

COLLECTIVE AGREEMENT

BETWEEN

THE HALTON DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION DISTRICT 20
OFFICE, CLERICAL, TECHNICAL UNIT

Effective September 1, 2002
(Unless otherwise indicated
herein)

I N D E X

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| 1 | Intent and Purpose | 1 |
| 2 | Recognition | 1 |
| 3 | Management Rights | 2 |
| 4 | Union Dues | 3 |
| 5 | Strikes and Lockouts | 4 |
| 6 | Union Representation/Release | 5 |
| 7 | Union Rights | 7 |
| 8 | Communications..... | 9 |
| 9 | Personnel File | 9 |
| 10 | Seniority | 10 |
| 11 | Probationary Period | 12 |
| 12 | Job Posting | 13 |
| 13 | Transfer | 16 |
| 14 | Job Exchange | 17 |
| 15 | Lay-Off And Recall | 18 |
| 16 | Grievance Procedure | 23 |
| 17 | Arbitration | 27 |
| 18 | Parenting Leave | 28 |
| 19 | Vacations With Pay | 33 |
| 20 | Employee Benefits | 35 |
| 21 | Hours Of Work And Overtime | 38 |
| 22 | Sick Leave | 39 |
| 23 | Retirement Gratuity Plan | 43 |
| 24 | Leaves Of Absence | 45 |
| 25 | Health And Safety Provisions | 48 |
| 26 | Professional Development | 49 |
| 27 | Statutory Holidays | 50 |
| 28 | Employee Relations Committee | 51 |
| 29 | Deferred Salary Leave | 51 |
| 30 | Working Conditions | 51 |
| 31 | Collective Agreement | 52 |
| 32 | Travel Allowance | 52 |
| 33 | Co-Op Students | 52 |
| 34 | Medical Procedures | 52 |
| 35 | Itinerant Employees | 53 |
| 36 | No Discrimination | 53 |
| 37 | Just Cause | 54 |
| 38 | Definitions | 55 |
| 39 | Wage Schedule | 56 |
| 40 | Supervision Responsibilities | 59 |
| 41 | Criminal Record Check | 59 |
| 42 | Term Of Agreement | 60 |
| | Letter Of Agreement – Employees To Be Red Circled | 62 |
| | Letter Of Agreement - Professional Development | 63 |

| | |
|---|----|
| Letter Of Agreement – Benefit Committee | 64 |
| Letter of Agreement – In Absence of Adiminstrator/Supervisor. | 65 |

ARTICLE 1 - INTENT AND PURPOSE

1.01

This Collective Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Halton District School Board (hereinafter referred to as the Board) and its employees represented by the Ontario Secondary Teachers' Federation District 20 Office, Clerical, Technical Bargaining Unit (hereinafter referred to as the Bargaining Unit).

1.02

It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees to make provisions herein for wages and working conditions, and to provide an orderly method of settling grievances under this Collective Agreement which may arise from time to time. The Union acknowledges the Board's obligation to provide reliable and continuous service performed with skill and efficiency.

ARTICLE 2 - RECOGNITION

2.01

The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent for all office, clerical and technical employees employed by the Halton District School Board in the Regional Municipality of Halton, save and except supervisors, persons above the rank of supervisor, staff in the office of the Director of Education, staff in the office of the Executive Officer of Human Resources, Administrative Assistants to Superintendents, Administrative Assistant to Assistant Superintendent of Business Services and Plant Operations, Planner, Planning Assistant and Immigration and Visa Coordinator, Transportation staff, Benefits Planning Assistant, Benefits Coordinator and Statistical Analysis Assistant, Information Technology staff, Media and Libraries staff above the rank of Supervisor Library Services and Senior Technician, Accounts Payable Assistant, Payroll Clerk, Senior Payroll Clerk, Managers of School Administrative Operations, Health and Safety Clerk, casual staff, auxiliary staff and students employed during the school vacation period.

2.02

Except for purposes of training, instruction, data processing development, or under emergency circumstances, supervisory employees shall not regularly work on a job normally performed by an employee in the bargaining unit.

2.03

No employee who has completed the probationary period will be laid off or have his/her hours reduced as a result of the Board contracting out work and/or using co-op students or volunteers in the school office(s)/work locations where the Bargaining Unit employees are employed.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

Save and except to the extent specifically modified or curtailed by any provisions of this Collective Agreement, all rights and prerogatives which the Board had prior to the execution of this Collective Agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board.

The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

Without limiting the generality of the foregoing, the Board's rights shall include:

- i. the right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees;
- ii. the right to select, hire, assign, evaluate, promote, demote, transfer, classify, assign to shifts, lay-off, recall, reprimand, and retire employees;
- iii. the right to determine, fix, alter, make studies of and institute changes in tasks, work assignments, job duties, job qualifications, work loads, job classifications, quality and quantity standards; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit;
- iv. the right to determine: the location and extent of its operations and commencement, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the sub-contracting of work; the schedules of work; the number of shifts; the methods, processes and means of performing work; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide the number of hours to be worked; starting and quitting time; are solely and exclusively the right of the Board;
- v. the right to determine: the services, objectives and all activities of the Board; purchasing of services; the right to plan, direct, control, manage, operate, extend, curtail, limit and discontinue the organization; are solely and exclusively the right of the Board;
- vi. the sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Board.

3.02

It is agreed that all functions not referred to or limited by this Collective Agreement shall be considered residual to 3.01.

ARTICLE 3 - MANAGEMENT RIGHTS (continued)

3.03

The Board shall exercise its rights herein in a manner that is fair, reasonable and consistent with the terms of this Collective Agreement.

3.04

The performance of a probationary employee will be reviewed by an authorized representative of the Board prior to the end of the probationary period. Notwithstanding this and notwithstanding Article 37, Just Cause, it is understood that probationary employees are subject to a lesser standard of just cause. Such discipline or discharge will be done in good faith and in a non-arbitrary fashion.

ARTICLE 4 - UNION DUES

4.01

All members covered by this Collective Agreement shall, as a condition of employment, maintain their union membership and be required to pay union dues and other amounts chargeable by the Union or Bargaining Unit.

4.02

All future members covered by this Collective Agreement, shall, as a condition of employment, become members of the Union on commencing employment with the Board, and shall pay union dues and other amounts chargeable by the Union.

4.03

On each pay date on which an employee is paid, the Board shall deduct from each employee the dues chargeable by OSSTF. The amounts shall be a uniform percentage amount determined by OSSTF in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

4.04

The OSSTF dues deducted in accordance with 4.03 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, ON, M4A 2P3, no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance numbers, the amounts deducted, and the period of work for which the amount is submitted.

ARTICLE 4 - UNION DUES (continued)

4.05

In addition to 4.03, the Board shall deduct from each pay date on which an employee is paid, an amount of money as determined by the local Bargaining Unit. The amounts shall be a uniform percentage amount determined by the Bargaining Unit in accordance with their constitution and forwarded, in writing, to the Board at least thirty (30) days prior to the expected date of any change. Such funds shall be remitted to the Treasurer of the Bargaining Unit no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance numbers and the amounts deducted.

4.06

The Board shall show the amount of Union/Bargaining Unit dues paid by an employee on such employee's T4 slip.

4.07

The Union agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such check-off deductions.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01

In view of the orderly procedure established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Collective Agreement there shall be no strike and the Board agrees that there shall be no lock-out of the employees in this Bargaining Unit. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act and its Regulations.

5.02

When other Board employees are on strike or lockout, an employee shall carry on their regular duties to the best of the employee's ability, without assuming any functions or responsibilities that are normally discharged by the Board employees that are on strike or lock-out.

ARTICLE 6 - UNION REPRESENTATION/RELEASE

6.01

The Board acknowledges the right of the Bargaining Unit to appoint up to six (6) employees of the Bargaining Unit who would act on behalf of the Bargaining Unit in its negotiations with the Board for the renewal of the Collective Agreement.

6.02

Members of the Negotiating Committee referred to in Clause 6.01 hereof shall be able to attend any meetings with the Board which are held to negotiate the renewal of this Collective Agreement during regular working hours, and will be compensated for time spent during such hours at the regular rate of pay, for all meetings attended with the Board up to and including conciliation meetings.

6.03

These committee members shall notify their immediate Supervisor as soon as possible before leaving and returning to the work location.

6.04

When the Director or designate requires the attendance of a Bargaining Unit employee at a meeting held during regular working hours, there shall be no loss of regular pay or benefits. The Board shall pay for supply costs.

6.05 – Leaves for Union Business

- a) A leave of absence without loss of seniority shall be granted to the President or designates of the Bargaining Unit. A written request will be provided by the Bargaining Unit, not less than ten (10) working days prior to the requested leave when the leave is for a period of more than ten (10) consecutive working days. For shorter periods of release time, a request will be made by electronic mail and shall be provided as soon as possible by the Bargaining Unit President, prior to the requested leave. Confirmation of such request shall be confirmed to the members named in the request.
- b) The Board will be reimbursed by the Union for all costs including the employee's actual salary, benefit costs including vacation entitlement, and other statutory benefits granted under a) above.
- c) The Board shall grant a full year's leave of absence either full time, or half time for conducting Bargaining Unit business to the Bargaining Unit President to a maximum of one school year at a time. Such leave shall be renewed upon the Bargaining Unit providing such request, in writing to the Manager of Human Resources by May 31st of the proceeding year. The Board will be reimbursed by the Union for all costs including the employee's actual salary, benefit costs including vacation entitlement, and other statutory benefits.
- d) An employee appointed to an elected position of the Provincial O.S.S.T.F. shall be granted a leave of absence for a period equal to the term of office for which they have been appointed. The employee shall return to the same position they held prior to the leave if it still exists, or to an equivalent position following the procedure outlined in the Layoff and Recall provisions of this agreement. The Board will be reimbursed by the Union for all costs including the employee's actual salary, benefit costs including vacation entitlement, and other statutory benefits.
- e) An employee seconded to a position of Provincial O.S.S. T. F shall be granted a leave of absence for the period of secondment. The employee shall return to the same position they held prior to the leave if it still exists, or to an equivalent position following the procedure outlined in the Layoff and Recall provisions of this agreement. The Board will be reimbursed by the Union for all costs including the employee's actual salary, benefit costs including vacation entitlement, and other statutory benefits.
- f) An employee on leave under clause 6.05 d) e) shall be granted such leave without loss of salary, benefits or loss of seniority.

6.05 – Leaves for Union Business (continued)

6.06

If it is necessary for a Bargaining Unit employee to service a grievance during working hours, the employee shall not leave work without first obtaining the permission of the immediate supervisor. Such permission will not be unreasonably withheld. At the time of resuming their assigned work duties, they will advise their supervisor of their return.

6.07

The Bargaining Unit employee shall be permitted to attend the designated grievance meetings without loss of pay subject to the following:

- a) it shall only apply to time spent processing grievances in Steps 1 and 2 hereinafter described in Article 16;
- b) all time shall be devoted to the prompt handling of grievances.

ARTICLE 7 - UNION RIGHTS

7.01

The Board recognizes the right of the Bargaining Unit to authorize any advisor, agent, counsel, solicitor, or duly authorized representatives of the Union to assist, advise or represent it in all matters pertaining to the negotiation of this Collective Agreement and the Bargaining Unit recognizes the similar right of the Board.

