

COLLECTIVE AGREEMENT

BETWEEN

**THE HAMILTON-WENTWORTH DISTRICT
SCHOOL BOARD**

AND

**O.S.S.T.F. DISTRICT 21
OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT**

Effective from September 1, 2003 up to and including August 31, 2006.

TABLE OF CONTENTS

ARTICLE	SUBJECT MATTER	PAGE(S)
1	Purpose and Scope	1
2	Recognition	1
3	Union Membership	1
4	Union Dues and Assessments	1-2
5	Union Rights	2-3
6	Collective Agreement	3
7	Management Rights	3
8	Just Cause	3-4
9	No Discrimination	4
10	Access to Member's Personnel File	4-5
11	Strike or Lock-Out	5
12	Job Security	5
13	Staff Relations Committee	5-6
14	Grievance Procedure	6-9
15	Bereavement Leave	9-10
16	Miscellaneous Leaves of Absence	10
17	Personal Leave of Absence	10-11
18	Union Leave	11
19	Paternal Leave	12
20	Pregnancy Leave	12-13
21	Statutory Parental Leave	13-14
22	Extended Parental Leave	14
23	Employees on Medical Leaves of Absence	14-15
24	Deferred Salary Leave Plan	15-16
25	WSIB/LTD Absences	16
26	WSIB Supplement	16
27	Sick Leave	16-18
28	Job Exchange Program	18-19
29	Position Sharing	19-20
30	Alternate Hours of Work	20
31	Transfers	20
32	Temporary Assignments	21
33	Job Posting	21-22
34	Job Classification and Reclassification	22
35	Job Performance Appraisals	22-23
36	Health and Safety	23
37	Hours of Work	23-24
38	Overtime	24-25
39	Change in Hours of Work	25-26

40	Paid Holidays	26-27
41	Paid Vacations	27-29
42	Travel Allowance/Mileage	29
43	Medical Procedures	29
44	Probationary Period	29
45	Layoff and Recall	29-32
46	Pension Plan	32
47	Insured Employee Benefits	33-36
48	Pay Schedule	36
49	Permanent Employee Seniority	36-37
50	Definitions	37-38
51	School Closure	38
52	Job Descriptions	38
53	Professional Development Day	38
54	Retiring Age	38
55	Duration of Agreement	38-39
56	General	39
57	Amendments	39

Schedules and Appendice

Schedule "A"	Salary and Grade Levels	40-41
Schedule "B"	Job Titles and Grades	
Schedule "C"	Temporary and Casual Members	42-44
Appendix "A"	Supplementary Type I Pension Plan for Former Hamilton Board Members	45
Appendix "B"	Employment Benefits (SEB) Plan	46

Retirement Gratuities

[for information ONLY]	Former City Employees - O.S.S.T.F	47
	Former City Employees - O.P.E.I.U.	47
	Former County Employees – C.U.P.E.	47-48
	Former County Employees - Administrative	48-49

Letters of Understanding

Board Policies	50
OMERS Enrolment for Part-time Members	50

Letters of Agreement

Inclement Weather	51
Identification of those Positions having Hours of Work	52
Outside Normal Hours	
Ontario Works Program	54
Schedule "B" - Grade Levels and Titles	55-56
Job Security	58
Use of Volunteers	60
Secretarial Staffing Committee	61
Secretarial Staffing	62

Salary Benchmarks

Director's Letter

Co-op Students

ARTICLE 1 – PURPOSE AND SCOPE

- 1.1 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide a process for the settlement of all matters in dispute between the Union and the Board herein after called the parties.
- 1.2 It is the expressed desire of the parties to maintain a harmonious relationship and to recognize the mutual value of joint discussions and negotiations.

ARTICLE 2 – RECOGNITION

- 2.1 The Board recognizes The Ontario Secondary School Teachers' Federation (O.S.S.T.F.), herein after called the Union, as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of the Office, Clerical and Technical Unit of the Ontario Secondary School Teachers' Federation, District 21 Hamilton-Wentworth, herein called the Bargaining Unit, comprised of all office, clerical and technical employees who are full-time, part-time, permanent, temporary or casual, employed by The Hamilton-Wentworth District School Board, herein after called the Board, save and except for supervisors and persons above the rank of supervisor and manager, Secretary to the Manager, Human Resources, Human Resources Analyst, Administrative Assistant – Human Resources, Employee Records Co-Ordinator, Human Resources Officer, Internal Auditor, Budget Analyst, Chief Payroll Clerk, Assistant to the Secretary of the Board, Secretary to the Director, Recording Secretaries – Director's Office, Computer Systems Analyst, Executive Assistants to Superintendents, and students employed in Co-Operative Education Programs.
- 2.2 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purpose of this Agreement.
- 2.3 The Board recognizes the right of The Ontario Secondary School Teachers' Federation to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.4 The Union recognizes the right of the Board to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 – UNION MEMBERSHIP

- 3.1 All employees covered by this agreement shall remain members of the Union as a condition of continued employment. Future employees shall, as a condition of their employment, become Members of the Union on commencing employment with the Board.

ARTICLE 4 – UNION DUES AND ASSESSMENTS

- 4.1 On each pay date on which a Member receives a pay cheque the Board shall deduct from each Member the Union Dues chargeable by the Union or the Bargaining Unit. The amount shall be determined by

the Union, or the Bargaining Unit as the case may be, in accordance with its constitution and by-laws and made in writing to the Board at least thirty (30) days prior to the expected date of change.

- 4.2 The Union Dues deducted in clause 4.1 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union, no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the following information on each Member:
- (a) Surname and first name
 - (b) Social Insurance Number
 - (c) Amount of Union Dues deducted
 - (d) Amount of wages or salary on which Union Dues were deducted
 - (e) The period of work for which dues are submitted
- 4.3 The Bargaining Unit dues deducted in clause 4.1 shall be remitted to the Bargaining Unit Treasurer at the office of the Bargaining Unit no later than the fifteenth (15) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with the **same information as in 4.2 (a) to (e)**.
- 4.4 The Union and the Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Bargaining Unit as the case may be.

ARTICLE 5 – UNION RIGHTS

- 5.1 The Union shall notify the Board, in writing, of the following:
- (a) Names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer
 - (b) Address and phone number of its Head Office
 - (c) Address and phone number of the Bargaining Unit Office
- 5.2 The Board shall advise the President of the Bargaining Unit, in writing, of each new Member's name and work location within thirty (30) working days of commencement of employment of the new Member.
- 5.3 The Board shall notify the President of the Bargaining Unit, in writing within five (5) working days, when a Member covered by this Agreement is promoted, demoted, transferred, will be laid off, is recalled, is disciplined, is put on review, or whose employment is terminated for any reason.
- 5.4 The Board shall advise all new Members that a Collective Agreement is in effect and provide the new Member with the name and business phone number of the President of the Bargaining Unit.
- 5.5 The Union agrees not to engage in Union activities during normal working hours, except for normal break periods. The Union further agrees not to hold Union meetings on the premises of the Board without prior permission of the Manager, Employee Relations or designate unless otherwise provided in this Agreement.
- 5.6 The Union may use the inter-office mail service and electronic mail for the purpose of communicating with its Members. If the Board believes the use of the services is being misused, the Manager, Employee Relations shall so notify the President of the Bargaining Unit and the matter may be taken up as a Board Grievance.

5.7 Official correspondence between the Board and the Union or the Bargaining Unit shall be sent to the Manager, Employee Relations and President of the Bargaining Unit respectively unless otherwise provided for elsewhere in this collective agreement.

5.8 The Board and the Union agree that a Union representative shall have access to any Member for a brief exchange of information any time during the working day. Only on matters of the utmost importance would a Member be called from a meeting or be away from the Member's work station without following the procedures outlined in clause 14.42. If either party, the Board or the Union, believes this clause is being misused the President of the Bargaining Unit and the Manager, Employee Relations shall meet to discuss the concern.

ARTICLE 6 – COLLECTIVE AGREEMENT

6.1 The Board shall supply to the local Union one hundred (100) duplicate signed copies of this agreement at no charge.

6.2 The Board shall provide each new Employee with a copy of the Collective Agreement on the date of hire.

ARTICLE 7 – MANAGEMENT RIGHTS

7.1 Both parties to this Agreement recognize that, subject to the qualifications and limitations contained in this Collective Agreement, it is the sole right of the Board to manage its affairs in a fair and reasonable manner and not inconsistent with the prevailing statutes and regulations governing employment in the Province of Ontario and the *Ontario Education Act*.

7.2 Board agrees not to make or modify any policy, rules or regulations, or change or modify established practice which affects the status or working conditions of any Member without first consulting with the Union at least thirty (30) days prior to the proposed implementation of same.

7.3 Subject to clauses 7.1 and 7.2, the Union acknowledges that it is the exclusive right of the Board to hire, promote, demote, layoff, recall, transfer and classify Members.

7.4 Subject to clauses 7.1 and 7.2, the Board has the right to discipline, demote, suspend or discharge any Member for just cause provided that a claim by a Member that the Member has been discharged, suspended, demoted or disciplined without just cause may be the subject of a grievance and dealt with in accordance with this Agreement.

7.5 Subject to clauses 7.1 and 7.2, the Board has the right to operate and manage its business in all respects including the direction of the work force, the work schedules, the methods and processes used, the right to decide the number of Employees needed by the Board at any time, the right to determine the methods, machinery, equipment and tools to be used.

7.6 Subject to clauses 7.1 and 7.2, the Board has the right to make, alter and enforce from time to time reasonable rules and regulations.

ARTICLE 8 – JUST CAUSE

8.1 No Member shall be demoted, disciplined, transferred or discharged without just cause.

8.2 The Board shall not discipline, without just cause, a Member by means of:
(a) a written reprimand;

- (b) demotion;
- (c) suspension with or without pay;
- (d) termination of employment.

- 8.3 Each Member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed on the Member's personnel file. Unless such notation is made in writing to the Member, the Board shall not use such incident as part of the Member's past record to justify a later disciplinary action. Such notice must be given to the Member within ten (10) working days of the discovery of the occurrence giving rise to the action and such notice shall be acknowledged by a signed receipt or a registered letter. In such cases, the President of the Bargaining Unit shall be notified at the same time, by mail, that the Member has been disciplined or received a derogatory notation. Any written reply by a Member to a derogatory notation or disciplinary action shall be included in the Member's personnel file.
- 8.4 A Member is entitled, prior to the imposition of progressive discipline, to be notified, at a meeting with Board representatives the reasons for such action. The Board shall inform the Member and the President of the Bargaining Unit, prior to the day of the meeting, of the Member's right to have the President of the Bargaining Unit or Chief Negotiator present and also the time and place of such meeting.
- 8.5 (a) For all meetings related to this Article which are held during normal working hours, the Member, subject to clause 8.5 (b), and the Bargaining Unit President, who is not on a leave of absence, or designate shall each be paid for time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.
- (b) A Member who has been suspended without pay or discharged for just cause, shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.
- 8.6 Upon the request of a Member, any derogatory notations, disciplinary actions, written warnings or other similar documents that have been placed in a Member's personnel file shall be removed from such file after **eighteen (18)** months from the time the documents were first put in the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.

ARTICLE 9 – NO DISCRIMINATION

- 9.1 (a) The parties agree that in accordance with the Ontario Human Rights Code there shall be no discrimination against any Member because of race, creed, colour, age, sex, marital status, family status, religion, nationality, ancestry, ethnic origin, place of origin, **place of residence**, record of offences, handicap or sexual orientation.
- 9.2 The Board shall not discriminate against, interfere with, restrict or coerce any Member because of the Member's membership in the Union.

ARTICLE 10 – ACCESS TO MEMBER'S PERSONNEL FILE

- 10.1 The only recognized personnel file retained by the Board will be located in the Human Resources Department.
- 10.2 A Member shall have access to examine the Member's personnel file upon prior arrangement with the Human Resources Department. Upon request, a Member shall be provided with a copy of material contained in such file.

10.3 A Member may request that the Bargaining Unit President or designate accompany the Member to review the personnel file.

10.4 A Member shall have the right to contest in writing the accuracy of such information contained in the Member's personnel file, and have the same recorded in the Member's file. If there is an error in the information, the Board shall notify all parties concerned in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

ARTICLE 11 – STRIKE OR LOCK-OUT

11.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the Members 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.

11.2 When other Board Employees are on strike or lockout, a Member shall carry on the regular duties to the best of the Member's ability, without assuming any functions or responsibilities that are normally discharged by the Board employees that are on strike or lockout.

ARTICLE 12 – JOB SECURITY

Contracting Out

12.1 No bargaining unit Member shall be laid off as a result of the Board contracting out any of its work or services.

Volunteers

12.2 No volunteer(s) shall have access to any information covered by the *Freedom of Information and Protection of Privacy Act*.

12.3 No Member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the use of volunteers.

Co-Op Students

12.4 The Board agrees to share with the President of the Bargaining Unit co-op student placements which occur within school offices, school libraries or departments.

12.5 Where there is a concern over the co-op students activities that may impact on bargaining unit work, the President will contact the Manager, Employee Relations. The Manager, Employee Relations will convene a meeting with representatives from the work site and appropriate administrative staff in order to attempt to alleviate the concern.

12.6 No Member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the use of co-op students.

12.7 No co-op student(s) shall have access to any information covered by the *Freedom of Information and Protection of Privacy Act*.

