

Collective Agreement

Between

Halton District School Board

and

Ontario Secondary School Teachers
Federation, District 20
Office, Clerical, Technical Unit

Begins:
09/01/2004

Terminates:
08/31/2008

12230 (04)

Source:
Employees:
Received by:
Date: 12/27/2006

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ARTICLE 1 - INTENT AND PURPOSE

1.01

This Collective Agreement is entered into by the parties hereto in order to provide for 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 Local 1973, 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**.

Effective September 1, 2006

The Board recognizes the Ontario **Secondary** School Teachers' Federation ("OSSTF") as the bargaining agent for all office, clerical and technical employees, including Casual/Supply OCT 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 V i 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, non-OCTU **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 ~~options~~, 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.

ARTICLE 6 - UNION REPRESENTATION/RELEASE (continued)

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 notice ~~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 notice ~~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 and the Board will cover the costs for the replacement employee.
- c) The Board shall grant a full year's leave of absence either full time, or halftime 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 June 15th of the proceeding year. The Bargaining Unit shall reimburse the employer for all costs associated with the employee replacing the individual on leave. Such costs shall include the replacement employee's actual salary benefit costs including vacation entitlement, and other statutory benefits if such costs are applicable.
- 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.

ARTICLE 6 - UNION REPRESENTATION/RELEASE (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 **hired** including when the employee is scheduled to complete their probation **period**, promoted, demoted **transferred**, will be laid **off**, is **recalled**, is put on review, **or whose** employment is terminated.
- c) The Board will provide the Bargaining Unit President with a copy of any disciplinary letter given to a member within five (5) working days of the issue of such letter(s) as long as the employee **gives** approval for the release.

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.

9.03

An employee ~~shall~~ be entitled, upon **quest**, 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** my change in employment ~~status~~ or disciplinary ~~matters~~ regarding **an employee**.

9.06

An employee shall have the right to request the removal **of** any ~~written~~ communication with **an** employee **concerning** derogatory or disciplinary **action** 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 OCTU 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.

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.

ARTICLE 10 – SENIORITY (continued)

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.

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) working 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 ~~rankings 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~~.

10.09

~~Within~~ three (3) months of the ~~ratification~~ of the agreement for the purpose of the seniority ~~list~~, all ties shall be broken by a) Board experience, b) by lot.

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**.

Upon successful completion of the probationary period, the member **will** be designated as permanent.

11.02

A temporary vacancy will exist when:

- i) a position is vacated by a member for a **specified** time frame due **to** a leave of absence or temporary placement in another position; **or**
- ii) **allocations** to a **school** increase or **decrease** resulting in a two day or **less** vacancy; or
- iii) a vacancy is **created** for a project or due to temporary or targeted **funding** for a **period** of not **greater** than one year.

The Board **shall** **inform** the Bargaining Unit President when vacancies are created under ii) and iii) and the **reasons** therefore.

ARTICLE 12 - JOB POSTING

12.01

The Board ~~shall~~ electronically **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. The Board shall **notify** the Bargaining Unit President when the vacancy cannot be posted within 10 working days.

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 **p u p** 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.

Effective January 1, 2007

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) consider applications from the Casual/Supply OCT List, if there are no qualified candidates, then
- v) 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.

ARTICLE 12 - JOB POSTING (continued)

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).

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 OCTU applicants will be made available to the President of the Bargaining Unit or designate.

12.15

The Board will communicate the name of the successful candidate for a posting to the President of the Bargaining Unit within five (5) working days.

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 12 - JOB POSTING (continued)

12.17

- a) Seniority employees currently in a temporary position will not be eligible to apply to temporary vacancies whose term overlaps with the current temporary position, unless it is for a promotional opportunity.
- b) Where an employee has accepted two consecutive temporary postings to a lateral position, the employee must return to their permanent position or have accepted an alternative permanent position. The employee may not apply to another lateral temporary vacancy within a one (1) year period.
- c) The immediate vacancy created by an employee accepting a temporary vacancy shall be filled in accordance with Article 12. Subsequent resulting vacancies may be filled at the discretion of the Board.

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.

ARTICLE 13 –TRANSFER (continued)

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. 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.

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.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

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) **working** 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**.

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.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

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.

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.