7.02

It is agreed that the Union and employees will not engage in Union activities or hold meetings during working hours, however, this clause shall not be construed to prevent employees from engaging in casual conversations relating to Union affairs.

ARTICLE 7 - UNION RIGHTS (continued)

7.03

Upon written request submitted at least twenty (20) working days in advance, the Union shall have access to, or be furnished with a copy of the following, assuming the same is reasonably available to the Board:

- a) a statement of the current operating budget;
- b) a statement of the current operating expenditures;
- c) a statement of participation in each benefit plan covered by this Collective Agreement, including a cost analysis thereof and a copy of the group insurance contract between the Board and the Insurer; and
- d) data respecting salaries, allowances, group classification, employee complement, and seniority concerning each employee covered by this Collective Agreement.

7.04

The Board agrees to provide new employees with a copy of the Collective Agreement, the name of the Bargaining Unit President, and the address and telephone number of the District 20 office.

7.05

- a) The Union shall have access to its members for Union business at all schools and workplaces provided that this does not interrupt the work day.
- b) The Board shall provide the Bargaining Unit access to meeting rooms, at no cost, for Union activities outside the school day, provided this does not interrupt the work day, school or rental functions of the Board.

7.06

Before a formal disciplinary meeting occurs that involves an employee, the employee will be informed of his/her right and encouraged to have a representative of the Union present at such a meeting, by the Executive Officer of Human Resources, or designate.

Wherever possible the Bargaining Unit President, and the employee shall be informed by Human Resources a minimum of twenty-four (24) hours prior to the scheduling of such meeting.

ARTICLE 8 - COMMUNICATIONS

8.01 - Communications

All official communications between the parties arising out of this Collective Agreement or incidental thereto shall pass between the designated official of the Human Resources Department of the Board and the President of the Bargaining Unit.

8.02

The Human Resources Department shall co-operate with the Bargaining Unit in providing information relating to resignations, terminations, hirings and job changes.

- a) The Board shall advise the President of the Bargaining Unit, in writing, of each new employee's name and work location within thirty (30) working days of commencement of employment of the new employee.
- b) The Board shall notify the President of the Bargaining Unit, in writing within 10 working days, when an employee covered by this agreement is promoted, demoted, transferred, will be laid off, is recalled or whose employment is terminated.

8.03

The Bargaining Unit agrees to keep the Board informed, in writing, of the names and addresses of the executive of the Bargaining Unit and the members of its Negotiating Committee and Grievance Officer. The Board shall be under no obligation to recognize any person whose name has not been so supplied.

8.04

The Board agrees to keep the Bargaining Unit informed, in writing, of the name and address of its official designated for communicating with the Bargaining Unit.

ARTICLE 9 - PERSONNEL FILE

9.01

The only recognized personnel file of an employee shall be maintained in the Human Resources Department of the Board.

9.02

Upon written request to the Executive Officer of Human Resources, submitted at least one (1) working day in advance, an employee shall be granted the opportunity to view his/her personnel file.

ARTICLE 9 - PERSONNEL FILE (continued)

9.03

An employee shall be entitled, upon request, to photocopies of any document(s) in their personnel file.

9.04

An employee shall be entitled to provide a statement for inclusion in his/her personnel file in cases dealing with disagreement and information contained with the personnel file.

9.05

The Board shall provide the Bargaining Unit with a copy of correspondence regarding any change in employment status or disciplinary matters regarding an employee.

9.06

Any written communication with an employee concerning derogatory or disciplinary action shall be removed from the employee's file after a period of two (2) years if there has been no further incident with said employee. In circumstances involving a serious issue, derogatory or disciplinary communication will remain in the employee's file, at the discretion of the Executive Officer of Human Resources.

ARTICLE 10 - SENIORITY

10.01

For any employee who was in the employ of the Board as of January 1, 2000, seniority shall be equal to employee's seniority as recognized by the OCT seniority list as agreed to on or about January 1, 2000. From that date forward, seniority shall continue to accrue by adding one (1) year's seniority credit as outlined in 10.02 a)

10.02

- a) For any employee in the employ of the Board after January 1, 2000, seniority shall accrue at the same "full time" rate regardless of whether the employee is full -time or part time, 12 month, 11 month, or 10 month.
- b) For permanent employees hired after January 1, 2000, seniority is defined as the length of continuous service in a Bargaining Unit position from date of last hire to the Bargaining Unit.

ARTICLE 10 – SENIORITY (continued)

10.03

Notwithstanding 10.01 and 10.02, seniority is defined as the length of service in the Bargaining Unit and shall include service with the Board prior to the certification of the Bargaining Unit.

10.04

An employee's seniority will be deemed negated and termination will result when:

- a) an employee voluntarily resigns;
- b) an employee is discharged for just cause and is not reinstated through the grievance and arbitration procedure;
- c) an employee is absent three (3) days without notification and without Board approval;
- d) an employee does not report or refuses to report for duty after recall from lay-off;
- e) an employee retires or is retired;
- f) an employee is absent from work due to illness or injury for more than two (2) years, subject to Clause 20.09, if the employee has Long Term Disability Insurance. Before the Board removes an employee from the seniority list under the provisions of this clause (f), the Board will review the individual case;
- g) an employee fails to report for duty following the completion of an approved leave of absence;
- h) an employee's recall rights have been terminated.

10.05

An employee's seniority shall not be deemed to have been broken under the following conditions:

- a) by any absence granted in writing and approved by the Human Resources Department;
- b) by any absence caused by illness or accident where the employee provides an authorized official medical certificate documenting such absence or illness which is acceptable to the Board subject to 10.04 (f);
- c) by any absence granted through a Pregnancy or Parenting leave;

d) by any absence while on lay-off and the employee continues his/her rights of recall.

ARTICLE 10 - SENIORITY (continued)

10.06

The Bargaining Unit seniority list will include the employee's name, salary group number, date of hire, and work location and will be developed according to seniority ranking.

10.07

The Bargaining Unit seniority list will be revised December 31st in each year, and a copy of the list shall be posted at each work site and given to the Bargaining Unit President not later than the 31st of the following month. Any objection to the seniority list must be made to the Executive Officer of Human Resources within twenty (20) days of the date the list is posted. Failing such objection by an employee, the said list shall be each employee's correct seniority.

10.08

For the purposes of the seniority list, at the time of hiring all ties shall be broken by:

- a) total Board experience from last date of hire, then
- b) by lot in a manner to be determined by the Board and the Bargaining Unit.

Such order ranking shall be the order on the seniority list from that date forward. New employees to be added to the seniority list shall have a tie broken in the same manner, at the time they are added to the seniority list.

ARTICLE 11 - PROBATIONARY PERIOD

11.01

Upon completion of a sixty (60)-day probationary period, an employee will acquire the seniority as defined in clause 10.03, retroactive to the date of hire. For the sixty (60)-day probationary period only, all part-time employees will work their work schedule over a five (5) day period. At the end of the probationary period, with the agreement of the employee and his/her supervisor, the employee's schedule may be compacted into less than a five (5) day schedule. The probationary period for ten (10) month employees is exclusive of July and August. There will be no extension of a probationary period without the mutual consent of the Board and the Bargaining Unit.

ARTICLE 12 - JOB POSTING

12.01

The Board shall post all permanent job vacancies and all temporary vacancies of five (5) months or more, for five (5) consecutive working days in all work locations where members of the Bargaining Unit are employed.

12.02

The parties agree that before posting a vacant position the following process will be used to fill the vacancy:

- i) first placing a qualified employee from the recall list, in accordance with 15.16, and if there are no employees on the recall list, then
- ii) placing an employee to be administratively transferred in the position if it is an equivalent position, and following consultation with the Bargaining Unit.
- iii) the parties understand and agree, that an administrative transfer does not include a request for transfer made by an employee for movement to another position.

12.03

During the hiring process, the Board may temporarily fill the vacancy, while considering applications from employees.

12.04

The posting shall identify the work location, the group level, work year, number of hours of work per week, job title, hourly salary range, starting date if known, requirements and qualifications of the position, and to whom applications should be sent and the due date for such application.

12.05

- a) An employee who wishes to apply for a posted vacancy shall call during the five (5) day posting to indicate an intention to apply and submit a written application and updated resume within five (5) working days from the date upon which the vacancy was initially posted.
- b) An employee who has completed the probationary period and wishes to apply for a posted vacancy shall call during the five (5) day posting to indicate an intention to apply

and submit a written application and updated resume within five (5) working days from the date upon which the vacancy was initially posted.

ARTICLE 12 - JOB POSTING (continued)

12.06

If there are more than five (5) internal applicants, they may be prescreened by the Board to establish a short list of at least five (5) applicants.

12.07

In filling a posted vacancy under this Collective Agreement, the Board shall:

- i) consider applications from seniority employees requesting a lateral transfer from within the same job title, if there are none then,
- ii) consider applications from internal seniority applicants, if there are no qualified candidates, then
- iii) consider applications from probationary employees in good standing, if there are no qualified candidates, then
- iv) hire from outside the Bargaining Unit.

12.08

For the purpose of 12.07, where in the opinion of the Board, the required skills, ability, and qualifications, as outlined in the job posting, of two (2) or more applicants applying for a job vacancy are equal, seniority will govern.

12.09

Wherever possible, the Board shall notify the successful candidate within one (1) working day of the selection decision and notify the unsuccessful candidates within two (2) working days of the final selection and acceptance by the candidate for the position.

12.10

Where an Employee has been interviewed for a position, that employee will be offered a debriefing as soon as possible.

12.11

The successful candidate through a lateral transfer request, may not apply for another transfer for a period of six (6) months, excluding July and August for 10 month employees, from the time they are placed in the new position. This does not prevent the employee from applying to a position that is a promotional opportunity (a position at a higher classification level).

ARTICLE 12 - JOB POSTING (continued)

12.12

A promotion resulting from a job posting can be delayed for up to thirty (30) days by the Board, for sufficient reason, after consultation with the employee involved and the Bargaining Unit. Any delay is to be decided upon by the Executive Officer of Human Resources in consultation with the President of the Bargaining Unit.

12.13

The Board agrees to inform the President of the Bargaining Unit, or designate, in writing, of a job posting prior to the actual posting.

12.14

On the next working day after the posting closes, the names of all applicants will be made available to the President of the Bargaining Unit or designate, upon request.

12.15

As soon as possible, the Board will communicate the name of the successful candidate for a posting to the President of the Bargaining Unit or designate.

12.16

Employees absent during the period that a vacancy has been posted shall be notified by the Board of such vacancy, provided the employee who is absent, is actively seeking a position and has left a valid point of contact with Human Resources within the 905, 519 or 416 area code and has indicated which vacancies are of interest.

ARTICLE 13 - TRANSFER

13.01

Employees permanently transferred at their own request will receive the rate for the job to which they have been transferred.

13.02

Employees desiring to be considered for transfer to part-time positions shall make application in writing through their immediate supervisor to the Human Resources Department.