ARTICLE 13 – STAFF RELATIONS COMMITTEE

13.1 The Bargaining Unit President shall be a member of the Staff Relations Committee that has been

established between the Board and O.S.S.T.F., District 21 Bargaining Units and shall meet at a mutually agreed upon time, at least once every two (2) months to discuss concerns, interpretation of rules and such other matters as it deems necessary.

13.2 The Committee is not designed to by-pass or eliminate any of the rights of grievance as granted under this Agreement, but is designed to provide another avenue for mutual discussion of problems that may arise in the operations of the Board's schools and work locations.

13.3 A Bargaining Unit staff relations committee, consisting of up to three (3) Members of the Bargaining Unit, appointed by the Bargaining Unit, shall meet with up to three (3) members of the Board, to discuss issues pertaining only to this Bargaining Unit. Such meeting shall occur within ten (10) working days of being called by either party to this agreement

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 For the purpose of this Article, the definition of “working day” shall be the normal days worked by a Member exclusive of Saturdays, Sundays, Recognized Paid Holidays and Paid Vacations. Days during the months of July and August shall not count as workdays for ten (10) month Members.

14.2 The term “grievance” shall mean any difference arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement.

14.3 A written grievance shall contain:

- (a) Identification of the part or parts of this Agreement allegedly violated.
- (b) A description of when the alleged violation took place.
- (c) A description of how the alleged dispute is in violation of the Agreement.
- (d) A statement of the facts to support such grievance.
- (e) The relief sought.
- (f) In the case of an individual grievance, the signature of the grieved Member and the resident of the Bargaining Unit or designate.
- (g) The signature of the President of the Bargaining Unit or designate in the case of a Group Grievance or Union policy grievance and the signature of the Director of Education or designate in the case of a Board policy grievance.

INDIVIDUAL GRIEVANCE

Informal Procedure

14.4 The Board and the Union agree that it is desirable that any complaint should be addressed as quickly as possible. Members are therefore encouraged to discuss the complaint informally with their immediate Supervisor within fifteen (15) working days from the date of the occurrence, which led to the complaint with a view to the parties reaching a settlement of the complaint. The Supervisor shall answer the complaint within five (5) working days after first discussing the complaint with the Member(s).

Formal Procedure

14.5 If informal attempts to resolve the complaint have failed or the Member has chosen not to implement the informal process for reasons that will be provided to the Board during Step 1, the following procedure shall apply:

Step 1

14.6 The Union may, with written concurrence of the Member concerned, make written grievance to the Manager, Employee Relations, provided the grievance is submitted within fifteen (15) working days of the response of the immediate Supervisor as indicated in clause 14.4 or within fifteen (15) working days of the date of the occurrence which lead to the complaint if the informal process was not implemented by the Member.

- 14.7(a) The Manager, Employee Relations or designate shall inform the President of the Bargaining Unit of the name of the designated official to hear the grievance. Such designated official shall meet with the Union, within ten (10) working days of the grievance being received by the Manager, Employee Relations to discuss the grievance.
- (b) The designated official shall answer the grievance, in writing, to the President of the Bargaining Unit within five (5) working days after the meeting.

Step 2

14.8 Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Director of Education or designate within five (5) working days after receipt of the reply from the designated official.

- 14.9(a) The Director of Education or designate shall meet with the Union within five (5) working days of receipt of the grievance to discuss the grievance.
- (b) The Director of Education or designate shall provide a written response to the grievance to the President of the Bargaining Unit within five (5) working days of the meeting.

Step 3

14.10 Failing satisfactory settlement at Step 2, the Union may refer the grievance to arbitration within fifteen (15) working days of receipt of the response of the Director of Education or designate.

14.11 A person who responds to a Member in the informal process shall not be the designated person as provided in Step 1 or Step 2 of the above procedure.

Grievance Mediation

- 14.12(a) 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 the resolution is to be reached.
- (b) 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 are frozen.

Group Grievance

- 14.13 A group grievance shall be a grievance arising out of the same or similar set of circumstances or the same Board decision which affects more than one Member.
- 14.14 A group grievance shall be filed at Step 1 by the Union to the Manager, Employee Relations within fifteen (15) working days of the Bargaining Unit Executive becoming aware of the occurrence giving rise to the grievance.

Union Policy Grievance

- 14.15 A Union Policy Grievance shall be filed with the Manager, Employee Relations within fifteen (15) working days of the Bargaining Unit Executive becoming aware of the circumstances, which gave rise to the policy grievance.
- 14.16 The Director of Education or designate shall meet with the Union to discuss the policy grievance within five (5) working days of receipt of the grievance by the Manager, Employee Relations.
- 14.17 The Director of Education or designate shall provide a written response to the grievance to the President of the Bargaining Unit within five (5) working days of the meeting.

- 14.18 If the response of the Director or designate is not satisfactory, the Union may refer the grievance to arbitration within fifteen (15) working days of receipt of the response of the Director of Education or designate.

Board Policy Grievance

- 14.19 A Board Grievance shall be filed with the President of the Bargaining Unit or designate within fifteen (15) working days of the Board becoming aware of the circumstances, which gave, rise to the grievance.
- 14.20 The President of the Bargaining Unit or designate shall meet with the Board to discuss the policy grievance within five (5) working days of receipt of the grievance by the President of the Bargaining Unit or designate.
- 14.21 The President of the Bargaining Unit or designate shall provide a written response to the grievance to the Director of Education within five (5) working days of the meeting.
- 14.22 If the response of the President of the Bargaining Unit or designate is not satisfactory, the Board may refer the grievance to arbitration within fifteen (15) working days of receipt of the response of the President of the Bargaining Unit or designate.

Arbitration

- 14.23 Where a grievance is to be referred to arbitration, clauses 14.24 to 14.38 shall apply.
- 14.24 The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and stating the name, phone number and address of its appointee to the Board of Arbitration.
- 14.25 Within ten (10) working days after receipt of such notice, the other party shall respond by indicating the name, phone number and address of its appointee to the Board of Arbitration.
- 14.26 The two (2) appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Board of Arbitration.
- 14.27 If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour upon request of either party.
- 14.28 The Board of Arbitration shall be governed by clauses 14.29 to 14.36 inclusive.
- 14.29 The Board of Arbitration shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Member affected by it.
- 14.30 The decision of a majority is the decision of the Board of Arbitration but if there is no majority, the decision of the chairperson governs.
- 14.31 Each of the parties shall bear the expenses of its appointee and the fees for the Chairperson of a Board of Arbitration shall be shared equally by both parties in the grievance.
- 14.32 The Board of Arbitration shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 14.33 The Board of Arbitration shall not have the power to alter or amend any of the provisions of this Agreement unless otherwise provided by this Agreement.

- 14.34 The parties and the Board of Arbitration shall have access to the Board's premises to view working conditions, machinery or operations, which may be relevant to the resolution of a grievance.
- 14.35 The Board of Arbitration shall have the powers to act in accordance with the *Ontario Labour Relations Act* with respect to:
- (a) whether or not a matter is subject to arbitration
 - (b) whether or not there are reasonable grounds for the extension of timelines under this Article and that the opposite party will not be substantially prejudiced by the extension
 - (c) the modification of a penalty for discharge or discipline.
- 14.36 No person shall be appointed as an Arbitrator or member of a Board of Arbitration who has been involved in the negotiation of this Collective Agreement or in attempts to settle the grievance.
- 14.37** The parties may agree, in writing, to seek the appointment of a single Arbitrator. Should the parties be unable to agree on the name of a single Arbitrator, one of the parties may request the Minister of Labour to make the appointment. **A single arbitrator shall be subject to the same terms and limitations as an arbitration board.**
- 14.38 Either party may seek expedited arbitration in accordance with the *Ontario Labour Relations Act* by notifying the other party, in writing, of such action.

General

- 14.39 (a) A Member, subject to clauses 14.39 (b) and (c), whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Member had been at work for the Member's scheduled shift and also such attendance shall be without loss of benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- (b) A Member who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.
- (c) Exclusive of the grievor and the Bargaining Unit President, who is not on a leave of absence, or designate, the maximum number of Members to be paid by the Board under clause 14.39 (a) for attendance at any one meeting under this Article is three (3).
- 14.40 Time lines shall be observed by both parties except when an extension or limitation is mutually agreed upon in writing.
- 14.41 The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a deceased Member's estate or on behalf of a retired Member if the substance of the grievance is directly related to the Collective Agreement that was in place at the time of death or the time of retirement, as the case may be, of the Member. The timelines for filing a grievance as described in this Article apply to any grievance filed under this clause.
- 14.42 The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a Member who is confined to jail or in the hospital or is similarly incapacitated.
- 14.43 Permission for the grievor and Union representative to leave their work without loss of salary to take part in the processing of a grievance through the grievance/arbitration procedure shall be granted by the Board under the following circumstances:
- (a) All time shall be devoted to the prompt handling of the grievance;
 - (b) The Union representative and grievor concerned shall obtain the permission of the appropriate immediate Supervisor(s) before leaving their work. Such permission shall not be unreasonably withheld. In the absence of the immediate Supervisor, the Union representative

- and the grievor shall notify the office of the appropriate Superintendent that the representative and grievor will be away from their work location.
- (c) Should the nature of a grievance require a Union representative to visit the work area of an aggrieved Member, the Union representative and the Board shall establish a mutually satisfactory time for the visit.
 - (d) In the event the immediate Supervisor believes that time off work under this clause is being abused, the Supervisor shall refer the matter to the Board and it may be taken up as a Board grievance.

ARTICLE 15 – BEREAVEMENT LEAVE

15.1 Bereavement Leave shall be granted to a Member in accordance with this Article.

15.2 For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the Member or the Member's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. Notwithstanding clause 15.5, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director **or designate** where extended travel is required.

15.3 For absence occasioned by the death of other relatives of the Member or the Member's spouse's immediate family, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. Notwithstanding clause 15.5, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director **or designate** where extended time is required.

15.4 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending a funeral.

15.5 The bereavement leave shall begin within seven (7) calendar days following the day of death.

ARTICLE 16 – MISCELLANEOUS LEAVES OF ABSENCE

16.1 The Board shall grant a leave of absence to a Member in the following circumstances:

- (i) up to one (1) day when the Member is scheduled to write, during working hours, an academic, trade or professional examination;
- (ii) one (1) day when the Member attends the Member's post secondary graduation;
- (iii) up to one (1) day when the Member attends the graduation of the Member's spouse, child or step-child;
- (iv) to celebrate a recognized religious holiday.

Such leave as indicated in (i), and (iii) above, shall be limited to three (3) days per year for each.

16.2 All leaves of absence granted under clause 16.1 shall be deducted from the Member's sick leave credit account except for 16.1 (iv).

16.3 The Director of Education or designate may grant a leave of absence to any Member for reasons other than illness up to a maximum of three (3) working days in each calendar year without deduction of salary and any such absence or so much thereof possible shall be deducted from such Member's

current year's sick leave allowance and the balance, if any, shall be debited to the Member's Accumulated Sick Leave Credit Account.

ARTICLE 17 – PERSONAL LEAVE OF ABSENCE

- 17.1 A personal leave of absence may be granted by the Board to a Member, upon approval of the Member's immediate Supervisor and on the recommendation of the Manager of Employee Relations, in accordance with the conditions set out in this Article. Such approval shall not be unreasonably withheld.
- 17.2 A Member desirous of a personal leave of absence of more than four (4) weeks, shall give the Board at least four (4) weeks written notice. **The Board shall endeavour to respond to a written request for a leave of absence of less than four (4) months via e-mail, within five (5) working days of receipt of the written request and within fifteen (15) working days for a request for a leave of absence for four (4) or more months.**
- 17.3 A leave of absence granted under this Article shall be without salary/wages.
- 17.4 Before commencing a leave of absence, a Member may continue employee benefit coverage under Article 45 during the period of the leave by paying the full cost of the premiums in advance, otherwise the benefit coverage will be cancelled.
- 17.5 The period of a leave granted under this Article shall not be greater than two (2) years.
- 17.6 If the Member's original request for leave was one year, then an extension of one (1) year may be granted to the Member with the approval of the Board upon written request of the Member received by the Board not less than four (4) weeks prior to the end of the original leave. Such approval shall not be unreasonably withheld.
- 17.7 Subject to Article 45 – Layoff and Recall, at the end of the period of the leave of absence or its extension, the Member shall return to the same position held by the Member immediately prior to the commencement of the leave of absence, if it still exists, or to a comparable position, if it does not. If the Member has applied and been appointed to another position with the Board during the period of the leave of absence, the Member shall return to work in that position.

ARTICLE 18 – UNION LEAVE

- 18.1 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.
- 18.2(a) Union leave shall be granted to representatives of the Union for the purpose of carrying out Union Business to a maximum of fifty (50) days per work year.
- (b) The maximum number of representatives to be granted such leave shall be four (4) at any one time. If such leave involves two or more Members from the same school or sub-department, prior approval should be obtained from the immediate Supervisor.
- 18.3 In addition to the leave granted in clause 18.2 (a), four (4) representatives of the Bargaining Unit Collective Bargaining Committee shall be granted a leave of absence to attend negotiation meetings with the Board.
- 18.4 Leave of absence shall be granted by the Board to Union representatives on Board committees which meet during the normal workday of the Member. Such leave shall be in addition to the leaves granted in clauses 18.2 (a) and 18.3.