ARTICLE 15 - MY-OFF AND RECALL (continued)

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 p u p~~ by displacing the employee with the least seniority in this next lower ~~salary p u p~~ provided in the opinion of the Board the employee has the required skills, ability, and qualifications with the Board.
- e) Thereafter, if unsuccessful in d) above, the displaced employee ~~will~~ exercise Board-wide seniority rights in the next lower ~~salary p u p~~ 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.

ARTICLE 15 -LAY-OFF AND RECALL (continued)

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 mother 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.

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.

ARTICLE 15 - LAY-OFF AND RECALL (continued)

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 being 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 offered a vacancy. The vacancy shall be offered ~~within~~ their Same job title provided the employee is **willing** and able before any permanent member of the Bargaining Unit shall have the ~~opportunity~~ to ~~increase~~ hours of work on either a permanent or temporary basis.

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.

15.18

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

ARTICLE 15 - LAY-OFF AND RECALL (continued)

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 ~~from~~

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 contribution 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 a 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.

ARTICLE 18 - PARENTING LEAVE (continued)

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) An 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.
 - iii. To receive pay, the employee ~~must~~ forward to **Human Resources**, proof of receipt of pay from EX. 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 19.02c)~~ 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.

ARTICLE 19 -VACATIONS WITH PAY (continued)

19.02 (continued)

- b) Effective July 1, 2006 for twelve (12) month employees and effective July 1, 2007 for ten (10) month and eleven (11) month employees **vacations** with pay **shall** be **granted** in accordance with 19.02c) 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 eight (8) 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 **sixteen** (16) 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-four (24) years' **service** with the Board prior to July 1 in any year shall be entitled to six (6) weeks vacation with pay.
- c) Effective July 1, 1992, total years of **service** for **vacation purposes** as indicated in 19.02a) **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 Manager of Human Resources ~~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.

Effective July 1, 2006 the supervisor ~~must~~ approve all requests for paid time off for vacation for twelve or eleven month employees and unpaid time off for vacation purposes for ten month employees. ~~Subject~~ to the needs of the system, such requests shall not be unreasonably withheld.

ARTICLE 19 - VACATIONS WITH PAY (continued)

19.07

A maximum of one (1) week's vacation time may be carried over from one (1) year to another, with approval of their **Superintendent/Principal/Supervisor** and written **notification** to the Manager of Human Resources by June 1st.

Effective with the 2006/2007 vacation year employees **will** have the option of carrying forward **one (1) week** vacation as described above, or by **notifying** the Manager of **Human Resources** by May 1st of the school year, for the payout of **a maximum of one (1) week** vacation. Such payout will occur on the final pay of June.

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 **d o n** 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

In the event of the death of **an** immediate family member as defined in Article 24.06 during a Member's scheduled **Vacation time**, the **Member** may **request** in **writing** to the Manager of **Human Resources**, consideration to replace vacation time **lost as** a result of bereavement. Such **request** shall not be unreasonably withheld. Any vacation time replaced **shall** be credited to the **Member** for **use** at a future vacation period.

ARTICLE 19 - VACATIONS WITH PAY (continued)

19.12

If a Member is hospitalized for ~~reasons~~ of illness or ~~injures~~ and such illness or injury is ~~certified by~~ a medical physician or licentiate of dental ~~surgery~~ and the ~~period~~ of hospitalization and recuperation is for ~~more than five~~ **(5)** consecutive days during the Member's vacation ~~period~~, the Member may request in writing ~~to~~ the Manager of Human Resources, to substitute sick leave ~~credits, as~~ provided in Article 22, for the equivalent number of days of vacation. Such request shall not be unreasonably withheld. The vacation days ~~shall~~ be credited to the Member for use at a future vacation ~~period~~.

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 Manulife. The employees 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.

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 Manulife 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.

The Board ~~will~~ increase the level of extended health care benefits as follows:

Effective September **1, 2005:**

Vision Care increased to a maximum of \$250 every 24 months, and

~~Hearing~~ Care increased to a maximum of \$1000 every 36 months.

Effective September 1, 2006:

Vision Care increased to a maximum of \$275 every 24 months.

Effective September **1, 2007:**

Vision Care increased to a maximum of \$300 every 24 months.

ARTICLE 20 - EMPLOYEE BENEFITS (continued)

20.04

The Board shall provide, administer and pay one hundred **per** cent (100%) for the Manulife 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**

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.