13.03

- a) With mutual agreement, an employee can be temporarily reassigned for up to one (1) month (or longer) to another classification or to a position outside the Bargaining Unit, by the Board, other than at lay-off, but such employee will receive their own rate or the other rate, whichever is higher.
- b) Such employee will continue to be subject to all terms and conditions of this Collective Agreement, will continue to pay union dues, accrue seniority and continue the employee's current level of benefit coverage.
- c) Bargaining Unit employees serving in an acting supervisory position shall not discipline or evaluate other Bargaining Unit employees.
- d) Such employee shall return to their original position at the end of the period.

13.04

An employee who wishes to temporarily reduce their work schedule shall make a written request to the Executive Officer of Human Resources prior to March 1, with a copy to the Principal/Supervisor, for an assignment commencing the following school year. This request shall specify the period of assignment, not to exceed one (1) year. Such request is subject to the approval of the Executive Officer of Human Resources.

13.05

The employee may request an extension of the assignment under 13.04 above, for up to one (1) additional year. A further one (1) year extension will be considered if supported in writing by the Principal/Supervisor. Requests for extensions shall be submitted in writing to the Executive Officer of Human Resources or designate with a copy to the Principal/Supervisor prior to the completion of the one (1) year assignment, but no later than March 1. Such requests are subject to the approval of the Executive Officer of Human Resources.

ARTICLE 13 - TRANSFER (continued)

13.06 - Administrative Transfer

- a) An administrative transfer is a transfer initiated by the Board, of an employee from one location to another, that is not a voluntary transfer by posting, or a transfer by lay-off and recall.
- b) Wherever possible, administrative transfers shall be made by mutual agreement between the employee, and the Board. When considering an administrative transfer of an employee, the Board shall meet with the employee, and the Bargaining Unit to indicate the reasons for the transfer.
- c) An employee shall be administratively transferred only to a vacant position, unless otherwise agreed to by the Union and the Board.

13.07

When an Administrative Transfer is to take place, the Board shall notify the employee in writing within two (2) weeks of the decision, with a copy to the Bargaining Unit President.

ARTICLE 14 - JOB EXCHANGE

14.01

An employee wishing an exchange for reasons of job experience shall contact the Executive Officer of Human Resources.

- a) An exchange must be mutually agreed upon by all four (4) parties involved (two (2) supervisors and two (2) Bargaining Unit employees).
- b) An exchange will be for a period of one (1) year and may be extended for a further one (1) year, if mutually agreed upon by all four (4) parties involved. Exchanges shall not become permanent.
- c) Should any change of status occur during the period of the exchange, either in location or personnel, the exchange shall be renegotiated by the change in personnel or revert back to status quo.

ARTICLE 15 - LAY-OFF AND RECALL

15.01 - Lay-off

The Board shall, in the event of a permanent lay-off, provide, three (3) months notice of its intent to lay-off to the affected employees, or any such additional notice if required by order under the Employment Standards Act and the amendments thereto. This provision will not apply with respect to the following:

1. Probationary employees.
2. Lay-off resulting from matters beyond the Board's control including but not limited to fire, lightning, flood, tempest, power failure, machine breakdown and work stoppage.
3. Where it is not practical to provide the full amount of required notice, the Board shall provide payment in lieu of notice for the balance of the three (3) months notice period at the employee's regular straight time rate of salary, and continuation of coverage under the Board benefit plan for the three (3) month period.

15.02

For employees who have been given a three (3) month notice of lay-off, the following will apply:

- i) The employee may take up to three (3) days paid leave in each of the three (3) months of the notice period to allow the employee to find alternative work with another employer. This leave may only be taken with the approval of the immediate supervisor. The employee shall not normally be permitted to take more than one (1) day of paid leave in any one week.
- ii) The laid-off employees will have access to the Board's Basic Benefit Plan, during the six (6) months from the date of termination of employment. The Board will pay for the first month only, the next five (5) months are at the Employee's expense and will be paid each month in advance as required.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

15.03

Lay-off procedures shall be exercised according to the following order:

- i) Temporary and casual employees shall be removed first. Such employee shall have no seniority or recall rights.
- ii) Probationary employees will be laid-off next in reverse order of date of hire. Probationary employees shall have the right of recall for six (6) months. The probationary period starts again upon recall, unless the employee had completed one half of the probationary period prior to lay off and is recalled to the same job at the same location held prior to the lay off. In this case the probationary period for the recalled employee shall continue, once recalled, until completed. Probationary employees shall have recall rights in accordance with Article 15.16, 15.17, and 15.20.
- iii) Permanent employees will be laid-off last in order of seniority, beginning with the least senior employee. Such employee shall have recall rights in accordance with Article 15.16.

15.04

- a) Where it is necessary to reduce the working force of employees the following procedures will apply providing it does not prevent the Board from maintaining a working force of employees who are qualified, able and willing to do the work which is available. Such lay-off procedures shall apply to all permanent and probationary employees with the exception of ten (10) month employees during the months of July and August when they are not regularly scheduled to work.
- b)
 - i. It is agreed and understood that reductions in the number of scheduled days in a work week does not constitute a lay off. Employees who have a reduction in the number of scheduled work days in a work week, shall be offered another position(s) if available, in order of seniority, to maintain their present work schedule. The employee may choose not to accept the additional assignment(s) and may choose to reduce the employee's number of scheduled work days in a work week on a permanent basis. The Board will consult with the employee and the Bargaining Unit President.
 - ii. Such employee who wishes to maintain their number of scheduled work days in a work week and who is not placed in a position to maintain their hours for the following school year, shall maintain their last number of scheduled work days in a work week prior to displacement (loss of hours) for one year. At the end of the school year, the employee shall have first opportunity to maintain their hours, by following the procedure in Article 15.04 b) i.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

15.05

Prior to any lay-offs, the Board shall notify the Bargaining Unit President of all positions to be eliminated or reduced, and identify all vacant positions in the bargaining unit.

15.06

In the event that an overall reduction in the workplace is required, the least senior employee(s) in the Bargaining Unit will be laid off and the permanent employees will have the right of recall in accordance with Article 15.16. Probationary employees will have the right of recall in accordance with 15.03 ii). An employee may be retained out of order of seniority/date of hire where there is no other employee within the affected classification who is qualified to perform the work of the employee.

15.07

In the event that a school is to be closed or if there is a reduction in the number of employees at a location or department the procedure outlined below will apply:

- a) Surplus employees will be placed in their job title, that is vacant. The placements of surplus employees by the Executive Officer of Human Resources or designate shall be so that the employee with the least seniority shall be the last placed if qualifications are otherwise equal. If a vacancy cannot be found then,
- b) Seniority rights will be exercised by displacing the employee with the least seniority in the same job title provided that an employee may be retained out of order of seniority where there is no other employee within the affected job title who is qualified to perform the work of the employee with the least seniority.

It is understood that for the purposes of sub-clauses c) to f) the least senior displaced employee shall also have a lesser seniority.

- c) The displaced employee, as a result of b) above, must then first exercise Board-wide seniority rights within the same salary group, by displacing the employee with the least seniority within the same salary group, provided, in the opinion of the Board, the employee has the required skills, ability, and qualifications with the Board.
- d) Thereafter, if unsuccessful in c) above, the displaced employee will exercise Board-wide seniority rights in the next lower salary group by displacing the employee with the least seniority in this next lower salary group provided in the opinion of the Board the employee has the required skills, ability, and qualifications with the Board.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

15.07

- e) Thereafter, if unsuccessful in d) above, the displaced employee will exercise Board-wide seniority rights in the next lower salary group by displacing the employee with the least seniority in this next lower salary group provided in the opinion of the Board the employee has the required skills, ability, and qualifications with the Board.
- f) Thereafter, if unsuccessful in e) above, the displaced employee will exercise Board-wide seniority rights in one of the next lower salary groups by displacing the employee with the least seniority in the selected salary group, except for Switchboard Operator, provided in the opinion of the Board the employee has the required skills, ability, and qualifications with the Board.
- g) Thereafter, if unsuccessful in f) above, the employee will be laid off.

15.08

Each employee displaced through the procedure outlined in 15.07 above, shall follow the same procedure in order of seniority.

15.09

It is understood that an employee may elect at any stage to take a lay-off rather than exercise bumping rights and shall so notify the Human Resources Department in writing, and the Human Resources Department shall use its best efforts to attempt to place the employee in another position with the Board during the period of lay-off provided in the opinion of the Board the employee has the required skills, ability and qualifications, as outlined in the job posting. A permanent employee shall have recall rights in accordance with Article 15.16. A probationary employee will have the right of recall in accordance with 15.03 ii).

15.10

The termination of seniority for laid off employees will be in accordance with Article 10.04 and recall rights are in accordance with Article 13.01.

15.11

An employee who exercises their rights under Article 15, Lay-off and Recall shall be paid the rate of the position into which they move.

15.12

A surplus employee placed in a position with fewer hours or at a lower job category, shall maintain the right of placement in his/her previous job title should one become available within

the first year of the employee's date of placement. In this case, the Board and the Bargaining Unit agree to waive the requirements of a Job Posting under Article 12.01.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

15.13

It is understood that an employee, may voluntarily elect to accept a position offered by the Board, on a permanent basis, that is less than their status (full-time/part-time; 12 month/11 month/10 month). If the employee makes such a choice, the Board's obligation shall have been met.

15.14

The names of laid-off employees will be added to a casual list of employees and will be given first preference for work. The work that they perform as casual employees will not be deemed to be a recall in accordance with the Collective Agreement.

15.15 – Severance Pay

- i. Employees shall be eligible for severance pay if no job for which they are qualified can be made available to them.
- ii. Employees who elect to take severance pay instead of exercising their bumping rights shall provide written notice to the Executive Officer of Human Resources stating their chosen option.
- iii. Employees will receive severance pay equal to two (2) weeks based on the last rate of pay and last working schedule for every full year of service.
- iv. Employees understand that, upon the receipt of severance pay outlined in clause iii. hereof, their employment with the Halton District School Board has been terminated and that the Halton District School Board has no further obligations.

15.16 - Recall

Recall lists will be maintained for employees affected by the lay-off and such employees shall be recalled in reverse order of lay-off, that is, last employee laid off shall be the first employee to be recalled, provided the employee has the ability to perform the job.

15.17

Recall from lay-off shall be by registered letter sent by the Board to the last recorded address of the employee. The employee shall notify the Board of the intention to return to work within ten (10) days of the date the letter was registered and shall return to work within fifteen (15) days of the date the letter was registered. It is understood that this process will not prevent the Board from meeting its operating requirements by filling the job temporarily with a bargaining unit employee or another employee who is recalled from lay-off.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

15.18

Employees who are laid-off, will be on recall for two (2) years from the date of the lay-off.

15.19

An employee recalled to a job other than the employee's own permanent job shall return to the previous job should it become available within the first year of the employee's date of recall. In this case, the Board and the Bargaining Unit agree to waive the requirements of a Job Posting under Article 12.01.

15.20

It shall be the duty of the employee to notify the Board, in writing, of any change in address. If an employee shall fail to do this, the Board will not be responsible for failure of any notice to reach such employee.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.00.00 – Definitions

- a) A "grievance" shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Collective Agreement, including any question as to whether a matter is arbitrable. The procedures as outlined shall be used.
- b) "Days" shall mean work days unless otherwise indicated.

16.01.00

The authorized representatives of the parties, for the purposes of this Article, shall be: for the Bargaining Unit, the Bargaining Unit President or designate as identified in writing; for the Board, the Director or designate as identified in writing. The Board or Bargaining Unit shall identify, in writing, its authorized representative upon request by either party.