- 18.5(a) In addition to the leaves granted in clauses 18.2 (a) to 18.4, the Board shall grant a leave of absence, for the period of the term of office, to the Member who is elected to the office of the President of the Bargaining Unit or to the Executive of the Provincial O.S.S.T.F.
- (b) Subject to Article 45 – Layoff and Recall, at the end of the period of the leave of absence, the Member shall return to the same position held by the Member immediately prior to the commencement of the leave of absence, if it still exists, or to a comparable position, if it does not.
- 18.6(a) Subject to clauses 18.6 (b) and (c), leaves granted under this Article shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the Member.
- (b) The Bargaining Unit shall reimburse the Board for the salary/wages of any Member required by the granting of a leave under clause 18.2 (a).
- (c) The Bargaining Unit shall reimburse the Board an amount equal to one hundred and ten per cent (110%) of the salary/wages that would otherwise be paid by the Board for a Member granted a leave under clause 18.5 (a)

ARTICLE 19 – PATERNAL LEAVE

- 19.1 For absence occasioned by the birth or adoption of a son or daughter, the Employer shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding two (2) days. This leave shall be granted on the following days: the date of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Member's sick leave credit account.

ARTICLE 20 – PREGNANCY LEAVE

- 20.1 Upon application in writing, a Member who is pregnant and who is employed by the Board immediately preceding the estimated date of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.
- 20.2 The Board shall not terminate the employment of or lay-off any Member who has been granted a leave of absence under this Article.
- 20.3(a) A Member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (b) The Member shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
- 20.4 (a) A Member who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The Member will not be required to use pregnancy leave unless the Member so elects.
- (b) In the case of a Member who elects to stop working because of complications caused by pregnancy or stops working because of birth, stillbirth or miscarriage that happens earlier than the Member expected to give birth, clause 20.3 will not apply. The procedure will be as indicated in clause 20.5, which follows.
- 20.5 Within two (2) weeks of stopping work a Member described in clause 20.4 (b), above must give the Board:

- (a) written notice of the date the pregnancy leave began or is to begin; and a certificate from a legally qualified medical practitioner stating that:
 - (i) in the case of a Member who elects to stop working because of complications caused by the pregnancy, states the Member is unable to perform the Member's duties because of complications caused by the pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of birth, stillbirth or miscarriage and the date the Member was expected to give birth.

20.6 The pregnancy leave ends:

- (a) The later of – six (6) weeks after birth, stillbirth or miscarriage
- seventeen (17) weeks after the leave began, or
- (b) at an earlier date if the Member gives the Board at least four (4) weeks written notice of the date.

20.7 A Member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not. Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this Article shall be without loss of seniority or benefits.

20.8 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits – Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the statutory Pregnancy Leave unless the Member gives the Board written notice that the Member does not intend to pay the Member's contributions.

- 20.9(a) A Member granted a statutory pregnancy leave of absence shall be compensated by the Board under an E.I. approved Supplementary Employment Benefit (SEB) Plan, provided the Member:
 - (i) is eligible for pregnancy leave benefits under E.I.
 - (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
- (b) No supplementary benefit will be paid under this Plan for any week in the waiting period, which falls outside the Member's normal employment period. (July and August if ten (10) month employment). This Plan shall be subject to approval of E.I. and shall be contained as Appendix B of this Agreement.

ARTICLE 21 - STATUTORY PARENTAL LEAVE

21.1 For the purpose of this Article and Appendix B, parents shall be defined as one of the following;

- (a) natural father or mother
- (b) adoptive father or mother
- (c) any person in a relationship of some permanence with the parent of the child.

21.2 Upon application in writing, a Member who is a parent of a child is entitled to a leave of absence without pay following:

- (a) the birth of the child; or
- (b) the coming of the child into custody, care and control of a parent for the first time.

21.3 The Board shall not terminate the employment of or lay off any Member who has been granted a leave of absence under this Article.

21.4 The Parental Leave of a Member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

21.5 For persons not covered under clause 21.4, Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody and control of a parent for the first time.

21.6 The Member must give the Board at least two (2) weeks written notice of the date the leave is to begin.

21.7 If a Member wishes to change the date when a Parental Leave is scheduled to begin the Member must give written notice:

- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
- (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

21.8 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

21.9 The Parental Leave ends:

- (i) thirty-five (35) weeks after it begins if the employee also took a pregnancy leave, or thirty-seven (37) weeks after it begins if they did not take a pregnancy leave; or
- (ii) at an earlier date if the Member gives the Board at least four (4) weeks written notice before the earlier date; or
- (iii) to a later date if the Member gives the Board at least four (4) weeks written notice before the date the leave was to end.

21.10 A Member who intends to resume employment on the expiration of a statutory Parental Leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not.

Reinstatement from Parental Leave under this Article shall be without loss of seniority or benefits. Seniority continues to accrue during Parental Leave.

21.11 The Board shall continue to contribute its share towards the premium cost of the Member's employee benefits – Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory parental leave up to a maximum of thirty-five or thirty-seven (35 or 37) weeks as outlined in 21.9 (a) unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.

21.12 (a) A Member granted statutory Parental Leave on and after the ratification date of this Agreement shall be compensated by the Board under an E.I. approved Supplementary Employment Benefit (SEB) Plan, provided the Member:

- (i) has not already received payment during pregnancy leave,
- (ii) is eligible for parental leave benefits under E.I.,
- (iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by the E.I.

(b) No supplementary benefit will be paid under this Plan for any week in the waiting period which falls outside the Member's normal employment period (July and August if ten (10) month employment). This Plan shall be subject to approval of the E.I. and shall be contained as Appendix B of this Agreement.

ARTICLE 22 - EXTENDED PARENTAL LEAVE

22.1 The Board shall grant an extension to the parental leave as provided in Article 21 in accordance with the terms and conditions outlined in this Article.

22.2 The Member shall provide written notice to the Board at least four (4) weeks prior to the scheduled end of the parental leave indicating the start and end dates of the extended parental leave.

22.3 The extended parental leave shall not exceed **one (1) year**.

22.4 The Member may retain any insured benefits in which the Member was enrolled immediately prior to the leave by paying the full cost of the premiums in advance, otherwise the benefit coverage will be cancelled.

22.5 A Member who intends to resume employment on the expiration of an extended parental leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member, subject to Article 45 - Layoff and Recall, to the position the Member most recently held with the Board, if it still exists, or to a comparable position, if it does not.

22.6 A Member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return.

ARTICLE 23 – EMPLOYEES ON MEDICAL LEAVES OF ABSENCE

23.1 A Member who is unable to report for work as a result of illness or injury **and who submits medical documentation as required in Article 27**, shall be considered to be on a medical leave of absence until the expiration of the sick leave account.

23.2 At the expiration of the sick leave account, the Member shall be placed on a general leave of absence for a period of two years.

23.3 While the Member is on medical leave the Member shall remain covered by the terms and provisions of the collective agreement.

23.4 A Member who has been approved for Long Term Disability will be placed on a disability leave of absence.

ARTICLE 24- DEFERRED SALARY LEAVE PLAN

24.1 A Member who has completed at least one and one-half (1 ½) years of continuous service under permanent status with the Board may apply for a paid leave of absence as outlined below:

- (i) for Members working in elementary work locations the leave may be from after the Christmas Break period until the end of June;
 - (ii) for Members working in secondary work locations the leave may be for a _____ semester
 - (iii) for Members working in other than a school location the leave may be for a period of six months.
- Notwithstanding the above, the Member and Supervisor may mutually agree to a different time period of at least six months.

24.2 The conditions governing a paid leave of absence under this Article shall be:

- (a) The period of leave shall follow the savings period and be in either the third, fourth or fifth year of the plan.
- (b) A Member shall apply to the Manager of Employee Relations for a paid leave of absence at least three (3) months prior to the requested start of the savings period in the plan.
- (c) The amount of the Member's salary that shall be held back during the savings period shall be thirty-three and one-third per cent (33 1/3%) for a leave in the third (3rd) year; twenty-five per cent (25%) for a leave in the fourth (4th) year and twenty per cent (20%) for a leave in the fifth (5th) year.
- (d) Members who hold ten (10) month permanent positions and Elementary School Secretaries who hold twelve (12) month permanent positions must take a leave of absence under this Article, which corresponds with the school year. All other Members must take a leave of absence of one (1) full year, which will begin on January 1st of the calendar year.

- 24.3 The Board shall notify the Member within two (2) months of the date of application whether or not the Member has been granted the paid leave of absence.
- 24.4 All Members participating in the Plan must sign a form of agreement approved by the Union and the Board, which outlines the conditions of the leave.
- 24.5 The salary that is held back, together with interest shall be held in trust by the Hamilton Teachers' Credit Union.
- 24.6 During the period of leave, the Board shall pay to the Member, the amount of salary held back. The method of payment during the period of leave shall be by mutual agreement of the Board and the Member.
- (a) The interest earned shall be paid to the Member in the year it was earned.
 - (b) The Board shall make the appropriate deductions, including pension plan contributions subject to the regulations of the pension plan, from the payment(s) made to the Member.
- 24.7 The Board shall maintain full fringe benefit coverage for the Member during the period of leave.
- 24.8 The Plan in this Article is subject to any Revenue Canada regulations or rulings. The President of the Bargaining Unit shall be notified of such regulations and rulings.
- 24.9 If the Member ceases to be employed by the Board, withdraws from the agreement of paid leave or dies prior to taking the leave of absence, the Board shall pay to the Member or the Member's estate, as the case may be, the full amount of the salary held back together with the accrued interest as soon as possible but no longer than three (3) months from the time of withdrawal or death whichever is applicable.
- 24.10 Subject to Article 45 - Layoff and Recall, at the end of the leave, the Member shall return to the same job held at the beginning of the leave without loss of any increases in salary/wages or benefits which may have accrued had the leave not been taken.
- 24.11 Subject to clause 24.3, the Board shall grant all requests for paid leave of absences under this Article but shall have the right to limit the number of leaves granted for the same period for any one department or work location.
- 24.12 There are no restrictions on what activities or employment in which the Member may participate during the period of leave.

ARTICLE 25 – WSIB/LTD ABSENCES

- 25.1(a) A Member who is absent from work who is on sick leave, is claiming Workers' Safety Insurance Board (WSIB) or Long Term Disability (LTD) benefits shall retain the position held by the Member immediately prior to the absence up to a maximum of twenty-four (24) months.
- (b) At the end of the twenty-four (24) month period the Member's position shall be declared vacant and posted in accordance with Article 33 – Job Posting.
 - (c) A Member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 45 – Layoff and Recall.

ARTICLE 26 – WSIB SUPPLEMENT

- 26.1 A Member who is receiving compensation under the Workers' Safety Insurance Board as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workers' Safety Insurance Board supplemented by the Board to provide payment of full earnings. The

supplement paid to such Member shall be divided by the Member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the Member's Sick leave Credit Account in accordance with Article 27. If a Member does not wish to have the payment under the Workers' Safety Insurance Board supplemented as provided by this Article, the Member must give written notice to the Manager, Employee Relations within thirty (30) days after receiving notice that the Workers' Compensation claim has been approved.

ARTICLE 27 - SICK LEAVE

27.1 The Board shall maintain a cumulative sick leave plan in accordance with the conditions set out in this Article.

- 27.2 (a)** Effective September 1st of each year a Member shall be entitled to sick leave credits for personal illness or injury as follows:
- (i) twelve (12) month Members twenty-four (24) days
 - (ii) ten (10) month Members twenty (20) days
 - (iii) part-time Members shall have the number of sick leave credits prorated in the same proportion that the Member's part-time schedule bears to a full-time schedule in the same position.
- (b) During the first year of employment, Members hired after September 1st shall receive two (2) days sick leave credit per month to be given at the commencement of employment.
- (c) A Member on a leave of absence for a complete calendar year shall not be entitled to accumulate sick leave credits for the period of the leave unless otherwise stated in this Agreement.
- (d) On the 31st day of August in each year, deductions for the number of days absent with pay due to illness or injury during the same calendar year shall be deducted from the Member's sick leave account, except as otherwise provided in this Agreement. Deductions in excess of the credits outlined in Article 27.2 (a) shall be deducted from the accumulative balance in the Member's Sick Leave Credit Account.

27.3 The Board shall grant a paid leave of absence with no deduction from the Sick Leave Credit Account for the following reasons:

- (a) During such a period that a Member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a Member's duties because of exposure to any communicable disease.
- (b) During such period as a Member is serving as a juror, or subpoenaed as a witness in any proceedings where a Member is not a party and not charged with an offence.

27.4 Except as provided elsewhere in this Agreement, a Member shall not be paid salary for any absence when there are no credits in the Member's Sick Leave Credit Account.

27.5 To qualify for sick leave, a Member who is absent from duty for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and, if required by the Board, a further certificate from the Medical Officer of the Board.

- 27.6(a) The maximum number of days a Member may accumulate in the Member's Sick Leave Credit Account is 260 days.
- (b) Effective January 1, 2000, employees who have an accumulated balance in excess of 260 days shall be frozen at their existing balances once the 1999 calendar balance has been calculated.