ARTICLE 20 - EMPLOYEE BENEFITS (continued)

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 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 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 authorized for work performed on ~~behalf of~~ the Board on a Sunday or ~~Statutory~~ Holiday as defined in Article 27.

21.04

- 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/supervisor, and be ~~free~~ from work responsibilities.
- 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, will take lieu time ~~within~~ in the school year in which the lieu time is earned, rather ~~than~~ compensation for overtime worked, on the following basis:

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

Lieu time is not portable from one work ~~location~~ to another, unless ~~agreed~~ to by all parties. Should the lieu time not be able to be granted in time off ~~with in~~ in the school year or if **an** employee is moving to a **new** work location, the Supervisor **will** contact the Manager of Human Resources to authorize payment for the lieu time where *required*.

21.07

The exception to clause 21.06 will be for work sites that have extra clerical **days**. If the Principal **requires** **an** employee to work overtime that **is** covered by **extra** clerical **days**, payment for overtime ~~can~~ be approved by the principal.

21.08

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 OCTU staff who **are** employees of the Halton District School Board, subject to 22.04.

22.02 - Administration of the Plan

Subject to ~~d e~~ 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 ~~prated~~ 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 24.02. 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 stepchild. 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. Spouse includes a common-law and/or same-sex partner.

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.

24.09.01

Unpaid Family **Medical** Leave **shall** be **granted** in accordance with the provisions of the Employment **Standards Act**. Family **Medical** Leave is defined by the legislation as a leave taken for the purpose of *caring* for or **supporting** a family member (**as** defined by the **Act**), who is gravely ill with a significant risk of death ~~within~~ 26 weeks.

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.

ARTICLE 24 - LEAVES OF ABSENCE (continued)

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.

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 notification to the Principal/Supervisor, ~~an~~ employee may be **granted** a leave of absence for one day ~~per~~ year, charged to sick leave, for a sudden illness of ~~an~~ "immediate member of the family" ~~as~~ identified in Clause **24.06** subject to the approval of the Executive Officer of Human Resources.

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.

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-
- d) For an Elementary school, with a single **secretary** who is attending a professional development opportunity approved under this clause, the replacement employee cost **can** be charged against the PD funds **as outlined** in **26.02** above. Such coverage should not be **used** for the Board approved OCTU Professional Development Day.

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

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)

ARTICLE 27 - STATUTORY HOLIDAYS (continued)

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.

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.

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 1, 2004 – August 31, 2005, 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>
I	Buyer Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician	19.32	20.31	21.33	22.38
2	Senior Secretary-Elementary Schools	18.73	19.66	20.64	21.70
3	Repair Technician Senior Secretary - Syl Apps.	18.09	19.02	19.96	20.96
4	Senior Accounting Clerk Senior Secretary - Adult and Continuing Education Senior Secretary - Secondary	17.49	18.36	19.26	20.25
5	Guidance Secretary - Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset operator Rental Coordinator Senior Secretary - Special Education	16.86	17.71	18.58	19.53
6	Education Library Technician/Cataloguer Secretary - IPRC/Psychological Services Secretary - Facility Services Secretary - School Services (includes General Sec. - Secondary) Secretary - Secondary Schools	16.23	17.02	17.91	18.79
7	Accounts Payable Clerk Intermediate Cataloguer General Secretary - Elementary Schools Video Acquisitions/Cataloguer	15.62	16.39	17.22	18.07
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	14.98	15.75	16.53	17.36
9	Secretary - Construction and Facilities Maintenance	14.39	15.10	15.86	16.65
10	Clerk Typist - Centres Switchboard/Receptionist	13.77	14.45	15.17	15.93

ARTICLE 39 -WAGE SCHEDULE(continued)