16.02.00

Unless otherwise stipulated herein, or by mutual consent in writing of the parties, a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

ARTICLE 16 - GRIEVANCE PROCEDURE (continued)

16.03.00 – Individual Grievance

16.03.01

It is understood that there is no grievance until the Member has first given the immediate supervisor (e.g. Principal, in the case of Members in schools) an opportunity to adjust the complaint. A Member may initiate a discussion with the immediate supervisor within twenty (20) days from the time when the circumstances giving rise to the grievance were known or should have been known to the Member. A Member may request Bargaining Unit assistance at the meeting with the immediate supervisor. The immediate supervisor's response to the Member shall be given in writing within fifteen (15) days following the aforementioned discussion between the member and immediate supervisor.

16.03.02 – Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor's written reply to the complaint, the Bargaining Unit may submit the grievance to the Executive Officer of Human Resources or designate. The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit, shall have ten (10) days from receipt of the reply from the Executive Officer of Human Resources or designate to submit the grievance to Step 2; failure to do so will result in the grievance being deemed to be withdrawn without prejudice. Where the parties mutually agree, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Executive Officer of Human Resources, or designate.

16.03.03

The grievance shall stipulate the name of the grievor; shall identify the grievor's work location, shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Collective Agreement claimed violated; shall state the relief requested. The grievance shall be signed by an authorized representative of the Bargaining Unit.

16.03.04 – Step 2

Failing resolution of the grievance within ten (10) days of the Executive Officer of Human Resources' or designate's reply to the grievance, the Bargaining Unit may submit the grievance to the Director. The Director shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit shall have twenty (20) days from receipt of the Director's reply to submit the grievance to arbitration, failure to do so will result in the grievance being deemed to be withdrawn without prejudice. Where the parties mutually agree, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Director.

ARTICLE 16 - GRIEVANCE PROCEDURE (continued)

16.03.05

The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a grievor's estate with the written consent of the estate.

16.03.06

The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a retired Member with the written consent of that Member.

16.04.00 – Bargaining Unit Policy Grievance and Board Policy Grievance

16.04.01

The Bargaining Unit or the Board may initiate a policy grievance in accordance with Article 16.00.00. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Collective Agreement claimed violated; shall state the relief requested. In the case of a Bargaining Unit policy grievance, the grievance shall be signed by the President of the Bargaining Unit and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

16.04.02

A policy grievance must be initiated within thirty (30) days from the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Bargaining Unit policy grievance, the grievance shall proceed immediately to the Director, in the case of a grievance initiated by the Board, it shall be forwarded to the President of the Bargaining Unit for resolution.

16.04.03

The reply to the Director, in the case of a Bargaining Unit policy grievance, or the reply of the President of the Bargaining Unit or designate, in the case of a Board policy grievance, shall be made, in writing, within twenty (20) days of receipt of the grievance.

16.04.04

Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Director, or designate, and the President of the Bargaining Unit, or designate, prior to the reply to the policy grievance.

ARTICLE 16 - GRIEVANCE PROCEDURE (continued)

16.04.05

Failing settlement, the grievance may be referred to arbitration by either party within twenty (20) days of the receipt of the reply, in accordance with the criteria and timelines in Article 17.

16.05.00 – Grievance Mediation

16.05.01

At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

16.05.02

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

16.05.03

The expenses for the Mediator shall be shared equally by both parties.

16.05.04

The time limits fixed in the grievance procedure herein and arbitration procedures may be extended by the mutual consent, in writing, of the parties to this Collective Agreement.

ARTICLE 17 - ARBITRATION

17.01

The grievance may be referred to arbitration, only after all steps in the grievance procedure have been exhausted, unless a step has been waived by mutual consent of both parties in writing, through their authorized representatives. The party seeking arbitration shall notify the other party, in writing, of its desire to submit the grievance to arbitration within twenty (20) days of the reply of the Director or the Bargaining Unit President. The notification shall contain the name of the party's appointee to the Board of Arbitration. The recipient party shall, within ten (10) days of receipt of such notification, advise the other party of its appointee to the Board of Arbitration.

17.02

The two (2) appointees shall, within fifteen (15) days of the appointment of the second of them, or at some time mutually agreed upon, appoint a third person, who shall be the Chair. If the recipient party fails to name an appointee, or if the appointees fail to agree upon a Chair within the time limit, the appointment of the Chair shall be made by the Ministry of Labour upon the request of either party. The Board of Arbitration shall hear and determine the grievance and shall issue a binding decision upon the parties and upon any Member affected by it. The decision of a majority shall be the decision of the Board of Arbitration and, if there is no majority, the decision of the Chair shall govern.

17.03

No person shall be appointed as Arbitrator who has been involved in the negotiation of this Collective Agreement or in attempts to settle the grievance.

17.04

Each of the parties will bear the expenses of their appointee and the parties will share equally the expenses of the Chair. All costs related to witnesses called by a party will be paid for by that party.

17.05

The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Collective Agreement.

17.06

The parties may agree, in writing, to seek appointment of a single Arbitrator. Should they be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

ARTICLE 17 - ARBITRATION (continued)

17.07

It is understood that nothing in this Article precludes the Bargaining Unit or Members from addressing letters of inquiry to the Board through the Director.

17.08

Time limits in this Article may be extended by the mutual consent, in writing, of the authorized representatives of both parties.

17.09

The Board considers the processing of a grievance as the normal exercise of a Member's rights. Documentation, indicating a Member's involvement in a grievance or arbitration, shall not be included in the Member's file held by the Board or agent of the Board.

ARTICLE 18 - PARENTING LEAVE

18.00

With the exception of Clause 18.06, all leaves under this Article, as outlined in clauses 18.01-18.05, are leaves of absence without pay.

18.01 - Pregnancy Leave

The Board shall, upon the written request of the employee and receipt of a letter from a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the expected date of delivery, grant or cause to be granted to the employee a Pregnancy Leave.

ARTICLE 18 - PARENTING LEAVE (continued)

18.02

Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. An employee on Pregnancy Leave for the seventeen (17) week period and/or on a Parental Leave for the eighteen (18) week period identified under the Employment Standards Act, shall accumulate seniority during such leave. The Board contributions to benefits will be in accordance with Clause 18.07 during both the Pregnancy Leave and the Parental Leave.

Effective December 31, 2000:

Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. An employee on Pregnancy Leave for the seventeen (17) week period and/or on a Parental Leave for the thirty-five (35) week period identified under the Employment Standards Act, shall accumulate seniority during such leave. The Board contributions to benefits will be in accordance with Clause 18.07 during both the Pregnancy Leave and the Parental Leave.

18.03 - Adoptive Leave

Parental Leave for the purposes of adoption shall be governed by the Employment Standards Act and any amendments thereto. An employee on Adoptive Leave for the seventeen (17) week period and/or on a Parental Leave for the purposes of adoption for the eighteen (18) week period identified under the Employment Standards Act, shall accumulate seniority during such leave. The Board contributions to benefits will be in accordance with Clause 18.07 during both the Adoptive Leave and the Parental Leave.

Effective December 31, 2000:

Parental Leave for the purposes of adoption shall be governed by the Employment Standards Act and any amendments thereto. An employee on Adoptive Leave for the fifteen (15) week period and/or on a Parental Leave for the purposes of adoption for the thirty-seven (37) week period identified under the Employment Standards Act shall accumulate seniority. The Board contributions to benefits will be in accordance with Clause 18.07 during both the Adoptive Leave and the Parental Leave.

ARTICLE 18 - PARENTING LEAVE (continued)

18.04

The Board shall, on the written request of the employee, grant, in addition to the Pregnancy Leave, Adoptive Leave and/or Parental Leave in 19.02 and 19.03 above, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Such extension beyond the leave as outlined above shall be without payment of salary, allowances and fringe benefits. Effective July 1, 1992 the Employee shall accumulate seniority during this leave.

18.05

Employees taking only the Parental Leave for eighteen (18) weeks, in accordance with the Employment Standards Act, shall accumulate seniority during such leave. The Board contributions to benefits will be in accordance with Clause 18.07 during the Parental Leave.

Effective December 31, 2000:

Employees taking only the Parental Leave of thirty-seven (37) weeks, in accordance with the Employment Standards Act, shall accumulate seniority during such leave. The Board contributions to benefits will be in accordance with Clause 18.07 during the Parental Leave.

18.06

A leave of two (2) days with pay, not chargeable to sick leave and one (1) day with pay, chargeable to sick leave may be granted, subject to the approval of the Executive Officer of Human Resources, on the occasion of the birth of an employee's child. The employee shall report the absence through the Board's attendance system.

18.07

The employee may continue participation in benefit plans provided they pay their regular share of the premiums, as if the employee was at work, for the leave periods outlined above, excluding the extended parenting leave.

The Board shall continue to pay the Board's contribution, at the same rate as if the employee was at work, for the benefit plans for the leave periods outlined above, excluding the extended parenting leave, unless the employee provides written notice that the employee does not intend to pay the employee's contribution, if any.

ARTICLE 18 - PARENTING LEAVE (continued)

18.08 – SEB-Plan Effective September 1, 2002

An employee granted a Pregnancy Leave or Adoption Leave pursuant to this Article as specified in Clauses 18.02 and 18.03 which commences on or after September 1, 2000 shall be compensated by the Board under an Human Resources Development Canada (“H.R.D.C.”) approved supplementary benefit plan for the two (2) week waiting period under E.I. at a weekly rate equal to 60% of the employee’s weekly insurable earnings under H.R.D.C. provided that the employee:

- i. is eligible for maternity or adoption leave benefits under E.I. laws and regulations; and
- ii. makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
- iii. the supplementary benefit plan shall be subject to approval by E.I.
- iv. an employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.
- v. the two week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

18.08 SEB-Plan Effective September 1, 2003:

Article 18.08 SEB-Plan

The top-up for Adoptive leave will be 95% of regular salary for the two week waiting period.

Article 18.08.01 SEB-Plan

- a) A employee granted a pregnancy leave pursuant to this Article as specified in clauses 18.02 shall have their EI benefits topped up by the Board as follows:
 - i. For pregnancy leave only, the Board will pay a top-up amount for a maximum 8 week period immediately following the birth of a child.
 - ii. The top-up pay will be 95% of the regular salary for the two week waiting period and the difference between what a employee received from Employment Insurance (EI) and their regular wage for the remaining six weeks.

Article 18.08.01 SEB-Plan (continued)

- iii. To receive pay, the employee must forward to Human Resources, proof of receipt of pay from EI. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking the leave.
 - iv. The eight (8) week period will include the two (2) week waiting period and furthermore, it is not in addition to the 17 week pregnancy leave maximum and 35 week parental leave maximum.
- b) If not eligible for EI, the Employee will be entitled to regular compensation for the employee's accrued sick leave bank for a maximum of six (6) weeks or days accrued in their sick leave bank, whichever is less. Sick leave beyond the six (6) week period will only be granted upon satisfactory medical evidence demonstrating the employee's illness is a direct result of either the pregnancy or birth of the child.
- c) It is understood that an employee's total compensation during the pregnancy leave will not be greater than the total compensation the employee would receive if actively at work during the period of the pregnancy leave.