27.7(a) Subject to this Article, a Member entering the service of the Board may transfer sick leave credits standing to the account of such Member under a system of Sick Leave Credits established by any other Board of Education or Government Agency in Ontario to the Sick Leave Credit Account of the Member with this Board.

(b) Subject to this Article, a Member terminating service with the Board and entering the service of any other Board of Education or Government agency in Ontario may request to have the Member's sick leave credits transferred to another employer.

27.8 At least annually, the Board shall provide to each Member a statement of the number of days in the Member's Sick Leave Credit Account and the number of sick leave days to which the Member is entitled for the current calendar year.

27.9 (a) During the lifetime of the Collective Agreement retirement gratuities for all current employees will remain as status quo in accordance with the former Hamilton Board of Education or the Wentworth County Board of Education. (Former plans to be attached as information).

(b) New employees hired on or after date of ratification shall be required to serve 20 years in the employment of the Board in order to qualify for a retirement gratuity.

(c) On the termination of employment for the purpose of retirement, an employee is entitled to an amount equal to one half the number of sick days standing in the account at the time of retirement multiplied by the employee's per diem rate of salary up to a maximum of one-half (1/2) year's earnings. The per diem rate shall be calculated by dividing the employee's annual earnings based on their annual full-time equivalency at time of retirement by the number of working days in the year. An employee who takes a leave of absence, participates in position sharing or alternative work arrangements during the year of retirement shall not have their salary entitlement reduced from the previous year as a result of such leave of absence or reduction in work schedule. For an employee on long-term disability, the calculation of annual earnings will be based on the earnings and full-time equivalency the employee had at the time of disability.

(d) The amount paid under Article 27 shall not exceed the amount of one-half (1/2) the earnings received by the Member in the year immediately prior to the termination of employment. The calculation of the retirement gratuity shall be based upon one-half (1/2) the number of sick leave days standing in the Member's account at time of retirement multiplied by the per diem rate up to a maximum of one-half (1/2) year's earnings.

27.10 The Sick Leave Gratuity shall be paid out in one lump sum once the Board has received satisfactory proof that the member has retired on pension. The payment of the Retirement Gratuity will be paid as soon as possible but in no event later than sixty (60) days of the Board receiving such satisfactory proof.

27.11 If a Member dies while in the service of the Board, payment of a gratuity computed on the same basis as the Sick Leave Gratuity on Retirement shall be paid to the estate of the Member. Such payment will be conditional upon the qualifying rules for a gratuity, i.e. retirement eligibility and number of years of service required for payment.

ARTICLE 28 – JOB EXCHANGE PROGRAM

28.1 The Board shall provide the opportunity to Members to participate in a "job exchange" program in accordance with the terms and conditions outlined in this Article.

28.2 The "job exchange" program shall include the opportunity for two permanent bargaining unit Members to exchange positions for a period not to exceed twelve (12) months.

28.3 Written application by the two Members requesting a job exchange assignment shall be submitted to the Members' immediate Supervisor(s), with a copy to the Manager of Employee Relations, no later than five (5) months prior to the requested start date of the assignment. The application shall indicate:

- (a) the name of the Members
- (b) the present positions held
- (c) the two positions involved in the exchange
- (d) the start and end date of the period of exchange

- 28.4 The Human Resources Department shall notify the Members and the President of the Bargaining Unit within four (4) months of the date of application whether or not the Members have been granted the job exchange requested. Such approval shall not be unreasonably withheld.
- 28.5(a) Subject to clauses 28.5 (b) and (c), Members participating in the job exchange program shall be paid the rate of salary for the exchange assignment. If the exchange assignment is less than full-time, the salary and benefits shall be pro-rated in the same proportion that the part-time assignment is to a full-time assignment in the same position
- (b) A Member who moves to a lower Grade Level under a Job Exchange Program shall receive either the Member's salary prior to job exchange or the maximum salary for the new Grade Level, whichever is the lesser.
- (c) A Member who moves to a higher Grade Level under a Job Exchange Program shall be paid the minimum salary of the new Grade Level or the Member's salary prior to job exchange, whichever is the greater.
- 28.6 Subject to clause 28.5 (a) a Member participating in the job exchange program shall do so without loss of benefits, seniority or sick leave credits that would otherwise accrue to the Member.
- 28.7 At the end of the period of participation in the job exchange program the Members shall return, subject to Article 45 – Layoff and Recall, to the position held immediately prior to the start of such period.
- 28.8 The job exchange arrangement may be terminated within one month of the start of the arrangement by the Manager of Employee Relations if either Member proves to be unsatisfactory in the position held during the arrangement. The Manager of Employee Relations shall notify the Members involved, in writing, ten (10) working days prior to the scheduled termination of the arrangement that the arrangement will be terminated and the reasons thereof.

ARTICLE 29 – POSITION SHARING

- 29.1 (a) The Board shall provide a "Position Sharing" program in accordance with the terms and conditions outlined in this Article.
- (b) For the purpose of this Article, "Position Sharing" shall mean two bargaining unit Members sharing a position.
- 29.2** (a) To be eligible for the "Position Sharing" program Members must hold the qualifications required to perform the duties of the position being shared.
- (b) In a secondary school, the position sharing arrangement may not be less than fifty (50) per cent of the full-time position and/or full-time for one complete semester. In an elementary school, the position sharing arrangement may not be less than **fifty (50)** per cent of the full time position.
- 29.3 The position sharing assignment shall be for a period not to exceed one (1) year.
- 29.4 Members wishing a position sharing assignment shall apply in writing to the Members' immediate Supervisor(s), with a copy to the Manager of Employee Relations, requesting such assignment, no later than five (5) months prior to the requested start date of the assignment. The letter of application shall indicate:
- (a) the name(s) of the Member(s)
- (b) the present position(s) held
- (c) the position to be shared
- (d) the start and end date of the period of position sharing

- 29.5 The Human Resources Department shall notify the Members and the President of the Bargaining Unit within four (4) months of the date of application whether or not the Members have been granted the position sharing arrangement requested. Such approval shall not be unreasonably withheld.
- 29.6 Members participating in the position sharing program shall be paid the rate of salary for the assignment being shared. Salary and sick leave credits shall be pro rated in the same proportion that the Member works in the shared position.
- 29.7 If the Member is enrolled in one or more of the employee benefits, the Board's contribution to the benefit premiums shall be pro rated in the same proportion that the Member works in the shared position. The Member shall pay, through payroll deduction, the remainder of the premium cost for the benefits in which the Member is enrolled during the period of the position sharing.
- 29.8(a) Subject to clause 29.8 (b), the period of position sharing may be extended beyond or shortened from the date set out in clause 29.4 (d) to a time defined by mutual consent of the Members involved in the position being shared, the Members' immediate Supervisor(s) and the Manager of Employee Relations.
- (b) At the end of the period of position sharing as outlined in clause 29.4 (d) or clause 29.8 (a), as the case may be, the Members shall return to employment, subject to Article 45 – Layoff and Recall, in the former probationary or permanent positions held immediately prior to participation in the position sharing program.
- 29.9 The position sharing arrangement may be terminated within one (1) month of the start of the arrangement by the Manager of Employee Relations if either Member proves to be unsatisfactory in the position held under the position sharing arrangement. The Manager of Employee Relations shall notify the Members involved, in writing, ten (10) working days prior to the scheduled termination of the arrangement that the arrangement will be terminated and the reasons thereof.

ARTICLE 30 – ALTERNATE HOURS OF WORK

- 30.1(a) Effective date of ratification, notwithstanding Article 37.2 (b), alternative hours of work during July and August, Christmas Recess Period and the Mid Winter Break may be applied in the following manner.
- (b) Employees must work thirty (30) hours in each week, work five (5) days per week Monday to Friday and on any given day the hours of work must occur between 7:00 a.m. and 7:00 p.m. No alternative hours of work will occur during the first two (2) weeks of July and the last two (2) weeks of August.
- 30.2 Alternative hours of work as defined above will be allowed only under the following conditions:
- Hours of work will be mutually agreed upon by the Employee and the Principal or Supervisor. It is understood that the alternate hours of work must meet the needs of the school/department.
 - An "Hours of Work" schedule shall be completed by each employee.
 - Employees must be given a lunch break of not less than thirty (30) minutes.
 - The Principal/Supervisor will make the final decision on whether or not an Employee will be permitted to work alternate hours of work.

The above-mentioned alternate hours of work may apply on a pro-rated basis in the same proportion that the part-time assignment bears on a full-time assignment.

ARTICLE 31 – TRANSFERS

Administrative Transfer

31.1 A Member who is to be administratively transferred by the Board shall be consulted at least five (5) days prior to the scheduled date of transfer. Such consultation shall be between the Member and the Human Resources Department or the appropriate Superintendent. A Member shall have a Union representative present at such meeting. The President of the Bargaining Unit shall be advised by the Board, in advance of the meeting.

31.2 Whenever possible, transfers shall be made by mutual agreement between the Member and the appropriate Superintendent. Final notification of transfer shall be made to the Member by the Human Resources Department or the appropriate Superintendent, in writing, prior to the scheduled date of transfer.

31.3(a) Where a conflict arises between members of the bargaining unit in the same school or department, or between a Member and the Principal/Supervisor, every reasonable effort will be made to resolve the conflict. In the case of conflict with members outside the bargaining unit, the Member, Board and Union shall meet to attempt to resolve the conflict. Where the conflict cannot be resolved the Board may affect an administrative transfer in accordance with Article 31.2.

(b) Where an administrative transfer is affected, the Board will:

- (i) first, look to vacancies within the same salary grade and equivalent hours of work;
- (ii) second, look at a mutual exchange between two (2) Members of the bargaining unit.

(c) Administrative transfers will not be used as a disciplinary measure.

31.4 (a) A member applying for a lateral transfer to the identical position including job title, job description, job grade and FTE, shall send a request for transfer to the Human Resources Department with a copy to the Union. This application shall be submitted between April 1st and April 15th each year, for consideration for transfer from April 15th to the following April 14th. Transfers shall be considered on the following conditions:

- i) **successful completion of the probationary period**
- ii) **completed one full school year in the position for which the transfer request has been made**
- iii) **the members personnel file shall be free of any derogatory notation including performance appraisal**
- iv) **only one transfer per school year per person transferred**

(b) Such application for transfer shall include the following information:

- (i) **the position and location the employee currently holds**
- (ii) **the FTE of the position currently held**
- (iii) **seniority date**
- (iii) **up to three (3) locations to which the member would like to transfer**

c) Upon the Board becoming aware of a vacancy, and prior to posting the position, the Board shall offer the position to members with a transfer request on file, in the following order:

- i) **to the most senior employee with a request for transfer on file, if the most senior member refuses the offer, then;**
- ii) **to the next most senior member who has submitted a request for transfer**

This order shall continue until the position is filled or there are no requests for transfer on file.

d) **A member who refuses the transfer shall be removed from the transfer list for the remainder of the application year.**

e) **Subsequent vacancies resulting from the transfer of an employee, shall be filled in the same manner**

f) **The final vacancy shall be posted as per Article 33 Job Posting.**

g) If there is no request for transfer on file, for a vacant position, it shall be posted as per Article 33, Job Posting.

ARTICLE 32 – TEMPORARY ASSIGNMENTS

32.1 A member absent from work as provided in this Collective Agreement shall be replaced by a Member in accordance with this Article.

32.2 (a) A temporary assignment which is known in advance and is for four (4) months up to and including one (1) year, shall be filled through the Board's Job Experience Program. If there are no qualified applicants, the temporary assignment shall be posted in accordance with Article 33. Only the initial temporary assignment will be posted, any subsequent temporary assignments will be filled according to Article 32.3.

(b) A temporary assignment, which is known in advance and is for a period greater than one (1) year, shall be posted in accordance with Article 33. The original temporary vacancy, and the resulting subsequent vacancy will be posted. Any subsequent temporary assignments will be filled in accordance with Article 32.3.

32.3(a) Subsequent temporary vacancies as a result of Article 32.2 and any other temporary vacancies shall be offered to the most qualified senior Member in the Department or school;

(b) If the position is not filled through (a) the Board shall fill the position with a qualified casual/temporary Member.

32.4 From time to time the Board may create a Special Task Assignment, which is time, and task definite. The Special Task Assignment shall be filled by posting the assignment in accordance with Article 33 – Job Posting.

32.5 The position left by the Member who receives the Special Task Assignment shall be filled in accordance with 32.2 and 32.3.

32.6 Temporary Assignments and Special Task Assignments under this Article shall not be greater than one (1) year without the written consent of the Bargaining Unit.

32.7 Persons/Positions Outside the Bargaining Unit

(a) Where a Member of the Bargaining Unit successfully applies for a temporary vacant position or a term/task position outside the Bargaining Unit, the Employer shall notify the Union of the Employee's name and the date that the Employee will commence duties in the new position.

(b) A Member of the Bargaining Unit who accepts a temporary/term/task position, with the employer, for a maximum period of twelve (12) months, shall have the right to return to his or her former position within the Bargaining Unit. Such Member shall continue to accumulate seniority during such period.

(c) In the event a Member of the Bargaining Unit accepts a position in a non-union position the Member will be required to continue to pay dues during the term of the position.

(d) Where a Member of the Bargaining Unit accepts a permanent position outside the Bargaining Unit, he/she shall not have a right to return to a Bargaining Unit position.