39.02 Effective September 1, 2005 – August 31, 2006, the wage rates set forth as follows will apply:

GROUP	JOB TITLE	Start	Step 1	Step 2	Step 3
1	Buyer Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician	19.79	20.80	21.84	22.92
2	Senior Secretary-Elementary Schools	19.18	20.13	21.13	22.23
3	Repair Technician Senior Secretary- Syl Apps.	18.52	19.48	20.44	21.46
4	Senior Accounting Clerk Senior Secretary - Adult and Continuing Education Senior Secretary - Secondary	17.91	18.80	19.73	20.74
5	Guidance Secretary - Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary - Special Education	17.27	18.14	19.02	20.00
6	Education Library Technician/Cataloguer Secretary - Facility Services Secretary - IPRC/Psychological Services Secretary - School Services (includes General Sec. - Secondary) Secretary - Secondary Schools	16.62	17.43	18.34	19.24
7	Accounts Payable Clerk Intermediate Cataloguer General Secretary- Elementary Schools Video Acquisitions/Cataloguer	15.99	16.78	17.64	18.50
8	Accounts Payable Clerk Education Services Clerk General Secretary- Special Education Media Clerk Print Clerk/Key Operator Print/Mail Clerk Purchasing Clerk Registration Secretary - Cod. Ed. Shipper/Receiver/Mailroom Clerk	15.34	16.13	16.93	17.78
9	Secretary- Construction and Facilities Maintenance	14.74	15.46	16.24	17.05
10	Clerk Typist - Centres Switchboard/Receptionist	14.10	14.80	15.53	16.31

ARTICLE 39 - WAGE SCHEDULE (continued)

39.03 Effective September 1, 2006 – January 31, 2007, 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	Buyer Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician	20.19	21.22	22.28	23.38
2	Senior Secretary - Elementary Schools	19.56	20.53	21.55	22.67
3	Repair Technician Senior Secretary - Syl Apps.	18.89	19.87	20.85	21.89
4	Senior Accounting Clerk Senior Secretary - Adult and Continuing Education Senior Secretary - Secondary	18.27	19.18	20.12	21.15
5	Guidance Secretary - Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary - Special Education	17.62	18.50	19.40	20.40
6	Education Library Technician/Cataloguer Secretary - Facility Services Secretary - IPRC/Psychological Services Secretary - School Services (includes General Sec. - Secondary) Secretary - Secondary Schools	16.95	17.78	18.71	19.62
7	Accounts Payable Clerk Intermediate Cataloguer General Secretary - Elementary Schools Video Acquisitions/Cataloguer	16.31	17.12	17.99	18.87
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	15.65	16.45	17.27	18.14
9	Secretary - Construction and Facilities Maintenance	15.03	15.77	16.56	17.39
10	Clerk Typist - Centres Switchboard/Receptionist	14.38	15.10	15.84	16.64

ARTICLE 39 - WAGE SCHEDULE (continued)

39.04 Effective February 1, 2007 – August 31, 2007, 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	Buyer Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician	20.39	21.43	22.50	23.61
2	Senior Secretary-Elementary Schools	19.76	20.74	21.77	22.90
3	Repair Technician Senior Secretary - Syl Apps.	19.08	20.07	21.06	22.11
4	Senior Accounting Clerk Senior Secretary - Adult and Continuing Education Senior Secretary - Secondary	18.45	19.37	20.32	21.36
5	Guidance Secretary - Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary - Special Education	17.80	18.69	19.59	20.60
6	Education Library Technician/Cataloguer Secretary - Facility Services Secretary - IPRC/Psychological Services Secretary - School Services (includes General Sec. - Secondary) Secretary - Secondary Schools	17.12	17.96	18.90	19.82
7	Accounts Payable Clerk Intermediate Cataloguer General Secretary - Elementary Schools Video Acquisitions/Cataloguer	16.47	17.29	18.17	19.06
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	15.81	16.61	17.44	18.32
9	Secretary - Construction and Facilities Maintenance	15.18	15.93	16.73	17.56
10	Clerk Typist - Centres Switchboard/Receptionist	14.52	15.25	16.00	16.81

ARTICLE 39 - WAGE SCHEDULE (continued)

39.04i) Effective September 1, 2007 – January 31, 2008, 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	Buyer Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician	20.76	21.82	22.91	24.03
2	Senior Secretary-Elementary Schools	20.12	21.11	22.16	23.31
3	Repair Technician Senior Secretary - Syl Apps.	19.42	20.43	21.44	22.51
4	Senior Accounting Clerk Senior Secretary - Adult and Continuing Education Senior Secretary - Secondary	18.78	19.72	20.69	21.74
5	Guidance Secretary - Adult and Continuing Education Guidance Secretary - Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary - Special Education	18.12	19.03	19.94	20.97
6	Education Library Technician/Cataloguer Secretary - Facility Services Secretary - IPRC/Psychological Services Secretary - School Services (includes General Sec. - Secondary) Secretary - Secondary Schools	17.43	18.28	19.24	20.18
7	Accounts Payable Clerk Intermediate Cataloguer General Secretary - Elementary Schools Video Acquisitions/Cataloguer	16.77	17.60	18.50	19.40
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	16.09	16.91	17.75	18.65
9	Secretary—Construction and Facilities Maintenance	15.45	16.22	17.03	17.88
10	Clerk Typist - Centres Switchboard/Receptionist	14.78	15.52	16.29	17.11