ARTICLE 19 - VACATIONS WITH PAY

19.01

For the purpose of determining an employee's eligibility for vacation and vacation pay, the vacation year shall be from July 1 to June 30 of the following year.

19.02

- a) Effective July 1, 2003 vacations with pay shall be granted in accordance with 19.02 b) as follows:
 - i. a permanent employee with less than one (1) year's service by July 1 of the vacation year shall receive vacation as provided by the Employment Standards Act;
 - ii. an employee who has completed one (1) year's service with the Board prior to July 1 in any year shall be entitled to two (2) weeks vacation with pay;
 - iii. an employee who has completed two (2) years' service with the Board prior to July 1 in any year shall be entitled to three (3) weeks vacation with pay;
 - iv. an employee who has completed nine (9) years' service with the Board prior to July 1 in any year shall be entitled to four (4) weeks vacation with pay;
 - v. an employee who has completed seventeen (17) years' service with the Board prior to July 1 in any year shall be entitled to five (5) weeks vacation with pay;
 - vi. an employee who has completed twenty-five (25) years' service with the Board prior to July 1 in any year shall be entitled to six (6) weeks vacation with pay.
- b) Effective July 1, 1992, total years of service for vacation purposes as indicated in 19.02 a) shall be calculated as follows:
 - i. years of service as at June 30, 1988 plus
 - ii. actual seniority earned during the period from July 1, 1988 to June 30, 1992 as per seniority calculations in Article 10 of the Collective Agreement, plus
 - iii. years of service earned from July 1, 1992 onward

19.03

One (1) day of holiday is added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas holidays. Payment will be based on the employee's regular working hours.

ARTICLE 19 - VACATIONS WITH PAY (continued)

19.04

Employees who work a twelve (12) month period five (5) days per week will be entitled to annual vacation periods as outlined in clause 19.02.

Employees who work less than a twelve (12) month period and work five (5) days per week or less shall receive a prorated vacation in accordance with the vacation periods as outlined in clause 19.02.

19.05

Christmas, Mid-Winter or Summer vacation breaks when not worked and when paid for, shall be considered as part of the paid annual vacation period.

19.06

The supervisor must approve all requests for time off for vacation. Subject to the needs of the system, such requests shall not be unreasonably withheld.

For 12 month employees vacation shall be taken at those times the facilities are closed during the months of July and August each year. Any exceptions would require the approval of the employee's immediate supervisor.

For employees working less than twelve (12) months, vacations shall first be taken during Christmas and March Break, and all remaining vacation time shall be taken during the school year. Notwithstanding the foregoing, an employee shall be able to make a request as outlined below.

For employees working less than 12 months, the employee may request, with the supervisor's approval, up to a maximum of five (5) days pay in lieu of time off for vacation, in circumstances when time off cannot be arranged during the school year. The request for payment must be made to the Personnel Manager no later than May 31st. In extenuating circumstances, a request can be made to the Personnel Manager for consideration of an increase to the aforementioned five (5) days.

19.07

A maximum of one (1) week's vacation time may be carried over from one (1) year to another, with written approval from the Executive Officer of Human Resources.

ARTICLE 19 - VACATIONS WITH PAY (continued)

19.08

If a statutory holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for such holiday.

19.09

An employee who has either been on leave of absence or lay-off for a period of more than one (1) month or, on sick leave and off the active payroll for more than six (6) months, shall have vacation entitlement under Article 19 hereof prorated in accordance with the amount of time the employee was on the active payroll during the vacation year.

19.10

For purposes of defining seniority, the calculation will be as per Article 10 of the Collective Agreement with the exception of the following:

Employees whose vacation entitlement (based on years of service) is greater than that based on seniority will maintain their credited years of service as of June 30, 1988. From July 1, 1988 on, they will accumulate vacation entitlement based on the seniority calculation only. From July 1, 1992 they will accumulate vacation entitlement based on years of service earned from July 1, 1992 onward.

19.11

Notwithstanding 19.05 to 19.10 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury and such illness or injury is compensable by Workers' Compensation, the vacation of the affected employee will be rescheduled subject to the work requirements of the supervisor. The Executive Officer of Human Resources reserves the right to request proof of illness or injury.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01

The Board shall provide and administer the Group Life Insurance Plan in effect between the Halton District School Board and Maritime Life. The employee shall pay 100% of the costs of coverage.

Optional insurance coverage of one (1) to five (5) times the employee's salary to a maximum of \$300,000 is available at the employee's option.

ARTICLE 20 - EMPLOYEE BENEFITS (continued)

20.02

The Board shall provide, administer and pay one hundred per cent (100%) of the premiums for the Employer Health Tax.

20.03

The Board shall administer and pay one hundred per cent (100%) of the cost of the Extended Health Plan (or equivalent) in effect between the Halton District School Board and the Maritime Life adjusted to include both \$500 hearing care option [every five (5) years] and \$200.00 vision care option [every twenty four (24) months], or other plan with equivalent benefits.

20.04

The Board shall provide, administer and pay one hundred per cent (100%) for the Maritime Life Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental Association schedule of fees for Dental Services provided by General Practitioners or provided by a Dental Specialist where a patient has been referred to the specialist for services not normally provided by the General Practitioner.

20.05

For any employee hired on or after July 1, 1981, benefits described in 21.01 to 21.04 are mandatory except where otherwise provided for in legislation, or where coverage is provided by the employee's spouse/partner. The exclusion for the employee's spouse/partner does not apply to Group Life.

20.06

The Halton District School Board agrees to make such payments and provide such plans provided that there is a full compliance with the insurer's requirement of seventy-five percent (75%) participation in the benefit plans identified in 20.01 to 20.04 inclusive.

20.07

Effective July 1, 1990, an employee shall be eligible for Board contribution to the benefits referred to in this Article on the following basis:

- i. shall be entitled to 100% of Board contributions if the employee's assignment is equal to or greater than twenty-one (21) hours per week;
- ii. shall be entitled to 50% of Board contributions if the employee's assignment is less than twenty-one (21) hours per week.

ARTICLE 20 - EMPLOYEE BENEFITS (continued)

20.08

The Board may change the insurance carrier referenced in Articles 20.01, 20.03 and 20.04 with sixty (60) days notice to the Bargaining Unit President, provided there is equivalent benefit coverage resulting from such change.

20.09

Effective December 1, 1988 the Board shall administer but not contribute to the premiums of a Long Term Disability Income Protection Plan.

Enrolment in such plan shall be mandatory for all Employees eligible according to the insurer who are hired on or after December 1, 1988.

An Employee receiving benefits from this Long Term Disability Income Protection Plan shall:

- a) remain on staff for a period of two (2) years plus an extension of time off;
 - i. up to three (3) years provided the employee's physician provides, annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the employee may return to their regular duties within three (3) years.
 - ii. up to three (3) years provided the employee's physician provides, annually, the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the employee will be able to work at some other occupation within three (3) years.
 - iii. an unspecified amount of time beyond that provided in i. above if approved by the Executive Officer of Human Resources.
- b) be eligible to continue participation in the insured employee benefit plans, with the Board contributions continued to be paid, for the period the employee remains on staff with the Board;
- c) continue to accumulate actual seniority;
- d) have the Employee's retirement gratuity payment based on the salary at the time benefits commence;
- e) provide proof of medical fitness before returning to work. The Executive Officer of Human Resources may require confirmation by a Board appointed medical practitioner.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.01

The regular work week for a full time employee shall be five (5) days per week, Monday to Friday, seven (7) hours per day, exclusive of lunch break, between the hours of 7:30 a.m. and 5:30 p.m. The start and end times will be at a time mutually agreed to by the employee and Principal/Supervisor.

21.02

Scheduled overtime at the rate of time one and one-half (1½) the employee's regular straight time rate of pay will be paid for authorized work performed on behalf of the Board:

- i. in excess of seven (7) hours per day; or
- ii. in excess of thirty-five (35) straight time hours per week; or
- iii. on a Saturday.

21.03

Scheduled overtime at the rate of two (2) times the employee's regular straight time rate of pay will be paid for authorized work performed on behalf of the Board on a Sunday or Statutory Holiday as defined in Article 27.

21.04

All employees will receive a fifteen (15) minute paid break during each half normal work day.

- a) Full time employees shall be entitled to an unpaid one (1) hour lunch break. The lunch hour shall be taken at a time mutually agreed to by the employee and the principal.
- b) All employees will receive a fifteen (15) minute paid break during each half normal workday.

21.05

The Executive Officer of Human Resources is willing to consider individual requests for adjustments to the normal scheduled working hours subject to the needs and requirements of the various locations of the Halton District School Board.

ARTICLE 21 - HOURS OF WORK AND OVERTIME (continued)

21.06

An employee, subject to the work requirements of the supervisor, may take lieu time within a twelve (12) month period of the earning of such time, rather than compensation for overtime worked, on the following basis:

- a) for each hour worked at one and one-half (1½) times the employee's compensation rate, the employee shall receive one and one-half (1½) hours lieu time; and
- b) for each hour worked at two (2) times the employee's compensation rate, the employee shall receive two (2) hours lieu time.

In extenuating circumstances, when accommodation cannot be made for lieu time within the aforementioned twelve (12) month period, arrangements can be made to take the lieu time within a further six (6) month period. Lieu time is not portable from one work location to another, unless agreed to by all parties. Should there be a dispute of the granting of approved lieu time at the end of eighteen months or if an employee is moving to a new work location, the employee may contact the manager of Human Resources who will investigate the situation and if necessary authorize payment for the lieu time.

21.07

In order to ensure overtime worked is "authorized" there shall be a form provided by the Board to track overtime. The form shall be signed by the supervisor and the employee at the time of the request to work overtime. Overtime shall be prearranged except in the case of an emergency. A request for an employee to work overtime shall normally be made twenty four (24) hours in advance.

ARTICLE 22 - SICK LEAVE

22.01 - Eligibility

The cumulative sick leave plan shall apply to all Office/Clerical/Technical Unit staff who are employees of the Halton District School Board, subject to 22.04.

22.02 - Administration of the Plan

Subject to the final authority of the Board, the administration of the plan shall be vested in the Business Services Department. The Human Resources Department shall keep a record of the credits and deductions for each employee and shall provide a statement, in hours, to each employee annually, no later than September 30th, of the state of their credit under the plan.

\

ARTICLE 22 - SICK LEAVE (continued)

22.03 - Final Authority

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials. The application of this clause is grievable by the employee.