ARTICLE 33 - JOB POSTING

33.1 If the Board creates a new position or when any position within the bargaining unit becomes vacant, the Board shall post a notice through e-mail to all Members. Wherever possible, the Board will post the position within fifteen (15) days of the vacancy for a period of five (5) working days in all work locations covered by this Agreement. The posting period shall commence on a Tuesday and shall close at the end of normal business hours on the fifth (5th) working day following.

33.2 A vacancy shall exist when the incumbent Member is promoted, demoted, permanently transferred to another position, dies, resigns, retires or is terminated for just cause. A vacancy shall also exist when a new job is created.

33.3 (a) A vacancy, shall be filled by the procedure outlined in Article 31.4, Voluntary Transfer, before being posted.

(b) If there are no qualified applicants from permanent bargaining unit Members to a posted vacancy, the vacancy shall be open to qualified temporary and casual Members covered by this Collective Agreement.

(c) If there are no applicants from permanent, probationary, casual or temporary Members and no Members on the recall list to a posted vacancy, the Board may fill the vacancy from outside the Bargaining Unit.

33.4 The posting shall identify the work location, the Grade Level, Job Title, annual salary range, starting date, general requirements of the position, **whether the candidates will be tested**, to whom applications are to be sent and the due date for such applications.

33.5(a) A Member who wishes to apply for a posted vacancy shall submit a written application prior to the due date stated on the job posting. A resume attached to the application shall also be submitted by the Member, which shall indicate the applicant's qualifications and experience.

(b) The Board will endeavour to hold interviews within ten (10) working days from the closing of the posting, but in no case will the interviews be held beyond twenty (20) working days from the closing date of the posting. This provision shall not apply during school recess periods.

33.6 In filling any posted vacancies under this Collective Agreement, the Board shall base its decision on the applicant's qualifications and skill level to perform the duties of the position. If qualifications and skill level are relatively equal, the Board shall select the most senior candidate.

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

33.8 The Board shall notify the Bargaining Unit President, in writing, the names of all successful applicants to posted positions within ten (10) working days of the appointment.

33.9 The Board shall transfer the successful applicant to the new position within thirty (30) calendar days of the final selection unless otherwise mutually agreed upon by the Board and the President of the Bargaining Unit.

ARTICLE 34 – JOB CLASSIFICATION AND RECLASSIFICATION

34.1 When the Board creates a new position, the board shall:

- (i) establish the salary using the agreed evaluation plan;
- (ii) provide the Bargaining Unit with a summary of the major responsibilities;
- (iii) advise the Bargaining Unit of the assigned salary and job classification

34.2 After six (6) months of the incumbent being in the new position, the position shall be reviewed jointly by the parties using the agreed to job evaluation plan.

34.3 Notwithstanding Article 34.2, the position may be reviewed earlier if mutually agreed by the Board and the Bargaining Unit.

34.4 When the duties of a position are substantially changed, the position shall be re-evaluated using

the agreed to evaluation plan.

ARTICLE 35 – JOB PERFORMANCE APPRAISALS

35.1 The Board shall develop a revised performance appraisal system.

35.2 A Member is entitled to be notified at a meeting with Board representatives that the Member is to be put on review for unsatisfactory job performance. The Board shall inform the Member and the President of the Bargaining Unit, prior to the day of the meeting, of the Member's right to have the President of the Bargaining Unit or Chief Negotiator present and also the time and place of such meeting.

35.3 A Member shall have the opportunity to sign and add comments to the performance appraisal.

35.4 Bargaining unit Members shall not be required to discipline or evaluate other bargaining unit Members.

ARTICLE 36 – HEALTH AND SAFETY

36.1 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the *Occupational Health and Safety Act* and its Regulations.

36.2 The Union agrees to assist the Board in maintaining proper observation of all occupational health and safety rules.

36.3 Two (2) representative appointed by the Bargaining Unit Executive shall serve on the Board's Joint Health and Safety Committee.

36.4 It is the responsibility of the Member to report to the Member's immediate Supervisor any equipment or process which is in the opinion of the Member unsafe or hazardous or any condition, which is unhealthy. If any difference of opinion exists between the Member and the Member's immediate Supervisor, the Member may refer the matter to the Union representative of the Joint Health and Safety Committee. The Union representative shall contact the Health and Safety Officer who shall ensure that all necessary actions are taken to address the concern of the Member.

36.5 The Board and the Union agree that the Guidelines for the Structure and Function of the Joint Health and Safety Committee shall be attached to the Collective Agreement as information. Such Guidelines are subject to mutual agreement between the parties to this Agreement.

36.6 The Board shall provide first aid training to those Members who, on a voluntary basis, wish to obtain such training. No Member shall be required to take first aid training.

36.7 The Board, in consultation with the Medical Officer of Health, shall establish procedures for control of body fluid-borne infectious diseases. Such procedures shall be made available in each work location.

36.8 All reported WSIB incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee.

36.9 The Board agrees to provide the OCTU bargaining unit with representation on the Board constituted committee to address Violence in the Workplace.

ARTICLE 37 – HOURS OF WORK

37.1(a) The Board recognizes that each work week for full-time Members shall be thirty-five (35) hours of work, worked in five (5) days, Monday to Friday inclusive, of seven (7) hours each day.

(b) Notwithstanding Article 37.2 (b), such hours shall not be scheduled/worked in less than three and one-half (3 ½) consecutive hour blocks.

(c) The Board recognizes that each workweek for part time members shall be seventeen and one-half (17 ½) hours per week, Monday to Friday inclusive.

37.2(a) The scheduled hours of work for a Member may vary depending upon the location of work but shall be seven (7) hours per day for full-time Members, and three and one-half (3 ½) hours per day for part-time Members as follows:

(i) Administrative Buildings – between the hours of 8:30 a.m. to 5:00 p.m.

(ii) Secondary Schools – at least one secretary will begin work forty (40) minutes prior to the commencement of the instructional day.

(iii) Elementary Schools – one half (1/2) hour prior to the commencement of the instructional day.

Notwithstanding the above, no Member shall commence work prior to 7:30 a.m. nor shall a Member begin work later than 9:00 a.m.

Each Member shall also be entitled to a one (1) hour unpaid lunch break which shall be scheduled as close as possible to the mid-point of the Member's workday.

(b) The scheduled hours of work during July and August, the Christmas Recess period and the Mid-Winter Break, may vary depending upon the location of work but shall be six (6) hours per day normally between 8:00 a.m. and 4:00 p.m. In Secondary Schools, the hours of work shall be six (6) hours per day commencing at 7:30 a.m. and ending at 2:30 p.m. with a one (1) hour lunch, or 8:00 a.m. and ending at 2:30 p.m. with a one-half (1/2) hour lunch. Each Member shall be entitled to a one (1) hour unpaid lunch break which shall be scheduled as close as possible to the mid-point of the Member's workday. There shall be no reduction in the weekly salary/wages as a result of this reduced schedule.

37.3 All exceptions to the above hours will be reported annually by the Employee's Supervisor to the Human Resources Department. Human Resources shall inform the President of the Bargaining Unit of those exceptions.

37.4 Each Member shall be entitled to one fifteen (15) minute paid break per half (1/2) day worked. The Member may take this break away from the Member's workstation.

37.5(a) The hours of work for Members holding the position of summer school secretary only be from 7:30 a.m. to 2:00 p.m. with a thirty (30) minute unpaid lunch break.

(b) There shall be no reduction in the weekly salary/wages as a result of this reduced schedule 37.5(a) for ten-month and twelve-month Members holding the position of summer school secretary.

(c) In addition to the salary/wages paid in 37.5 (b), ten (10) month Members holding the position of summer school secretary shall receive 4% vacation pay on each pay.

37.6 A twelve (12) month Member who works as an Elementary School Secretary for ten (10) months at the time of the signing of this collective agreement shall continue to be employed on a twelve (12) month basis until such time as the Member applies to another position/location. If the Member is the successful applicant, upon commencement of work in the new position, the Member shall be employed based on the hours of work/work year as indicated on the job posting to which they applied.

ARTICLE 38 – OVERTIME

38.1 From time to time the Board may request a Member to work overtime. Such request shall be in accordance with this Article.

38.2 (a) For the purpose of this Article, overtime shall mean one of the following:

- (i) Prearranged overtime shall mean work performed on Board premises, approved by the Member's immediate Supervisor, performed outside the normal scheduled hours for which notification must be given a minimum of twenty-four (24) hours in advance. Time shall be counted from the time the Member reports for work until the Member finishes work.
- (ii) Emergency overtime shall mean work performed on Board premises, that could not be predicted prior to the day the work was identified, approved by the Member's immediate Supervisor, performed outside the normal scheduled hours which is not prearranged overtime. Time shall be counted from the time the Member reports for work until the Member finishes work.

(b) In extenuating circumstances, overtime may be performed off Board property when prior approval is obtained from the Supervisor. Overtime performed off Board property shall be recorded on a time sheet and signed by both the Employee and the Supervisor.

38.3 Overtime shall be paid at one and one-half times the Member's regular salary rate for:

- (i) all work in excess of thirty-five (35) hours per week,
- (ii) all work done on a Saturday
- (iii) all work done on a recognized paid holiday, plus any holiday pay to which the Member is entitled pursuant to Article 41.

38.4 Overtime shall be paid at two (2) times the Member's regular salary rate for all work done on a Sunday.

38.5 When overtime is required, the Supervisor shall ask first the Member who holds the position in which the work is normally done. If that Member refuses the overtime, the Supervisor may then ask another Member in the same department if the Member wishes to do the overtime.

38.6 A Member who has left the premises of the Board following the Member's normal work day and is called to return to work overtime, shall be paid a minimum of three (3) hours of overtime at the rate as provided in this Agreement.

38.7(a) A Member who has accumulated overtime hours shall receive time off in lieu of payment with the lieu time reflecting the appropriate overtime rate. If the Supervisor and the Member cannot agree to the scheduling of the lieu time, it shall be paid to the Member on the bi-weekly pay period closest to August 31st as stipulated under 38.7 (d).

(b) The Member may bank overtime hours to a maximum of **two (2)** weeks. The request to take the lieu time will not be unreasonably withheld.

(c) Banked overtime hours must be taken in lieu time in the same year earned, if earned between September 1st and June 30th. Overtime earned between July 1st and August 31st may be carried over for up to six (6) months from the time it was earned.

(d) Banked overtime hours not used, and overtime hours worked above the four (4) weeks, shall be paid to the Member, at the appropriate premium rate of pay on the bi-weekly pay period closest to August 31st if earned prior to July 1st. Banked overtime hours not used shall be paid to the Member at the appropriate premium rate of pay at the end of the six (6) month period in which it was earned if earned between July 1st and August 31st.

38.8 A Member who works in excess of three (3) consecutive hours of overtime shall be entitled to one (1) fifteen (15) minute break after each three (3) hour period.

38.9(a) A Member who works more than four (4) consecutive hours of overtime shall be entitled to one (1) hour unpaid mealtime during the scheduled overtime.

(b) The Board shall pay to a Member a meal allowance of five (5) dollars when:

- (i) a Member works at least four (4) consecutive hours overtime; or
- (ii) when a Member is required to work overtime immediately after the end of the Member's normal quitting time and overtime extends up to 7:00 p.m. or later.

38.10 A record of all overtime shall be maintained on overtime sheets provided by the Board. When lieu time is taken or payment is made to the Member, both the Member's immediate Supervisor and the Member shall initial the overtime hours to which the lieu time or payment applies. The Supervisor shall forward a copy of the initialled overtime sheets to which the lieu time or payment applies, to the appropriate Superintendent.

ARTICLE 39 – CHANGE IN HOURS OF WORK

39.1 Upon the request of a Principal, a Member who holds a ten (10) month position as a school secretary may be permitted to work up to five (5) additional days during the summer break. Under unusual circumstances upon the request of a Principal and subject to the approval of Executive Council, a Member who holds a ten (10) month position as a school secretary may be permitted to work up to a further five (5) days, during the summer break. If worked, normal salary/wages shall be paid.

39.2 A Member may request, in writing, to participate in an alternative work arrangement such as a reduction in work schedule and/or ten (10) month employment, subject to the following conditions:

- (i) Page 25, Article 37.2(i);
- (ii) Such request shall specify the period of the reduced work schedule and/or ten (10) month assignment, not to exceed one (1) year;
- (iii) Page 25, Article 37.2(iii).

39.3 Members requesting alternative work arrangements shall submit their request in writing to the Member's immediate Supervisor, with a copy to the Manager, Employee Relations.

39.4 The Board shall notify the Member within two (2) weeks of the date of application whether or not the Member's request for alternative work arrangements has been granted.

ARTICLE 40 – PAID HOLIDAYS

40.1 The Board shall grant to each Member the following recognized paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Easter Monday
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Labour Day

40.2(a) A Member employed on a ten (10) month basis shall be entitled to the recognized paid holidays listed in clause 40.1 except the August Civic Holiday.

(b) A Member employed on a ten (10) month basis shall not be entitled to the Holidays as outlined in clause 40.6.