ARTICLE 39 -WAGE SCHEDULE (continued)

39.04ii) Effective February 1, 2008 –August 31, 2008, 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	Bayer Library Information Systems Technician Multimedia Developer Online/Web Library Technician School Support Library Technician	21.05	22.13	23.23	24.37
2	Senior Secretary–Elementary Schools	20.40	21.41	22.47	23.64
3	Repair Technician Senior Secretary – Syl Apps.	19.69	20.72	21.74	22.83
4	Senior Accounting Clerk Senior Secretary–Adult and Continuing Education Senior Secretary • Secondary	19.04	20.00	20.98	22.04
5	Guidance Secretary - Adult and Continuing Education Guidance Secretary • Secondary Library Technician Offset Operator Rental Coordinator Senior Secretary – Special Education	18.37	19.30	20.22	21.26
6	Education Library Technician/Cataloguer Secretary - Facility Services Secretary - IPRC/Psychological Services Secretary – School Services (includes General Sec. • Secondary) Secretary – Secondary Schools	17.67	18.54	19.51	20.46
7	Accounts Payable Clerk Intermediate Cataloguer General Secretary- Elementary Schools Video Acquisitions/Cataloguer	17.00	17.85	18.76	19.67
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	16.32	17.15	18.00	18.91
9	Secretary - Construction and Facilities Maintenance	15.67	16.45	17.27	18.13
10	Clerk Typist – Centres Switchboard/Receptionist	14.99	15.74	16.52	17.35

ARTICLE 39 - WAGE SCHEDULE (continued)

39.05

Steps ~~as~~ shown in Clauses ~~39.01, 39.02, 39.03, 39.04, 39.04i~~ and ~~39.04ii~~ 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 Board employee.

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 41 – CRIMINAL RECORDS CHECK (continued)

41.04 - Criminal Records Check

Access to **such** records and **information shall** be strictly limited to the Executive Officer of **Human Resources** and those **persons named** by the Director of **Education**. The Executive **Officer** of Human Resources shall **advise** the Bargaining Unit President of the **names** of those **so** designated. Such personnel shall not **be** members of the Bargaining Unit.

ARTICLE 42 - TERM OF AGREEMENT

42.01

This Collective Agreement signed and entered into **as** of the 27th day of May, 2006 will be effective **from** the 1st of September, 2004, **until** the 31st of August, 2008, 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 long 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 27th day of May, 2006.

For The Halton District School Board

Signed.

Dawn Beckett-Morton
Executive Officer of Human Resources

Debbie DeBoer
~~Manager~~ of Human Resources

Kelley Terry
Manager of Human Resources

Paul Vanderhelm

Principal

Peggy Russell
Peggy Russell

Trustee

Marsha Williamson
Human Resources Administrator

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

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

**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: REPLACING EMPLOYEES AWAY ON ILLNESS

The ~~normal practice~~ for replacing employees away on an absence due to ~~illness~~, subject to availability of supply staff, will be as follows:

- 1) Beginning on the 3rd day of a short-term absence for illness a supply will be ~~called in~~;
- 2) Beginning on the ~~first~~ day of a ~~long-term~~ absence for medical ~~reasons~~, supported by medical documentation a supply will be called in.

For all single ~~secretary~~ schools supply coverage will be provided commencing the ~~first~~ day for illness.

Dated at Burlington this 27th day of May, 2006.