22.04 - Sick Leave and Credits

- i. Each employee hired prior to July 1, 1981, shall be entitled to two (2) days (14 hours) of sick leave for each full month worked or, if their work schedule is less than five (5) days but three and one-half (3½) days (24.5 hours) to four and one-half (4½) days (31.5 hours) on a prorated basis. Each seniority employee with a work schedule of twenty-one (21) hours or less hired on or before December 31, 1981 whose work schedule is three (3) days (21 hours) per week, shall be entitled to one (1) day (7 hours) of sick leave for each full month worked or, if the work schedule is two and one-half (2½) days (17.5 hours) per week, shall be entitled to three-quarters (¾) of a day (5.25 hours) of sick leave for each full month worked or, if the work schedule is two (2) days (14 hours) per week, shall be entitled to one-half (½) of a day (3.5 hours) of sick leave for each full month worked, and if the work schedule is less than two (2) days (14 hours) per week, shall not be entitled to sick leave credits.
- ii. For employees hired on or after July 1, 1981, the following will apply: new hires working five (5) days (35 hours) per week will be entitled to two (2) days (14 hours) of sick leave for each full month worked; new hires working less than five (5) days (35 hours) per week but working three and one-half (3½) days (24.5 hours) or more per week will be entitled to one (1) day (7 hours) of sick leave for each full month worked. For seniority employees with a work schedule of twenty-one (21) hours or less hired on or after January 1, 1982, the following will apply: new hires working three (3) days (21 hours) per week will be entitled to one (1) day (7 hours) of sick leave for each full month worked; new hires working less than three (3) days (21 hours) per week shall not be entitled to sick leave.
- iii. For employees, the following will apply, effective July 1, 1984: Employees working thirty-five (35) hours per week will be entitled to two (2) days (14 hours) sick leave for each full month worked;

Employees working less than thirty-five (35) hours per week but equal to or greater than seventeen (17) hours per week shall be entitled to two (2) days sick leave for each full month worked on a prorated basis.

Employees working less than seventeen (17) hours per week shall not be entitled to sick leave.

- iv. Prior to July 1, 1998, at the end of each working year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:

ARTICLE 22 - SICK LEAVE (continued)

22.04 - Sick Leave and Credits (continued)

- a) Employees on a twelve (12) month schedule who have accumulated two hundred and forty (240) days (1680 hours) or less as of June 30, 1981, will be limited to a maximum sick leave accumulation of two hundred and forty (240) days (1680 hours);

Employees on a ten (10) month schedule who have accumulated two hundred (200) days (1400 hours) or less as of June 30, 1981, will be limited to a maximum sick leave accumulation of two hundred (200) days (1400 hours);

- b) Employees hired prior to July 1, 1981, having a sick leave accumulation in excess of two hundred and forty (240) days (1680 hours) if on a twelve (12) month schedule, or having a sick leave accumulation in excess of two hundred (200) days (1400 hours) if on a ten (10) month schedule, will be permitted to have their maximum sick leave accumulation limited to their July 1, 1981 figure as determined by the Human Resources Department;
- c) Eligible employees hired on or after July 1, 1981, shall have their sick leave days limited to a maximum of two hundred and forty (240) days (1680 hours) if on a twelve (12) month schedule, or two hundred (200) days (1400 hours) if on a ten (10) month schedule.

The working year shall start on the first day of July annually for the purpose of this plan.

Effective July 1, 1998:

At the end of each working year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:

- a) Employees will be limited to a maximum sick leave accumulation of two hundred and forty (240) days (1680 hours).

The working year shall start on the first day of July annually for the purpose of this plan.

- v. Each day's absence of an employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account. No employee, however, may draw more than two hundred and forty (240) days (1680 hours) of sick leave if on a twelve (12) month schedule, or two hundred and twenty (220) (1540 hours) days of sick leave if on an eleven (11) month schedule, or two hundred (200) (1400 hours) days of sick leave if on a ten (10) month schedule, from the accumulated sick leave account for any one illness or injury.

ARTICLE 22 - SICK LEAVE (continued)

22.05 - Reporting and Certification of Absences

All absences must be reported immediately by the employee to the supervisor, unless otherwise directed by the supervisor, and reported to the Board's attendance system. Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the supervisor unless the Human Resources Department deems it necessary to ask specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. For absences over three (3) consecutive working days a certificate from a qualified medical or dental practitioner may be requested. For absences exceeding one (1) month, the Board may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments. When the Board requests a doctor's certificate from an employee related to an absence on sick leave for less than three (3) days and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee for the cost of the doctor's certificate.

22.06 - Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.

22.07 - Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the employee for absence beyond the number of days to the employee's credit in the sick leave plan.

22.08 - Transfer of Credits

A Member entering the employ of the Board after July 1, 1992 and coming from a school outside the Halton Board's jurisdiction with a cumulative sick leave plan will be granted their accumulated credits, in an amount not to exceed the credits obtained had the Member been in the Board's employ for the same period. It shall be the responsibility of the Member to make such arrangements as are necessary to place in the hands of the Board a statement of the Member's accumulated credits from the last Board by which the Member was employed.

ARTICLE 23 - RETIREMENT GRATUITY PLAN

23.01 - Eligibility

23.01(A)

Eligibility for retirement gratuity shall be as follows:

- i. Full-time seniority employees on a twelve (12) month schedule working thirty-five (35) hours per week must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years' actual work experience with the Halton District School Board immediately preceding retirement, to become eligible for a retirement gratuity. The Halton District School Board includes all former school boards which constituted the Halton County Board of Education on January 1, 1969;
- ii. Seniority employees on a work schedule less than twelve (12) months and thirty-five (35) hours per week must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years' actual work experience with the Halton District School Board immediately preceding the employee's retirement to become eligible for a retirement gratuity. The Halton District School Board includes all former school boards which constituted the Halton County Board of Education on January 1, 1969. Actual work experience for a seniority employee shall be their total actual work time pro-rated to the total actual work time completed by a five (5) day per week employee over the same period of time;

23.01(B)

An employee must be retiring by reason of age or ill health to be eligible. Retirement for ill health is retirement on pension caused by some permanent disability which prevents the employee from being employed in the employee's usual capacity and is identical to the meaning described in The Ontario Municipal Employee's Retirement System. Retirement by reason of age shall mean retirement at the compulsory age limit as outlined in the Halton District School Board's Retirement Policy or retirement on pension as outlined under the Act or System.

ARTICLE 23 - RETIREMENT GRATUITY PLAN (continued)

23.02 - Amount of Gratuity

- i. The amount of gratuity paid to an eligible employee shall not exceed six (6) months' salary computed on the basic salary (excluding any bonus, overtime payments, etc.) of the last full year for which the employee was employed by the Board provided such payout does not exceed the allowable maximum payout outlined in 23.02 iv.;
- ii. An employee, after meeting the eligibility requirements under 23.01, shall be entitled to a retirement gratuity computed in accordance with the formula set out in 23.02 iii. hereof, subject to 23.02 iv., if the credit in the employee's accumulated sick leave is sufficient, of twenty-five percent (25%) of the last full year's basic salary. This percentage shall increase each consecutive year thereafter by five percent (5%) until a maximum of fifty percent (50%) of the last full year's basic salary is reached provided at no time such gratuity payout exceeds the allowable maximum outlined in 23.02 iv.;
- iii. The amount of the gratuity paid to an eligible employee shall be computed as follows subject to the allowable maximum outlined in 23.02 iv.:

(25 to 50% as determined in 23.02 ii.) X (basic salary of last full year)
X accumulated sick leave to 240 for 12 month employees,

OR X accumulated sick leave to 220 for 11 month employees

OR X accumulated sick leave to 200 for 10 month employees

240 for 12 month employees,
OR
220 for 11 month employees,
OR
200 for 10 month employees.

- iv. The amount of gratuity paid to an eligible employee shall be either the calculation under 23.02 iii. above or as noted below, whichever is the lesser:

EMPLOYEE GROUP

MAXIMUM PAYOUT

OSSTF (O.C.T.U.)

Capped at \$10,000.00

ARTICLE 23 - RETIREMENT GRATUITY PLAN (continued)

23.03 - Method of Payment

- a) The gratuity shall be paid to the retiring employee in no more than two (2) payments, either immediately on retirement and/or January of the year following retirement. Each retiring employee shall advise the Human Resources Department in writing at least six (6) months prior to the retirement date as to the method of payment desired;
- b) The gratuity may be paid, in whole or in part, on the employee's direction and on the employee's behalf, into a registered retirement savings plan;
- c) In the event that a retired employee dies before having received the full retirement gratuity, the balance of the gratuity shall be paid to the widow or widower of the employee or to the heirs at law, or if none exist, to the member's estate;
- d) On the death of an employee of the Board before retirement, a death benefit of an amount equal to the retirement gratuity, (as computed in accordance with the provisions of 23.02 of this Collective Agreement), at the time of death of such employee shall be paid to the widow or widower of the employee or to the heirs at law, or if none exist to the member's estate.

23.04

The Board reserves the right to withhold the payment of the retirement gratuity in the case of any employee who is discharged or caused to resign for reasons which the Board may deem to have moral, legal or professional implications.

ARTICLE 24 - LEAVES OF ABSENCE

24.01

Any employee may be granted a leave of absence without pay if a complete application is forwarded to the Executive Officer of Human Resources through the appropriate official of the Board. Such request must show good and sufficient reason and shall contain the length of the proposed leave including dates of commencement and return from the leave.

24.02

Subject to a minimum notice of three (3) working days being given to the supervisor, an employee may be granted, with the approval of the Executive Officer of Human Resources, for reasonable personal reasons, a leave of absence for up to a maximum of two (2) working days in any one (1) work year. Such absence shall be without pay and without loss in seniority.

ARTICLE 24 - LEAVES OF ABSENCE (continued)

24.03

Subject to a written request to the Executive Officer of Human Resources, at least fifteen (15) days prior to the requested leave, an employee may be granted, for reasonable personal reasons, a leave of absence beyond the two (2) working days in 25.02. Such absence shall be without pay and without loss in seniority.

24.04

Subject to a written request to the Executive Officer of Human Resources of at least three (3) working months prior to the requested leave, an employee may be granted for reasonable personal reasons, a leave of absence for up to a maximum of one year. Such absence shall be without pay and without credit for grid experience, or vacation entitlement. The employee will continue to have access to the benefit plans but there will be no contribution to the premium by the employer. The employee on leave shall indicate, in writing, to the Executive Officer of Human Resources, three working months prior to the end of the leave, whether the employee intends to return to employment at the Board after such leave.

24.05

For each employee returning from a leave of absence of two (2) consecutive years or less, the Board shall return the employee to the same assignment/location held at the time of commencement of the leave, if the position still exists. If the position does not exist, the employee shall be subject to the lay-off and recall procedures in this Collective Agreement.

24.06 - Bereavement Leave

Four (4) days' leave of absence without deduction shall be granted to an employee in the case of the death of an immediate member of the family, or an immediate relative by marriage. An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchildren, spouse/partner, step-father, step-mother, step-sister, step-brother, and step-child. An "immediate relative by marriage" is defined as "mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law". In all other cases one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the Executive Officer of Human Resources or designate.

24.07 - Jury Duty and Subpoena

An employee absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.

ARTICLE 24 - LEAVES OF ABSENCE (continued)

24.08 - Workplace Safety Insurance Plan (WSIB)

Each employee on staff who is injured in the course of duty shall have the Workplace Safety Insurance Plan salary awards supplemented from sick leave account to provide for the payment of full salary. In the event that an employee does not wish to use the sick leave credits to supplement the Workplace Safety Insurance Plan salary award, the employee must give immediate notice in writing to the Human Resources Department. After the expiration of any Workplace Safety Insurance Plan award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established.

NOTE: It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An employee on sick leave shall not be able to earn an amount of income greater than that which was earned while actively at work.

24.09 - Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual employee's control, which merit individual attention, such as extended bereavement, and is subject to the approval of the Executive Officer of Human Resources or designate.