40.3 If any of the recognized paid holidays in clause 40.1 falls on a Saturday or Sunday and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays in Article 40.1 falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

- 40.4 A part-time Member shall be paid for a recognized paid holiday under this Article at the rate of pay the part-time Member would have received if the part-time Member had otherwise worked that day.
- 40.5 Subject to Article 41 – Paid Vacations, if a recognized paid holiday referred to in this Article falls within a Member’s vacation period, the Member shall receive an additional day off with pay.
- 40.6 The half (1/2) day prior to Christmas Day and the half (1/2) day prior to New Year’s Day shall be recognized holidays; or if substituted for under Article 40.3, the half (1/2) day before each of the two (2) observed holidays.
- 40.7 If a Member is on unpaid leave of absence or on layoff in accordance with this Agreement when a recognized paid holiday as listed in clause 40.1 occurs, that Member shall not be entitled to the recognized paid holiday unless otherwise qualified for payment in accordance with the Employment Standards Act.
- 40.8 If a Member is on sick leave and off the active payroll of the Board, because there are no sick leave credits remaining in the Member’s Sick Leave Credit Account, for a period in excess of six (6) consecutive months, that Member shall not be entitled to holiday pay under this Article.

ARTICLE 41 - PAID VACATIONS

- 41.1 The Board shall grant paid vacation periods to each Member in accordance with the terms and conditions outlined in this Article.
- 41.2(a) The Board shall maintain a record of paid vacation entitlement for each Member based on the years, and parts thereof, of service from the most recent date of hire with the Board completed by August 31st prior to the vacation period to be taken.
- (b) For the purpose of this Article, the most recent date of hire shall be the date of last hire where there has been no termination of employment since that date.
- (c) A Member who was given credit for split service prior to the signing of this Agreement shall continue to retain such service for vacation entitlement.
- 41.3(a) Every Member shall be granted by the Board an annual paid vacation according to the following schedule:
- | Years of Service Prior to September 1st | Entitlement |
|---|----------------------------------|
| less than 1 year | 3 weeks pro rated to time worked |
| 1 year | 3 weeks |
| 8 years | 4 weeks |
| 17 years | 5 weeks |
| 24 years | 6 weeks |
- (b) The pay for any vacation period shall be calculated on the Member's annual salary as provided in Schedule A.
- 41.4(a) Vacations will normally be taken during the months of July and August but alternate scheduling may be permitted with the approval of the Member’s immediate Supervisor. Such requests for alternate scheduling shall not unreasonably be withheld.
- (b) The Member shall inform the Board about the Member’s request for paid vacation by completing the vacation schedule form provided by the Board.
- (c) If more than one (1) Member in a work location or department requests the same vacation time off, then, the most senior Member shall be granted the first choice the initial year after ratification of this Agreement. Thereafter, vacation time shall be on a rotation basis beginning with the next most senior Member having first choice.

- (d) The choice of vacation time by seniority referred to in clause 41.4 (b) is to be implemented only when a problem may occur in a department whereby two or more Members have chosen the same vacation period and it is necessary that one of those Members must be available to maintain the efficient operation of the department.
 - (e) There will be a minimum of two (2) Members in a Composite Secondary School Office at all times.
- 41.5(a)** A ten (10) or twelve (12) month Member working in elementary schools shall take their vacation during regular scheduled breaks. This provision will also apply to ten (10) month Members working in Instructional Services and Media Services.
- (b) A ten (10) month member shall have the Member's vacation entitlement pro-rated to ten twelfths of the vacation entitlement earned as of August 31st.
 - (c) If the Member has sufficient vacation entitlement combined with recognized paid holidays, the Member shall receive the normal rate of pay in accordance with the following:
 - (i) Two (2) week's pay during the Christmas Break, which will consist of a combination of vacation entitlement and recognized paid holidays.
 - (ii) One (1) week's pay during the March break, which will consist of a combination of vacation entitlement and recognized paid holidays.
 - (iii) Payment for the Christmas and March Break periods will be made on the regularly scheduled pay coinciding with or next following the break periods.
 - (iv) No record of employment for E.I. purposes will be issued in December or March in lieu of the vacation period.
 - (v) Ten (10) month Members shall receive the remainder of their vacation entitlement in a lump sum payment on the first regular pay in June.
- 41.6(a) If a Member who is entitled to vacation pay quits, is discharged or otherwise is terminated from employment with this Board, the Member shall be paid vacation pay on the date of termination based on the amount of vacation time to the credit of the Member at the date of termination. If the termination does not occur on August 31st, the vacation entitlement under this Article shall be pro-rated in accordance with the amount of time the Member was on the active payroll during the twelve (12) month period immediately preceding the August 31st on which the vacation entitlement would have been determined except for the termination. If a Member's termination from employment is caused by the death of the Member, the payment under this clause shall be made to the Member's estate.
- (b) A Member who is on an unpaid leave of absence or on layoff, as provided by this Agreement, for a period greater than one (1) month or on sick leave and off the active payroll, because there are no sick leave credits remaining in the Member's Sick Leave Credit Account, for more than six (6) consecutive months shall have the vacation entitlement under this Article pro-rated in accordance with the amount of time the Member was on the active payroll during the twelve (12) month period immediately preceding the August 31st on which the vacation entitlement is determined.
 - (c) "On the active payroll" shall include but not be limited to paid vacation time and paid sick leave.
- 41.7 In the event of the death of a family member during a Member's scheduled vacation time the Member may request in writing to the Manager, Employee Relations, consideration to replace vacation time lost as a result of bereavement. Such request shall not be unreasonably withheld. The onus shall be on the Member to provide any necessary information or documentation required to support the request. Any vacation time replaced shall be credited to the Member for use at a future vacation period.
- 41.8 If a Member is hospitalized for reasons of illness or injury 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 four (4) consecutive days during the Member's vacation period, the Member may request in writing to the Manager, Employee Relations, to substitute sick leave credits, as provided in Article 27, 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. The onus shall

be on the Member to provide any necessary information or documentation required to support the request.

41.9 If a recognized paid holiday falls within a Member's vacation period, the Member shall receive an additional day off with pay.

41.10(a) Vacation entitlement will be earned based on service during the twelve (12) month period beginning September 1st and ending August 31st the following calendar year.

(b) Subject to clause 41.10 (c), vacation entitlement shall be taken prior to the December 31st immediately following the August 31st.

(c) Upon approval of the Superintendent, a Member may defer up to five (5) vacation days credit up until March 31st following the end of the calendar year.

(d) A Member may take vacation entitlement earned, pro-rated to the time worked from September 1st to the work day immediately preceding the start of the vacation, between January 1 and June 30th in the year in which service is being calculated.

(e) Subject to clause 41.10 (c), a Member may take any remaining vacation entitlement earned between July 1st and December 31st.

(f) Full vacation entitlement shall be deemed to have been earned as of July 1st of each year.

41.11 Members retiring with an immediate pension at any time in the vacation year, prior to using their vacation, shall be entitled to the same vacation or vacation pay which would have been earned if they had continued in employment to the end of the vacation year.

ARTICLE 42 – TRAVEL ALLOWANCE/MILEAGE

42.1 The Board shall reimburse each Member who is authorized to use a vehicle on approved Board business in accordance with Board Policy.

ARTICLE 43 – MEDICAL PROCEDURES

43.1 Except in a medical emergency, the Board shall not require any Member to administer medication, perform any medical/physical procedures or examine students for communicable conditions or diseases. No Member shall be liable if the Member volunteers to assist the Principal/Vice-Principal in a medical emergency.

43.2 A bargaining unit Member who volunteers to administer medication or perform medical procedures will be fully covered by the Board's liability insurance.

ARTICLE 44 – PROBATIONARY PERIOD

44.1(a) All Members appointed to their first permanent position shall serve a probationary period of six (6) continuous months from the date of hire.

(b) The probationary period for ten (10) month Members is exclusive of July and August.

44.2 A Member shall be informed in writing within three (3) months of successful completion of the probationary period.

ARTICLE 45 – LAYOFF AND RECALL

45.1 The Board agrees that job reduction shall be accomplished through normal attrition first, then the layoff and recall procedures shall apply.

45.2 The Board agrees that in the event of layoff, no Member covered by the bargaining unit shall be treated in a manner, which is inconsistent with the terms of Article 45.

45.3 The Board agrees that when a decision is made to layoff, make a position redundant, close a school or department, the Board shall notify the Union in writing, and each Member affected by the layoff.

45.4 A Member who is to be laid-off shall be given appropriate notice in accordance with the Employment Standards Act.

45.5(a) If a Member has been informed in writing by the Board that the Member will be laid off because of redundancy or closure, the Member may exercise the Member's right to retain a position with the Board in accordance with Article 45 – Layoff and Recall.

(b) Layoff procedures shall be subject to the following order;

(i) Temporary and Casual Members in order of service beginning with the Member with the least service as provided in Schedule "C" shall be displaced to the Temporary and Casual pool;

(ii) Probationary Members in reverse order of date of hire;

(iii) Permanent Members in order of seniority beginning with the least senior Member.

45.6 The following layoff procedures in Articles 45.5 to 45.21 inclusive shall apply only to permanent and probationary Members.

45.7(a) The Board shall identify those positions to be eliminated as a result of a decision to layoff, make a position redundant, or close a school or department.

(b) Members occupying eliminated positions shall be declared surplus.

45.8 The equivalent number of Members as were declared surplus in Article 45.5 (b) shall be declared redundant on the basis of date of hire for probationary Members beginning with the most recent date of hire and seniority for permanent Members beginning with the least senior and placed on the Temporary Redundancy List.

45.9 For the purpose of the displacement procedure, the Member is entitled, wherever possible, to either a full-time or half-time status.

Through the displacement process, a Member may voluntarily elect to accept, on a permanent basis, a position that is less than their status (full-time/part-time; 12 month/10 month) prior to displacement.

If the Member makes such a choice, the Board's obligation to the Member shall have been met, however, the Member shall be allowed to return to the Member's former grade level, if it becomes available within thirty (30) months of the Member's displacement.

45.10 The Board shall identify all vacancies by grade level, created by attrition or created by placing the least senior Members on the Temporary Redundancy List.

45.11(a) All vacancies described in Article 45.10 shall be filled according to the following displacement procedures:

(b) In order of seniority for permanent Members beginning with the most senior and on the basis of date of hire beginning with the least recent date of hire for probationary Members, each surplus Member who is not on the Temporary Redundancy List shall be displaced into a vacant position in the Member's salary grade provided the surplus Member is qualified;

(c) (i) Failing 45.11 (b), the surplus Member shall be displaced into a position in their salary grade held by the least senior Member holding a position for which the surplus Member is qualified;

(ii) The Member displaced in clause 45.11 (c) (i), shall now be declared surplus and shall continue through the displacement procedures in order of seniority for permanent Members beginning

- with the most senior and on the basis of date of hire beginning with the least recent date of hire for probationary Members;
- (d) Failing 45.11 (c) (ii), the surplus Member shall be displaced into a position in the next lowest job grade according to the same procedure described above until a position is attained by the surplus Member.
- (e) Failing 45.11 (d), the surplus Member is added to the Temporary Redundancy List.
- 45.12 All remaining vacancies shall be posted according to Article 33 – Job Posting. Postings shall be open to all permanent and probationary Members including Members on the Temporary Redundancy List.
- 45.13 All Members remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as a permanent Member scheduled for layoff.
- 45.14** If a Member employed half-time or less displaces a full-time Member under these procedures, it may be necessary to share the assignment with another Member.
- 45.15 If, under these procedures, a Member is transferred to a position at a lower salary grade, the Member's existing weekly salary rate shall be red-circled for a period of up to two (2) years, or until the rate of pay for the position catches up to or supersedes that which the Member is presently receiving. In such case the Member shall no longer be red-circled. At the end of the two (2) year period the Member shall then be paid at the maximum of the grade level of the position.
- 45.16 A Member shall have the right to be recalled for thirty (30) months from the date of layoff.
- 45.17 (a) A Member displaced and transferred to another position under these procedures shall be given the opportunity to return to the Member's original grade level of equal or lesser time when a position becomes vacant within thirty (30) months from the date of displacement.
- (b) A Member as stated in 45.17 (a) shall have the right to be reinstated to a position in their original grade level, for which they are qualified. Such reinstatement shall be offered as follows:
- (i) a less than point seven (.7) employee to a half-time position
- (ii) a point seven (.7) or more employee to a full-time position
- Such Member shall then assume either the half-time or full-time equivalency on a permanent basis until such time as the Member posts to another position.
- 45.18 (a) The Board shall not hire from outside the Bargaining Unit to fill future vacancies within the bargaining unit until:
- (i) first filling the position in accordance with Article 45.17;
- (ii) then, if a vacancy remains, posting the position in accordance with Article 33 – Job Posting. Posting shall be open to all permanent and probationary Members including Members on the Recall List ; and
- (iii) then, if a vacancy remains, offering the opportunity, in order of seniority or less recent date of hire, as the case may be, among other Members on the Recall List, to a Member on the Recall List who is qualified for the position.
- (b) Postings of vacancies will be made available through the Union Office, for those Members on the Recall List.
- 45.19 A Member who is given notice of layoff may, in writing, waive the right of recall, and receive a severance allowance equal to two (2) week's salary for each year of service, up to a maximum of twenty-six (26) weeks' pay. The Board shall have no further obligation to a Member who elects to receive a severance allowance instead of retaining the right of recall.