For The Halton District School Board

Signed:

Dawn Beckett-Morton
Executive ~~Officer~~ of Human Resources

Debbie DeBoer
Manager of Human Resources

Kelley Terry
Manager of Human ~~Resources~~

Paul Vanderthelm
Principal

Peggy Russell
~~Trustee~~

Marsha Williamson
Human Resources Administrator

~~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

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

Tom Byers
O.S.S.T.F., Provincial

MEMO

TO PRINCIPALS/SUPERVISORS/OCTU EMPLOYEES

**FROM Dawn Beckett-Morton –Executive Officer of Human Resources
Debbie Majka – President, OCTU**

This is to ~~reinforce~~ to all Office Clerical Technical Bargaining Unit employees and to all Principals/Supervisors that there ~~can~~ be no agreements made which contravene with the ~~terms~~ of the Ontario ~~Secondary~~ School Teachers' Federation District 20 Office, Clerical, Technical, Unit collective agreement.

Approvals for any ~~agreements~~ must ~~occur~~ between recognized ~~members~~ from both the bargaining unit executive and the board.

Dated at Burlington this 27th day of May, 2006.

For The Halton District School Board

Signed:

Dawn Beckett-Morton
Executive Officer of Human Resources

Debbie DeBoer
Manager of Human Resources

Kelley Terry
Manager of Human Resources

Paul Vanderhelm
Principal

Peggy Russell
Trustee

Marsha Williamson
~~Human~~ Resources Administrator

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

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

Tom Byers
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: JOB DESCRIPTIONS

The Board Agrees to establish a joint committee, with the Bargaining Unit, to establish job descriptions for each job title within the Bargaining Unit. The ~~committee~~ shall commence to meet **sixty (60) days** following ratification and shall schedule a ~~minimum~~ of one meeting per month. The completion of all job descriptions ~~shall be no later than August 31, 2008.~~

When the President or designate is **required** under this letter of agreement to attend meetings with the Board, the President or designate shall be granted such leave without loss of **salary**, benefits, or loss of seniority to a maximum of five **(5)** days.

In addition, the Board will grant leave for up to two (2) additional members to attend the meetings with the Board under this Letter of Agreement. Such leave shall ~~be granted~~ without ~~loss of salary~~, benefits or loss of seniority provided the bargaining unit ~~reimburses~~ the Board for all costs of the Supply/Casual OCT employee replacing the committee representatives.

Dated at Burlington this 27th day of May, 2006.

For The Halton ~~District~~ School Board

Signed.

Dawn Beckett-Morton
Executive ~~Officer~~ of Human Resources

Debbie DeBoer
Manager of Human Resources

Kelley Terry
Manager of Human ~~Resources~~

Paul Vanderhelm
Principal

Peggy Russell
Trustee

Marsha Williamson
Human Resources Administrator

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

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

Tom Byers
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 until February 1, 2007 at which time the employee will be placed at the appropriate **step** on the salary grid for the job title. In recognition of the foregone salary **increases** a **lump sum** payment of \$1,500.00 will be paid to the employee at the time of retroactive salary payment for the Bargaining Unit

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

Dated at **Burlington** this 27th day of May, 2006.

For The Halton District School Board

Signed.

Dawn Beckett-Morton
Executive Officer of **Human** Resources

Debbie DeBoer
Manager of **Human** Resources

Kelley Terry
Manager of **Human** Resources

Paul Vanderhelm
principal

Peggy Russell
Trustee

Marsha Williamson
Human Resources Administrator

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.)

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

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

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

Tom Byers
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: CASUAL/SUPPLY OFFICE, CLERICAL TECHNICAL UNIT EMPLOYEES
(hereinafter referred to as "Casual/Supply OCT")

Effective **September 1, 2006** Casual/Supply OCT:

Casual/Supply OCT **are** those **persons employed on a temporary day to day or intermittent basis**. They are paid *an* hourly rate for hours **worked**. No seniority is accrued, and no benefit coverage will be **provided**.

Effective **September 1, 2006: \$15.21** per hour.

Effective February 1, 2007: \$15.36 per hour.

Effective September 1, 2007: \$15.64 **pa** hour.

Effective February 1, 2008: \$15.86 **pa** hour.

Casual/Supply OCT **employed by** the Halton District School Board for twenty (20) consecutive **days in the same assignment**, will be **paid** the appropriate **start** rate of the Group that applies to the **assignment, retroactive** to the first day of the assignment to that **position**.

Casual/Supply OCT **shall be governed by** the Employment Standards Act and **any amendments** thereto.

The **Board** recognizes that Casual/Supply OCT employees have the **right to be participants** on any Union committee or be elected to a Union **position**.