24.10

An employee shall be granted one (1) day with pay and without loss of seniority to attend the post-secondary graduation of the employee's child, spouse or parent and attendance at the employee's own post-secondary graduation.

24.11

An employee shall be granted one (1) day with pay and without loss of seniority to attend the writing of their own post-secondary examinations. A leave of this nature is subject to the approval of the Executive Officer of Human Resources or designate in consultation with the employee's supervisor.

24.12

Every employee is entitled to legitimate absence from duty in any case where, because of exposure to communicable disease, is quarantined or otherwise prevented by the order of the public medical health authorities pursuant to the Public Health Act, from attending upon the employee's duties.

ARTICLE 24 - LEAVES OF ABSENCE (continued)

24.13

Subject to a minimum notice of three (3) work days being given the employee's supervisor, an employee may be granted with the approval of the Executive Officer of Human Resources, a leave of absence for one (1) work day through deduction of sick leave credit in any one (1) school year. This absence may be approved because of extension to bereavement, compassionate leave or for personal business where there is no alternative than on a working day.

24.14 - Emergency

In an emergency situation with approval from the Supervisor, an employee may be granted a leave of absence for one day per year (July 1st to June 30th), charged to sick leave, for a sudden illness of an "immediate member of the family".

24.15 – Religious Holy Days

Subject to the approval of the Executive Officer of Human Resources, or designate, an employee may be granted up to a maximum of three (3) days annually with pay for officially recognized religious holy days. In addition, a maximum of six (6) additional days without pay may be granted for the observance of officially recognized religious holy days.

ARTICLE 25 - HEALTH AND SAFETY PROVISIONS

25.01

It is agreed that both parties will cooperate for the prevention of accidents and promotion of health and safety. The Board will make reasonable provisions for the safety and protection of the health of the employees during the hours of employment.

25.02

It is the responsibility of the employee to report to the immediate supervisor any equipment or working conditions which, in the employee's opinion, is unsafe or hazardous. If any difference of opinion exists between the employee and the immediate supervisor as to the safety or hazardous condition of the equipment or working conditions in question, the supervisor will immediately seek the assistance of the appropriate Superintendent of Education. If no resolution is reached the concern will be forwarded to the Joint Occupational Health and Safety Committee.

25.03

The Board agrees to include representatives of the Bargaining Unit in the membership of a Joint Occupational Health and Safety Committee.

ARTICLE 25 - HEALTH AND SAFETY PROVISIONS (continued)

25.04

Employees requiring the use of safety footwear in the performance of their duties and based on the purchase being pre-approved, the Board agrees to pay upon receipt of proof of purchase up to a maximum of \$100.00 towards the cost of one (1) pair of Board approved safety footwear once every two years, where required by legislation or approved by the Manager of Human Resources in consultation with the Co-ordinator of Occupational Health and Safety Committee.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

26.01

The Board and the Bargaining Unit shall form a Professional Development Committee to review the training and professional development needs of the employees within the Bargaining Unit with a view to developing a system of on-the-job training, including provisions for adapting successfully to new technology.

- a) There shall be one (1) Board Wide Professional Development Day scheduled each year for all employees of the Bargaining Unit. The cost for this Professional Development Day shall be paid by the Board from the Professional Development Fund as established in Article 26.02.

26.02

Professional development monies of not less than fifteen thousand dollars (\$15,000) per school year will be made available by the Board to be used for Professional Development of the members covered by this Collective Agreement.

- a) The allocation of such funds shall be subject to the terms of reference of the Professional Development Committee and shall be administered by the Executive Officer of Human Resources.
- b) Request for approval of attendance at conferences shall be submitted to the Executive Officer of Human Resources.
- c) The expense of such conference attendance shall be approved for payment by the Board upon submission of receipts by the employee in accordance with the terms of reference.

26.03

Any monies not used by the Bargaining Unit for Professional Development Activities in a year, shall be rolled over and added to the next year's allotment.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT (continued)

26.04

There shall be a representative of the Bargaining Unit on the committee that sets the school calendar for the year.

ARTICLE 27 - STATUTORY HOLIDAYS

27.01 (A)

The Board recognizes the following holidays for all twelve (12) month employees subject to 27.02:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Heritage Day (if proclaimed as a statutory holiday by the
Federal Government and is a school holiday)

27.01 (B)

The Board recognizes the following holidays for all ten (10) month employees subject to 27.02:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Heritage Day (if proclaimed as a statutory holiday by the
Federal Government and is a school holiday)

27.02

The above holidays in 27.01 (A) or (B) shall be granted with pay to the appropriate employees, provided the employee is not on leave of absence or lay-off when a recognized holiday falls

under this Collective Agreement and the employee is at work their full regularly scheduled work day prior to and their full regularly scheduled work day following the day of the holiday.

ARTICLE 27 - STATUTORY HOLIDAYS (continued)

27.03

In lieu of Remembrance Day, one (1) additional holiday for seniority employees. This additional day is to be taken during the Christmas holidays. Payment will be based on the employee's regular working hours.

ARTICLE 28 - EMPLOYEE RELATIONS COMMITTEE

28.01

There shall be an Employee Relations Committee consisting of up to three (3) members appointed by the Board and up to three (3) members appointed by the Bargaining Unit.

28.02

The committee shall meet as required at the request of either Party to discuss matters of common concern.

ARTICLE 29 - DEFERRED SALARY LEAVE

29.01

Members will have access to a deferred leave plan process established through Board Policy.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30.01

When a technological change, which the Board deems requires additional skills, is introduced into the workplace, the Board shall provide the members (s), directly affected by such technological change, with training.

It is the intent of the Board to consult with the Bargaining Unit, of its intention to introduce technological changes that would affect the Office, Clerical, Technical (O.C.T. U.) employees.

ARTICLE 31 - COLLECTIVE AGREEMENT

31.01

The Union and the Board desire every employee to be familiar with the provisions of this Collective Agreement and the rights and obligations under it.

For this reason, an electronic copy will be provided to every employee and sufficient quantities of the Collective Agreement shall be printed to provide every employee with a copy. The cost to be shared on a fifty-fifty (50-50) basis between the Union and the Board. The Board and the Union will agree to the number of copies to be printed.

ARTICLE 32 - TRAVEL ALLOWANCE

32.01

An employee who is required to travel between two or more schools or other travel on approved Board business will be paid the travel allowance according to Board policy.

ARTICLE 33 - CO-OP STUDENTS

33.01

At the Union's request, the Board agrees to share with the President of the Bargaining Unit, co-op student placements which occur within the school office(s)/work locations where the Bargaining Unit employees are employed.

33.02

Where there is a concern over the co-op student(s) activities that may impact on Bargaining Unit work, that cannot be rectified by the school's administration, the President of the Bargaining Unit will contact the Executive Officer of Human Resources. The Executive Officer of Human Resources or designate will convene a meeting with representatives from the work site and appropriate administrative staff in order to attempt to alleviate the concern.

ARTICLE 34 - MEDICAL PROCEDURES

34.01

Normally, the Principal will seek the voluntary assistance of the staff in administering medication and/or in performing any medical/physical procedure, however, in the event of a medical emergency, staff will perform such procedures as are necessary for the safety and well-being of the child.

ARTICLE 34 - MEDICAL PROCEDURES (continued)

34.02

Any suspicion of a communicable condition or disease shall be reported to the administration. However, it is not part of the regular duties and responsibilities of the employee to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 35 - ITINERANT EMPLOYEES

35.01

Itinerant employees, who are assigned by the Board to more than one work location in a school day, shall have a home location assigned. In addition, the Itinerant employees will have travel time allocated exclusive of the lunch break for travel between their assigned work locations.

ARTICLE 36 – NO DISCRIMINATION

36.01

The Halton Board and the Union agree that:

- i.) No employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organization.
- ii.) There shall be no discrimination or harassment practiced, by either party, by reason of an employee's membership or activity in the Union.
- iii.) There shall be no discrimination practiced by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, same-sex partner status, age, marital status, family status, handicap and, in the case of employment, record of offences.

ARTICLE 37 - JUST CAUSE

37.01

No Member shall be disciplined without just cause. Discipline may include demotion, transfer, suspension, discharge, or withholding of salary.

37.02

Each employee shall be provided, in writing, with any notation of derogatory or disciplinary action which is to be placed on the employee's employment record. Such notice shall be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action and such notice will be acknowledged by the employee by signed receipt. The President of the Bargaining Unit shall be notified at the same time, by electronic mail, that the employee has received a derogatory or disciplinary notation. An employee may submit a written reply to a derogatory or disciplinary notation for inclusion in their employee file.

37.03

An employee is entitled, prior to the imposition of suspension or discharge, to be notified at a meeting with the Board, the reasons for considering such action. The Board shall inform the employee, prior to the meeting, of the member's right to have the Bargaining Unit President or designate present at such meeting. The Bargaining Unit President shall be informed of the meeting.

ARTICLE 38 – DEFINITIONS

| | |
|--------------------------------|--|
| Bargaining Unit | shall mean the Office, Clerical and Technical Unit, Ontario Secondary School Teachers' Federation (O.S.S.T.F.), District 20, Halton. |
| Board/Employer | shall mean the Halton District School Board. |
| Collective Agreement/Agreement | shall mean this Office, Clerical and Technical Unit Collective Agreement. |
| Full Time Employee: | shall mean an employee who works thirty-five (35) hours/week for either twelve (12), eleven (11) or ten (10) months of the year. [A ten (10) month elementary employee shall work an additional five (5) days the week prior to the commencement of the next school year.] |
| Itinerant Employee | shall mean an employee who is assigned by the Board to more than one work location in a school day. |
| Part Time Employee: | shall mean an employee who works less than thirty-five (35) hours/week for either twelve (12), eleven (11) or ten (10) months of the year. [A ten (10) month elementary employee shall work an additional five (5) days the week prior to the commencement of the next school year.] |
| Union | shall mean the Ontario Secondary School Teachers' Federation. |
| Work Week: | shall mean seven (7) hours/day, exclusive of lunch break, Monday to Friday for full time employees. |

ARTICLE 39 - WAGE SCHEDULE

39.01 Effective September 2, 2002 – August 31, 2002, the wage rates set forth as follows will apply:

| <u>GROUP</u> | <u>JOB TITLE</u> | <u>Start</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|--------------|--|--------------|---------------|---------------|---------------|
| 1 | Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician | 18.35 | 19.28 | 20.25 | 21.25 |
| 2 | Senior Secretary-Elementary Schools | 17.78 | 18.66 | 19.60 | 20.59 |
| 3 | Repair Technician Senior Secretary – Syl Apps. | 17.18 | 18.06 | 18.95 | 19.90 |
| 4 | Senior Accounting Clerk Senior Secretary – Adult and Continuing Education Senior Secretary – Secondary | 16.60 | 17.43 | 18.29 | 19.22 |
| 5 | Guidance Secretary – Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary – Special Education | 16.01 | 16.81 | 17.64 | 18.54 |
| 6 | Education Library Technician/Cataloguer Secretary – IPRC/Psychological Services Secretary - Facility Services Secretary - School Services (includes General Sec. - Secondary) Secretary – Secondary Schools | 15.41 | 16.17 | 17.00 | 17.84 |
| 7 | Accounts Payable Clerk Intermediate Cataloguer General Secretary - Elementary Schools Video Acquisitions/Cataloguer | 14.82 | 15.56 | 16.35 | 17.16 |
| 8 | Accounts Payable Clerk Education Services Clerk General Secretary - Special Education Media Clerk Print Clerk/Key Operator Print/Mail Clerk Purchasing Clerk Registration Secretary - Con. Ed. Shipper/Receiver/Mailroom Clerk | 14.23 | 14.95 | 15.70 | 16.49 |
| 9 | Secretary – Construction and Facilities Maintenance | 13.66 | 14.34 | 15.06 | 15.81 |
| 10 | Clerk Typist - Centres Switchboard/Receptionist | 13.07 | 13.72 | 14.40 | 15.12 |