- 45.20(a) A Member on layoff and subject to recall shall, for a period of thirty (30) months commencing from the date of layoff, be given first consideration to perform supply work or to fill a temporary assignment within the bargaining unit, providing the laid off Member is qualified and capable of performing the duties. The laid off Member shall be required to advise the Human Resources Department from time to time as to the Member's availability for such work.
- (b) During the period of recall and while working in a casual or temporary assignment, the Member may elect to receive full benefit coverage. The Board shall contribute its share of the premium cost for the Member's benefit coverage. If the Member withdraws from benefit coverage during the period of recall, the Member shall be ineligible to re-enrol. If the Member is not employed during any working month, the Member shall contribute the full premium cost of such benefit coverage.
- (c) During the period of recall and while working in a casual or temporary assignment, the Member shall accrue two (2) days sick leave per month to be added to the sick leave balance of that Member at the end of the recall period. Sick leave will not be granted during any month in which the Member is not working during that month. If a Member is working in a casual or temporary assignment during the period of recall and is absent due to illness or personal injury, then the Member may draw upon the accumulative sick leave balance that the Member had in the sick leave account at time of displacement. At the end of the recall period the total number of sick days earned during the recall period shall be added to the Member's sick leave credit account together with any sick leave balance the Member had at time of displacement minus any days used during the period of recall.
- 45.21 If a Member, subject to layoff or on recall, refuses in writing, an offer of employment of equal or greater time on the permanent staff under these procedures, the Board shall have no further obligation to the Member under this Collective Agreement.
- 45.22 The Board shall provide Employee Assistance Service through the Board's EAP Program for Members affected by these procedures.
- 45.23 If a Member is recalled to the permanent staff from layoff within thirty (30) months of the date of layoff, the Member's seniority and sick leave will be reinstated as if there was no interruption of service.
- 45.24 If a Member, who held a twelve (12) month position, is transferred under this Article to a ten (10) month position, the Member shall be offered by the Board other work during a school break period.
- 45.25 Nothing in Article 45 precludes the right of a Member or the Union to file a grievance regarding the application of Article 45.

ARTICLE 46 – PENSION PLAN

- 46.1(a) Subject to Article 46.1 (b) and (c), the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) shall be the recognized Pension Plan for Members of the Office, Clerical and Technical Bargaining Unit.
- (b) A Member who holds certification as a teacher shall become and remain a Member of the Ontario Teachers' Pension Plan (T.P.P.).
- (c) The Board shall maintain any and all pension plans to which Members of this bargaining unit belong prior to the signing of this Agreement as outlined in Appendix "A".
- 46.2 Effective January 1, 1988, Members who are part-time shall be given the option of joining the O.M.E.R.S. Basic Pension Plan (future service) consistent with the provisions of the *Ontario Pension Benefits Act* and O.M.E.R.S.

46.3 The Board shall make the appropriate deductions from the Member's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Member and Board pension contributions as required.

ARTICLE 47 - INSURED EMPLOYEE BENEFITS

47.1 Effective date of ratification the Board agrees to administer the plan or benefits as set out including the execution of appropriate payroll deductions for the Member's share in premiums for those Members who elect to participate in the coverage identified in Article 47.2 (a).

47.2(a) The following benefits shall be made available to each Member of the Bargaining Unit:

(i) Semi-Private Hospital Care Plan

(ii) Extended Health Plan (no deductible) - Including Vision Care - \$250 in any twenty-four (24) month period ; Hearing Aids - up to \$500 every five (5) years ; Smoking Cessation products - \$200 lifetime maximum; Dispensing Fee capped at \$7.00 per prescription; **Orthotics and Orthopaedics - \$700 per person every two benefit years**

(iii) Basic Dental Plan

(iv) Basic Group Life Insurance - \$50,000.

(b) The Board's contribution for the benefit plans listed in Article 47.2 (a) for a full-time Member shall be 100% of the premium cost. The Board's contribution for the benefit plans listed in Article 47.2 (a) for a part-time Member shall be pro rated in the same proportion that the part-time assignment bears to a full-time assignment.

47.3(a) The Board may at any time substitute another carrier provided that the benefits conferred thereby are at least equivalent and provided the Union is given prior notice.

(b) A Member who is off the active payroll for more than six (6) months for reasons other than leave of absence for pregnancy/parental leave shall be responsible for paying in advance the full cost of any employee benefit premiums under Article 47.2.

47.4 (a) Basic Group Life Insurance

The Basic Group Life Insurance Plan will provide life insurance in the amount of three (3) times annual salary up to \$50,000. A new Member must, as a condition of employment, become and remain a member of the Basic Group Life Insurance Plan.

Amended Provisions of Group Life Policy - Total Disability Benefit

If a Member covered by the Basic Group Life Insurance Plan becomes totally and permanently disabled before reaching the age of 65 years, the Member must select one of the following options at time of disability:

Option 1 The Member may elect to receive the Member's life insurance in effect at the date of disability subject to a maximum of \$40,000. Such amount would be paid in a series of sixty (60) equal monthly instalments while the disability continues but in no event beyond the Member's sixty-fifth (65th) birthday. Any insurance in excess of \$40,000 will be continued in force without payment of premiums as long as the Member remains totally and permanently disabled (subject to any reductions or termination due to age as provided under the Plan).

If a Member covered by the Plan who is in receipt of monthly instalments dies before the full number of monthly instalments has been paid, the commuted value of the remaining unpaid instalments will be paid to the Member's beneficiary of record.

OR

Option 2 The Member may elect the waiver of premium benefit whereby the total amount of life insurance in effect at time of disability will be continued in force without payment of premiums as long as the Member remains totally disabled but in no event beyond the Member's sixty-fifth (65th) birthday.

Once a Member selects either Option 1 or Option 2, there will be no further opportunity to change the option chosen.

(b) **Optional Group Life Insurance**

- (i) In addition to the Basic Group Life Insurance Plan under Article 47.4 (a), a Member may elect insurance in multiples of \$25,000 up to a combined maximum (Basic and Optional) of \$200,000. The Member shall pay the full premium cost for the amount of the Optional Group Life Insurance through payroll deduction.
- (ii) A Member hired after the ratification date must, in writing, subscribe and authorize payroll deduction for the Optional Group Life Insurance in order to be covered under the Optional Group Life Insurance Plan.
- (iii) A Member on leave of absence must, in writing, subscribe for and authorize payroll deduction for Optional Group Life Insurance within thirty-one (31) days of return to employment in order to be covered under the Optional Group Life Insurance Plan.
- (iv) A Member not subscribing for the Optional Group Life Insurance within the time limits above may apply for coverage at a later date by making written application authorizing appropriate payroll deduction and providing evidence of insurability satisfactory to the Insurance Company. The Optional Group Life Insurance will be effective on the first day of the month following approval of the evidence of insurability by the carrier.
- (v) Member may decide, in writing at any time, to cancel Optional Group Life Insurance. Such cancellation will be effective on the first (1st) day of the month following receipt by the Board of the request for cancellation.
- (vi) A Member must be actively at work on the effective date of Optional Group Life Insurance. If a Member is not actively at work on the effective date, Optional Group Life Insurance will commence on the date the Member returns to work on a regular basis.

47.5 The Optional Dependent's Group Life Insurance will be increased for those Members who are presently covered to provide - \$25,000 - spouse; \$10,000 - each dependent child. The Member shall pay the full premium cost for such coverage.

47.6 The full amount of the E.I. Rebate shall accrue to the credit of the Board as in the past.

47.7 (a) **Dental Plan**

For full-time Members, the Board shall contribute one hundred per cent (100%) of the premium cost of the Basic Dental Plan. The plan shall reimburse a claimant 100% of the cost of the insured services of Basic Services and 75% of the cost of Endodontics and Periodontal based on the current O.D.A. rate schedule minus one year. Newly hired Members shall be enrolled in the Plan effective the first of the month coincident with or next following date of employment. A Member who does not wish to be enrolled under the Plan shall sign a Waiver Form to be provided by the Board. A Member who waives dental coverage shall be permitted to enrol in coverage at a later date during the lifetime of the Agreement only during a thirty (30) day open enrolment period on the anniversary date of the policy.

- (b) The Board will contribute 50% of the premium cost for full time Members for Major Restorative Benefits. The plan will reimburse a claimant 75% of the cost of the insured services (based on the current O.D.A. rate schedule minus one (1) year with benefits limited to \$2,000 per person per year. The Member shall pay the remainder of the premium cost through payroll deduction.
- (c) The Board will contribute 50% of the premium cost for full time Members for Orthodontic Services. The plan will reimburse a claimant 50% of the cost of the insured services (based on the current O.D.A. rate schedule minus one (1) year) with benefits limited to a lifetime maximum of \$2,000 per person. The Member shall pay the remainder of the premium cost through payroll deduction.
Note: Effective November 1, 1999, coverage for basic check-ups shall be increased from six (6) to nine (9) months.
- (d) The Board's premium contribution for part-time Members for the Dental Plan benefits listed in Articles 47.7 (a), (b) and (c), shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.

47.8 A Member who retires before the compulsory retiring age and who receives an immediate pension through the Board's recognized Pension Plans shall have the option of retaining coverage at the Member's own cost under the Dental, Semi-Private Hospital Care, and Extended Health Plans of Article 47.2 under the following conditions:

- (a) (i) The Member must elect to retain coverage within thirty-one (31) days of retirement date, otherwise coverage shall be cancelled.
- (ii) All Members retiring on or after September 1, 2001 will be provided with the Retiree Benefit Package as outlined in Article 47.8 above. However, the applicable premium rates will be determined by the overall rate experience for this Retiree Group.
- (b) If the Member withdraws from coverage at any time prior to age sixty-five (65), the Member shall be ineligible to re-enrol in coverage.
- (c) Coverage shall remain in effect until age sixty-five (65) if a Member so elects.
- (d) The Member shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage will be cancelled.
- (e) The benefits under the Extended Health Plan for a retiree shall be limited to \$15,000 during the entire period of the Member's coverage under this Article.

47.9 **Retirees Group Life Insurance Plan**

A Member who retires before the compulsory retiring age and who receives an immediate pension through the Board's recognized Pension Plans shall have the option of retaining a \$50,000 life insurance policy until the age of 65. The policy shall not include disability coverage. The Member who so elects such a policy shall pay the full amount of the premium, based on the same premium rate as for the basic plan, annually in advance; otherwise the Member's coverage shall be cancelled.

47.10 **Long Term Disability Plan**

- (a) The Board shall continue to make payroll deductions for those Members who have elected at their own expense to contribute the premium cost for Long Term Disability insurance coverage. Members who are scheduled to work half time or greater will be eligible for long-term disability coverage.
- (b) It shall be a condition of employment that all new employees hired on and after the selection of a new Long Term Disability Plan to become and remain members of that long term disability plan.
- (c) Once a new long-term disability plan is selected, there shall be an open enrolment within three (3) months of the selection of the plan whereby Members shall be allowed to join the LTD Plan.
- (d) Once a new long term disability plan is selected, the President of the Bargaining Unit and the Manager, Employee Relations will meet to agree upon the Board's responsibilities with respect to the administration of the Plan.

47.11 **Spousal Benefits**

The spouse of a deceased Member may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Hospital Care, Extended Health and Dental Plans under the following conditions:

- (a) the spouse may elect to retain coverage within thirty-one (31) days of the date of death of the deceased Member.
- (b) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased Member. Coverage shall be cancelled the first day of the month following the spouse's sixty-fifth (65th) birthday or upon remarriage.
- (c) the spouse shall pay to the Board in advance the full annual cost of the coverage; otherwise, the coverage shall be cancelled
- (d) if the spouse withdraws from coverage at any time, then the spouse will be ineligible to re-enrol in coverage.

NOTE: In the event of the death of a Member (ten (10) month employee) over the summer period, the thirty-one (31) day provisions in (a) above, shall be calculated from September 1st.

- 47.12 The Board shall provide current benefit booklets to each Member. Amendments to these booklets shall be sent to each Member every second September thereafter.
- 47.13 The Board shall provide to the Union a current copy of each master policy, which covers the benefits outlined in this Article.
- 47.14 Members in ten (10) month positions shall be covered for twelve (12) months for the benefit in which a Member is enrolled.
- 47.15 The parties agree to establish and maintain throughout the life of this Agreement an Employee Benefit Committee for the purpose of reviewing and making recommendations concerning the employee benefit package to Administration and/or the appropriate committee of the Board and/or the Employees.
- 47.16 It is understood that the benefits provided under this Collective Agreement will not be less than those provided to city office, clerical and technical bargaining unit staff prior to November 1, 1999.

ARTICLE 48 – PAY SCHEDULE

- 48.1 The regularly scheduled payday shall be bi-weekly, every other Thursday.
- 48.2 Members who are probationary or permanent shall be paid in accordance with Schedule “A”.
- 48.3 Members who are Casual or Temporary shall be paid in accordance with Schedule “C”.