The **Board** will provide to the Union **on a monthly basis** a listing of all Supply/Casual OCT employees

In addition, the following Collective Agreement clauses will apply to **Casual/Supply OCT**:

Article **1 (Purpose)**

Article **3 (Management Rights)**

Article **5 (Strikes and Lockouts)**

Article **8.01**

Article **8.04**

Article **9.02**

Article **9.04**

Article **17 (Arbitration)**

Article **31 (Collective Agreement)**

Article **41 (Criminal Records Check)**

Article **2 (Recognition)**

Article **4 (Union Dues)**

Article **7 (Union Rights)**

Article **8.03**

Article **9.01**

Article **9.03**

Article **16 (Grievance Procedure)**

Article **25 (Health and Safety)**

Article **36 (No Discrimination)**

Article **42 (Term of Agreement)**

Dated at Burlington this 27th day of May, 2006.

For The Halton District School Board

Signed:

Dawn Becket-Morton

Executive **Officer** of Human Resources

Debbie DeBoer

Manager of Human **Resources**

Kelley Terry

Manager of Human **Resources**

Paul Vanderhelm

Principal

Peggy Russell

Trustee

Marsha Williamson

Human Resources **Administrator**

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**

Kathy Philip

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

Tom Byers

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: OFFICE PROTOCOLS

The parties acknowledge ~~that~~ OCTU members will not be assigned by the ~~administration~~ on the formal **responsibility** for the supervision and **discipline** of students.

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/Teacher Librarian** and look at developing a protocol for OCTU members to follow if they will be **working** alone in a building.

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

The ~~work~~ of this Committee will be completed ~~within~~ four ~~months~~ of the ~~ratification~~ of this agreement exclusive of July and August

~~When~~ the President or designate is required under this letter of agreement to attend ~~meetings~~ with the Board, the President or designate ~~shall~~ be granted such leave ~~without~~ loss of **salary**, benefits, or loss of **seniority**.

In **addition**, the Board will grant leave for up to two **additional** members to attend the meetings with the Board under ~~this~~ Letter of Agreement. Such leave ~~shall~~ be granted ~~without~~ loss of **salary**, benefits or loss of **seniority** provided the bargaining unit reimburses the Board for **all** costs of the **Supply/Casual** OCT employee replacing the committee representatives.

Dated ~~at~~ Burlington ~~this~~ 27th day of May, 2006.

For The Halton District School Board

Signed:

Dawn Beckett-Morton
Executive **Officer** of Human **Resources**

Debbie DeBoer
Manager of Human **Resources**

Kelley Terry
Manager of Human **Resources**

Paul Vanderhelm
Principal

Peggy Russell
Trustee

Marsha Williamson
Human **Resources** Administrator

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**

Kathy Philip
Member, O.C.T.U. Negotiating **Committee**

Tom Byers
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: POLICY 3000 - 15

The Board ~~agrees~~ to establish a joint ~~committee~~ with a minimum of two representatives ~~from the Bargaining Unit to review~~ the Operational Policy 3000-15/Secretarial Allocation and the ~~workload issues~~ on a bi-~~annual~~ basis commencing with the ~~staffing process~~ for the 2007/2008 ~~school~~ year.

The ~~work~~ of this ~~committee~~ will be completed by January 31st of the review year.

When the President ~~or~~ designate is ~~required~~ under this letter of agreement to attend ~~meetings~~ with the Board, the President ~~or~~ designate shall be ~~granted~~ such leave without loss of ~~salary~~, benefits, ~~or loss of seniority~~.

In addition, the Board will grant leave for up to two ~~additional members~~ to attend the meetings with the ~~Board under this Letter of Agreement~~. Such leave shall be ~~granted without loss of salary~~, benefits or loss of ~~seniority provided the bargaining unit reimburses the Board for all costs of the Supply/Casual OCT employee replacing the committee representatives.~~

Dated at Burlington this 27th day of May, 2006.

For The Halton ~~District~~ School Board

Signed:

Dawn Beckett-Morton

Executive **Officer** of Human Resources

Debbie DeBoer

Manager of Human Resources

Kelley Terry

Manager of Human Resources

Paul Vanderhelm

Principal

Peggy Russell

Trustee

Marsha Williamson

Human Resources Administrator

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

Kathy Philip

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

Tom Byers

O.S.S.T.F., Provincial

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