ARTICLE 39 - WAGE SCHEDULE (continued)

39.02 Effective September 1, 2003 – December 31, 2003, the wage rates set forth as follows will apply:

| <u>GROUP</u> | <u>JOB TITLE</u> | <u>Start</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|--------------|--|--------------|---------------|---------------|---------------|
| 1 | Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician | 18.85 | 19.81 | 20.81 | 21.83 |
| 2 | Senior Secretary-Elementary Schools | 18.27 | 19.17 | 20.14 | 21.16 |
| 3 | Repair Technician Senior Secretary – Syl Apps. | 17.65 | 18.56 | 19.47 | 20.45 |
| 4 | Senior Accounting Clerk Senior Secretary – Adult and Continuing Education Senior Secretary - Secondary | 17.06 | 17.91 | 18.79 | 19.75 |
| 5 | Guidance Secretary – Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary – Special Education | 16.45 | 17.27 | 18.13 | 19.05 |
| 6 | Education Library Technician/Cataloguer Secretary - Facility Services Secretary – IPRC/Psychological Services Secretary - School Services (includes General Sec. - Secondary) Secretary – Secondary Schools | 15.83 | 16.61 | 17.47 | 18.33 |
| 7 | Accounts Payable Clerk Intermediate Cataloguer General Secretary - Elementary Schools Video Acquisitions/Cataloguer | 15.23 | 15.99 | 16.80 | 17.63 |
| 8 | Accounts Payable Clerk Education Services Clerk General Secretary - Special Education Media Clerk Print Clerk/Key Operator Print/Mail Clerk Purchasing Clerk Registration Secretary - Con. Ed. Shipper/Receiver/Mailroom Clerk | 14.62 | 15.36 | 16.13 | 16.94 |
| 9 | Secretary – Construction and Facilities Maintenance | 14.04 | 14.73 | 15.47 | 16.24 |
| 10 | Clerk Typist - Centres Switchboard/Receptionist | 13.43 | 14.10 | 14.80 | 15.54 |

ARTICLE 39 - WAGE SCHEDULE (continued)

39.03 Effective January 1, 2004, the wage rates set forth as follows will apply:

| <u>GROUP</u> | <u>JOB TITLE</u> | <u>Start</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|--------------|--|--------------|---------------|---------------|---------------|
| 1 | Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician | 18.94 | 19.91 | 20.91 | 21.94 |
| 2 | Senior Secretary-Elementary Schools | 18.36 | 19.27 | 20.24 | 21.27 |
| 3 | Repair Technician Senior Secretary – Syl Apps. | 17.74 | 18.65 | 19.57 | 20.55 |
| 4 | Senior Accounting Clerk Senior Secretary – Adult and Continuing Education Senior Secretary - Secondary | 17.15 | 18.00 | 18.88 | 19.85 |
| 5 | Guidance Secretary – Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary – Special Education | 16.53 | 17.36 | 18.22 | 19.15 |
| 6 | Education Library Technician/Cataloguer Secretary – Facility Services Secretary – IPRC/Psychological Services Secretary – School Services (includes General Sec. - Secondary) Secretary – Secondary Schools | 15.91 | 16.69 | 17.56 | 18.42 |
| 7 | Accounts Payable Clerk Intermediate Cataloguer General Secretary - Elementary Schools Video Acquisitions/Cataloguer | 15.31 | 16.07 | 16.88 | 17.72 |
| 8 | Accounts Payable Clerk Education Services Clerk General Secretary - Special Education Media Clerk Print Clerk/Key Operator Print/Mail Clerk Purchasing Clerk Registration Secretary - Con. Ed. Shipper/Receiver/Mailroom Clerk | 14.69 | 15.44 | 16.21 | 17.02 |
| 9 | Secretary – Construction and Facilities Maintenance | 14.11 | 14.80 | 15.55 | 16.32 |
| 10 | Clerk Typist - Centres Switchboard/Receptionist | 13.50 | 14.17 | 14.87 | 15.62 |

ARTICLE 39 - WAGE SCHEDULE (continued)

39.05

Steps as shown in Clauses 39.01, 39.02, 39.03 and 39.04 are as follows::

Step 1 - First anniversary date of a seniority employee's starting date.

Step 2 - Second anniversary date of a seniority employee's starting date.

Step 3 - Third anniversary date of a seniority employee's starting date.

39.06

The Board reserves the right to withhold scheduled increment subject to two (2) months' notice, if the employee's performance is not, in the opinion of the Executive Officer of Human Resources, up to the Board's standards.

ARTICLE 40 – SUPERVISION RESPONSIBILITIES

40.01

It is not the intent of the Board for any OCTU member to be responsible for the appraisal and growth process for another OCTU member.

ARTICLE 41 – CRIMINAL RECORDS CHECK

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

41.02 The Board shall ensure all records and information obtained pursuant to Regulation 521/01 shall be stored in a secure manner that provides for confidentiality and privacy for employees.

41.03 The Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations or for the purpose of recommending disciplinary action against the employee.

ARTICLE 42 - TERM OF AGREEMENT

42.01

This Collective Agreement signed and entered into as of the 3rd day of June, 2003 will be effective from the 1st of September, 2003, until the 31st of August, 2004, and shall continue automatically thereafter for annual terms of one (1) year, unless notice is given in writing by either party of their intention to modify, amend or terminate this Collective Agreement within the ninety (90) day period immediately preceding the date of termination of said Collective Agreement.

42.02

If either party does give such notice, the parties will endeavour to commence negotiations within fifteen (15) days after the giving of such notice or within such longer time as may be mutually agreed upon.

42.03

If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Collective Agreement or the making of a new Collective Agreement prior to the current expiry date, this Collective Agreement shall continue in full force and effect until a new Collective Agreement is signed between the parties or until conciliation proceedings under the Ontario Labour Relations Act have been completed, whichever date occurs the earlier.

42.04

Changes may be made in this Collective Agreement by mutual agreement in writing, at any time during the existence of this Collective Agreement.

ARTICLE 42 - TERM OF AGREEMENT (continued)

42.05

In witness whereof each of the parties hereto has caused this Collective Agreement to be signed by their duly authorized representatives this 3rd day of June, 2003.

For The Halton District School Board

Signed:

Dusty Papke

Director of Education

Dawn Beckett-Morton

Executive Officer of Human Resources

Sheila Gore

Manager of Human Resources

Debbie DeBoer

Manager of Human Resources

Teresa Mariella

Human Resources Administrator

For The Halton District School Board
O.S.S.T.F. (O.C.T.U.)

Signed:

Debbie Majka

President, O.S.S.T.F. (O.C.T.U.)

Lori Shrive

Member, O.C.T.U. Negotiating Committee

Ruth Hunt

Member, O.C.T.U. Negotiating Committee

Pat Edwards

Member, O.C.T.U. Negotiating Committee

Bev Wilson

Executive Assistant, O.S.S.T.F., Provincial

**Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation representing the Office, Clerical,
Technical Unit
(hereinafter referred to as the “Bargaining Unit”)**

RE: Employee to be Red Circled

The parties agree that notwithstanding Article 39, the following employee will be red circled at the present rate of salary and there would be no further adjustments, including step increases or economic adjustments, until such time as they leave their current position or the salary for the position catches up or supercedes the salary held by the employee in the position, at which time the employee shall no longer be red circled and shall be placed on the new salary grid. Following placement on the new salary grid the employee shall move through the increment steps of the grid in accordance with their appropriate increment date.

| Employee | Position | Current Maximum Wage |
|---------------|-------------------|----------------------|
| Lambert, Rick | Repair Technician | \$22.09 |

Dated at Burlington this 3rd day of June 2003.

FOR THE HALTON DISTRICT SCHOOL BOARD

FOR THE UNION

Dusty Papke

Debbie Majka

Dawn Beckett-Morton

Bev Wilson

Sheila Gore

Ruth Hunt

Debbie DeBoer

Lori Shrive

Teresa Mariella

Pat Edwards

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)

and
The Ontario Secondary School Teachers’ Federation representing the
Office, Clerical and Technical Unit
composed of Members employed by the Board
(hereinafter referred to as the “Bargaining Unit”)

Professional Development

The Board and the Union agree to meet within three (3) months of ratification of this collective agreement to:

1. Update the Board Procedures re: Terms of Reference of the Professional Development Committee.
2. Update the Board Procedures re: Conferences, Workshops, Seminars, etc.

The committee shall complete the above task within three months of their first meeting.

The above committee shall consist of three members of the Union, appointed by the Union and three members of the Board appointed by the Board.

Dated at Burlington this 3rd day of June 2003.

FOR THE HALTON DISTRICT SCHOOL BOARD

FOR THE UNION

Dusty Papke

Debbie Majka

Dawn Beckett-Morton

Bev Wilson

Sheila Gore

Ruth Hunt

Debbie DeBoer

Lori Shrive

Teresa Mariella

Pat Edwards

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the "Board")

and
The Ontario Secondary School Teachers' Federation representing the
Office, Clerical and Technical Unit
composed of Members employed by the Board
(hereinafter referred to as the "Bargaining Unit")

RE: Benefits Committee

The undersigned representatives of both the Board and the Union understand that:

The parties agree to continue participating in the Benefits Committee in order to provide the parties with an opportunity to review existing benefit plans.

The areas that will be included in the review (but not limited to) will be the existing benefit coverage, the industry trends and cost efficiencies.

The committee will also examine ways to educate staff about effective cost utilization of the benefit programs.

Dated at Burlington this 3rd day of June 2003.

FOR THE HALTON DISTRICT SCHOOL BOARD

FOR THE UNION

Dusty Papke

Debbie Majka

Dawn Beckett-Morton

Bev Wilson

Sheila Gore

Ruth Hunt

Debbie DeBoer

Lori Shrive

Teresa Mariella

Pat Edwards

**Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation representing the Office, Clerical,
Technical Unit
(hereinafter referred to as the “Bargaining Unit”)**

RE: In Absence of Administrator/Supervisor

A Committee will be established to review the expectations of the OCTU members in elementary and secondary schools in the absence of an Administrator/Supervisor.

The Committee will be made up of equal representation from the Board and the Bargaining Unit.

The work of this Committee will be completed by the end of December 2003.

Signed at Burlington this 3rd day of June 2003.

FOR THE HALTON DISTRICT SCHOOL BOARD

FOR THE UNION

Dusty Papke

Debbie Majka

Dawn Beckett-Morton

Bev Wilson

Sheila Gore

Ruth Hunt

Debbie DeBoer

Lori Shrive

Teresa Mariella

Pat Edwards