 – EDUCATIONAL SUPPORT PROFESSIONALS

The parties agree that based on the 2007-2008 Ministry estimates there are 616.2 FTE positions (to be verified and adjusted if required), which shall be used to apply the funding enhancements as identified in the B:10 memo.

The parties agree to further validate this information with what the Board plans to submit as per Appendix H in its 2008-2009 Revised Estimates. The Board will provide the union with the pertinent financial information.

The Board agrees that funding received from Ministry of Education for ESP staff enhancements will be applied in the following manner:

1. Offset staff reductions, if any, in OSSTF unionized ESP positions occurring between the 2008-09 and 2009-10 school years, subject to the funds available under this enhancement;
2. Use all remaining funds to hire additional Board employed ESP, subject to the remaining funds available under this enhancement.

In 2009-10, 2010-11 and 2011-12, the Board will apply the B10 memo, *Appendix 10 (School Foundation – Elementary Office Support Workers)* projected funding enhancement up to the Board's share (projected funds to be verified), subject to sufficient funds remaining after applying paragraph 1, above, to add positions as follows:

2009-2010	\$417,806	8.5 FTE
2010-2011	\$433,972	8.5 FTE
2011-2012	\$442,837	8.5 FTE

The number of positions to be added (non-cumulative), if any, will also be subject to the funding actually received from the Ministry for this enhancement for each of the years of this agreement, and subject to the costs of the actual positions to be added.

The Board will meet with the Union annually to review the actual funding received for this enhancement, the staff reductions to be offset, if any, and the resulting increases, if any, to the ESP complement. The meeting shall include the local Bargaining Unit President and a Provincial Representative and will provide an opportunity for input into the resulting increases, if any, to the ESP complement.

This letter shall expire on August 30, 2012.

Signed at the City of Ottawa this ____ day of _____ 2009.

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: PROVINCIAL SWAG AND VIOLENCE COMMITTEES

The parties agree to meet within thirty (30) days of publication of the results of these committees, respectively, in order to review any recommendations/document(s) and consider the implications for the Ottawa-Carleton District School Board and the ESP Bargaining Unit.

Signed at the City of Ottawa this ____ day of _____ 2009.

For the
Ottawa-Carleton District School Board

For the
Educational Support Professionals

LETTER 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.

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