ARTICLE 49 – PERMANENT EMPLOYEE SENIORITY

- 49.1(a) For permanent Members of this bargaining unit on staff as of date of ratification of this agreement, seniority is defined as the length of continuous service from date of last hire with the Board and shall include seniority with any predecessor Board.
- (b) For permanent Members hired after the date of ratification, seniority is defined as the length of continuous service in a Bargaining Unit position from date of last hire to the Bargaining Unit and shall include seniority as a casual/temporary Member as defined in this Article.
- (c) A probationary Member will not be placed on the seniority list until the Member has completed the probationary period as stated in Article 44.
- (d) When a Temporary or Casual Member in the Bargaining Unit becomes a permanent Member in the Bargaining Unit, permanent seniority shall be calculated as follows:
- (i) one (1) day for each day worked for the Board up to a maximum of one thousand (1,000) days;
 - (ii) each two hundred and fifty (250) days will equal one (1) year’s seniority
 - (iii) less than two hundred and fifty (250) days will be pro-rated to the nearest month.
- 49.2(a) As of December 31, 1997 service for Temporary and Casual Members, on the Casual Supply List is defined as the number of days worked in such positions as determined by the predecessor Boards as of December 31, 1997.
- (b) The calculation of service for Temporary and Casual Members after December 31, 1997 up to date of ratification shall be in accordance with the common provisions established by the parties on May 7, 1998.
- (c) The calculation of service for Temporary and Casual Members hired on or after the date of ratification of this agreement, service shall be defined as the number of days worked in positions covered by this Collective Agreement.

- 49.3(a) The Board shall establish a seniority list for permanent Members by start date showing each Member's name, seniority date, hire date, position and salary grade.
- (b) Such seniority list shall be arranged from most senior to more junior.
- (c) Such list shall be brought up to date and sent to the President of the Bargaining Unit by April 1st, and October 1st of each year.
- (d) In compiling the seniority list for the first time, following date of ratification, all ties shall be broken by a lot mutually agreed upon by the Board and the Bargaining Unit. Such order ranking shall be the order on the seniority list from that date forward.
- (e) For newly hired members to the bargaining unit from date of ratification, all ties shall be broken as follows:
- (i) if two (2) or more Members have the same seniority credit, the Member with the most total experience with the Board shall be considered the most senior.
- (ii) if still tied, the seniority standing of the Member shall be determined by a method of lot mutually agreed upon by the Board and the Bargaining Unit.

Such ties shall be broken at the next time of updating the seniority list and shall remain in such rank order from that time forward.

49.4 Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting. Complaints shall be made by the Member, in writing, to the Manager, Employee Relations, with a copy to the Bargaining Unit President. If no complaint is received within that time, then the list is deemed to be accurate.

49.5 If a Member accepts a temporary assignment to a non-union position with the Board outside the Bargaining Unit, not to exceed twelve (12) months in duration, the Member shall continue to accumulate seniority. Such Member shall continue to pay union dues and levy during the time of such assignment.

49.6 A Member will continue to accumulate seniority under the following conditions:

- (a) during an absence due to illness or injury;
- (b) while on WSIB;
- (c) while on an approved leave of absence as provided under this Agreement;
- (d) while working scheduled time (which includes vacations and holidays).

49.7 A Member will lose seniority standing over the following conditions:

- (a) if the Member terminates employment with the Board;
- (b) if the Member is discharged and such discharge is not reversed through the grievance/arbitration procedure or other legal procedure available to the Member;
- (c) if the Member fails, after a layoff, to return to work within ten (10) working days after the Board has given the Member notice of recall by registered mail, unless an extension is granted by the Board due to an emergency or other reason;
- (d) if a Member is laid off by the Board and has exhausted all rights of recall under Article 45 – Layoff and Recall;
- (e) if the Member accepts a permanent position with the Board outside the Bargaining Unit.

ARTICLE 50 – DEFINITIONS

50.1 For the purpose of interpreting the language of this Collective Agreement the following definitions shall be used:

- (i) "Agreement" shall mean this Collective Agreement.
- (ii) "Bargaining Unit" – shall mean the Office, Clerical and Technical Unit. Ontario Secondary School Teachers' Federation (O.S.S.T.F.), District 21, Hamilton-Wentworth.
- (iii) "Board" – shall mean The Hamilton-Wentworth District School Board.

- (iv) "Collective Agreement" – shall mean this collective agreement between The Hamilton-Wentworth District School Board and the Ontario Secondary School Teachers' Federation representing The Office, Clerical and Technical Unit of The Ontario Secondary School Teachers' Federation District 21, Hamilton-Wentworth.
- (v) "Employee/Member" – shall mean a member of the "Bargaining Unit".
- (vi) "Employer" – shall mean The Hamilton-Wentworth District School Board.
- (vii) "Part-time" when referring to a person employed by the Board shall mean a person who is working less than full-time.
- (viii) "Permanent" – shall mean the permanent staff of the board and includes both probationary and permanent members.
- (ix) "School Year" – means the period of time from September to June 30th.
- (x) "Union" – shall mean the Ontario Secondary School Teachers' Federation.
- (xi) **"Full-time" when referring to a person employed by the Board shall mean that each workweek shall be thirty-five hours per week, Monday to Friday inclusive.**

ARTICLE 51 – SCHOOL CLOSURE

- 51.1 In the event of school closure, a Redeployment Committee shall be established no later than one (1) week after the notice of the school closure is given to the Union. The mandate of the Committee is to:
- (a) Identify and propose how deployment of affected bargaining unit Members shall be done.
 - (b) The Joint Committee will be comprised of three (3) representatives of the Board plus a Co-Chair and three (3) representatives of the Union plus a Co-Chair. Meetings of the Joint Committee shall be held during regular work hours. Time spent attending such meetings shall be considered as time worked.
 - (c) Each party shall appoint a co-chair for the Committee. Co-chairs shall alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing correspondence as the committee may direct.
 - (d) The mandate of the committee is to recommend how the changes will be implemented within the bargaining unit. The Board agrees to provide the committee with all pertinent staffing, work organization and financial information necessary for the committee to carry out its mandate.

ARTICLE 52 – JOB DESCRIPTIONS

- 52.1 The establishment of and/or revision of job descriptions shall be the responsibility of the Board.
- 52.2 The Board shall provide each Member with a copy of the Member's most recent job description that is on file with the Board.
- 52.3 Each time a new position is created, the job description shall be forwarded to the President of the Bargaining Unit and to the incumbent if appropriate.

ARTICLE 53 – PROFESSIONAL DEVELOPMENT DAY

- 53.1 There will be the equivalent of up to one workday for job related Professional Development activities, at no expense to the Board. In order to maintain service levels within the schools and departments, the In-Service will be provided in one-half (1/2) day sessions with a maximum of one-half the bargaining unit being available for any one session. All probationary and permanent Members and those temporary and casual Members working in long term assignments may participate in this day.
- 53.2 The President of the Bargaining Unit, the Manager, Employee Relations **or designate** will meet each year during the month of September to determine the appropriate date(s) for the Professional Development Day.

ARTICLE 54 – RETIRING AGE

54.1 The compulsory retiring age for Members in the bargaining unit shall be sixty-five (65). In the year in which the age of sixty-five (65) is reached, the Member of the bargaining unit shall retire on either:
(i) June 30 or August 31 of that year if the Member’s birthday is before September 1, or
(ii) June 30 or August 31 of the following year if the Member’s birthday is on or after September 1.

ARTICLE 55 – DURATION OF AGREEMENT

55.1(a) This agreement shall be effective on the date of ratification and remain in force until the 31st day of August 2006 and shall continue in force from year to year thereafter. In any year not more than ninety (90) days before the date of termination of the agreement, either party shall furnish the other with notice to negotiate the Collective Agreement.
(b) Notwithstanding the foregoing, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

55.2 The parties shall meet within fifteen (15) days after giving of notice by either party for the purpose of entering into negotiations.

ARTICLE 56 – GENERAL

56.1 All letters of agreement and all appendices shall form part of this agreement.

ARTICLE 57 – AMENDMENTS

57.1 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties. Any such revision or amendment shall not become effective until ratified by the Board and the Union.

57.2 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of the Collective Agreement which would have the effect of altering or modifying any part of the Agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the Collective Agreement shall continue in effect for the duration of the Agreement.

Dated at HAMILTON, ONTARIO this _____ day of September, 2004.

**ON BEHALF OF O.S.S.T.F., OFFICE, CLERICAL
AND TECHNICAL BARGAINING UNIT**

ON BEHALF OF THE BOARD

SCHEDULE "A"
SALARY AND GRADE LEVELS

A.1(a) Effective September 1, 2003 Members shall be paid in accordance with the following salary grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	25,918	26,785	27,653	28,521	
3	26,540	27,410	28,278	29,145	
4	27,472	28,340	29,210	30,078	
5	28,424	29,292	30,161	31,029	
6	30,498	31,474	32,451	33,427	
7	32,596	33,573	34,551	35,528	
8	34,726	35,703	36,680	37,656	
9	37,976	38,954	39,931	40,908	
10	42,325	43,302	44,278	45,255	
11	45,537	46,622	47,706	48,793	49,878
12	50,161	51,246	52,330	53,415	54,501
13	56,296	57,381	58,468	59,552	60,637

NOTE** There shall be a \$200 bonus for permanent fulltime and part-time employees on staff as of September 1, 2004.

(b) Effective September 1, 2004 Members shall be paid in accordance with the following salary grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	26,436	27,321	28,206	29,091	
3	27,071	27,958	28,843	29,728	
4	28,022	28,907	29,794	30,679	
5	28,992	29,878	30,764	31,649	
6	31,108	32,103	33,100	34,096	
7	33,248	34,245	35,243	36,238	
8	35,420	36,417	37,414	38,409	
9	38,736	39,733	40,729	41,726	
10	43,172	44,168	45,164	46,160	
11	46,448	47,554	48,660	49,769	50,875
12	51,164	52,271	53,377	54,483	55,591
13	57,422	58,529	59,637	60,744	61,850

(c) Effective September 1, 2005 Members shall be paid in accordance with the following salary grid:

Grade	Minimum	1 Year	2 Years	3 Years	4 Years
2	26,965	27,867	28,770	29,673	
3	27,612	28,517	29,420	30,323	
4	28,582	29,485	30,390	31,293	
5	29,572	30,476	31,379	32,282	
6	31,730	32,746	33,762	34,778	
7	33,913	34,930	35,947	36,963	
8	36,129	37,145	38,162	39,177	
9	39,511	40,527	41,544	42,560	
10	44,035	45,052	46,067	47,083	
11	47,377	48,505	49,634	50,764	51,893
12	52,188	53,316	54,444	55,573	56,703
13	58,571	59,699	60,830	61,958	63,087

(d) The salary of a part-time Member shall be pro rated in the same proportion that the part-time assignment bears to a full-time assignment.

(e) The salary for ten (10) month Members shall be pro rated to ten twelfths of the annual salary.

A.2 (a) The anniversary date for a Member hired prior to January 1, 1965 shall be September 1st.

(b) The anniversary date for a Member hired on or after January 1, 1965 shall be calculated from the first day of the month coinciding with or next following the last date of appointment to the probationary staff.

A.3(a) A Member not at the maximum salary of a Grade level shall advance on the salary grid by means of an annual increment effective on the anniversary date.

(b) The payment of an increment on the salary grid level is conditional upon satisfactory job performance. Where an increment is to be withheld, the Member shall be notified in writing at least sixty (60) days in advance of the date on which the increment is due.

A.4(a) Where a Member is promoted to a position classified at a higher salary level, the Member shall receive the minimum salary for the higher level. If the Member's salary prior to promotion is greater than the minimum salary the Member shall receive the salary step next higher to their present salary and progress towards the salary maximum for the level in accordance with the incremental schedule for the classification.

(b) The anniversary date of a Member, promoted to a position classified at a higher salary level, shall not change as a result of the promotion.

- A.5 A Member demoted to a position classified at a lower salary grade shall receive either the Member's existing salary or the maximum salary for the lower grade level, whichever is the lesser.
- A.6 When a Member is assigned for a period of two (2) weeks or more as a replacement in a position classified in a higher grade level, the Member shall be paid the minimum salary for the higher grade level or \$20.00 per week, whichever is greater. Such payment will be retroactive to the date the Member assumed the assignment.
- A.7(a) A new Member to staff shall receive the minimum salary of the grade level for the Member's position.
- (b) For initial salary placement purposes, a Casual or Temporary Member appointed to the probationary staff to the same position held as a Casual or Temporary Member on and after the ratification date of this Agreement, shall be placed on the salary grid in accordance with the commencement date of the last casual or temporary assignment for which there was no intervening break in employment.
- A.8 A permanent Member who holds a signed agreement between the Board and the Member, prior to ratification of this agreement, shall maintain rights under the signed agreement until such time as the Member leaves the position held when such agreement was signed.
- A.9 Effective date of ratification, Computer Operators working outside of normal hours of work as per clause 38.2 (a), shall be paid \$1.60 per day.
- A.10** The following shall be used in the calculations of pay:
- (a) "Annual Salary" - the salary identified at each cell of the grids described in this Article.
- (b) "Ten-month Annual Salary" - ten twelfths of the "Annual Salary" as described in this Article.
- (c) "Monthly Rate" - "Annual Salary" as described in this Article divided by twelve (12).
- (d) "Weekly Rate" - "Annual Salary" as described in this Article divided by fifty-two (52).
- (e) "Daily Rate" - "Weekly Rate" divided by five (5).
- (f) "Hourly Rate" - "Daily Rate" divided by seven (7).
- A.11 The Board agrees to maintain Pay Equity in accordance with the requirements of the Pay Equity Act.

**SCHEDULE “B”
JOB TITLES AND GRADES**

Grade 4	
Kit Services Clerk LLRC, Library Clerk Media Library Clerk	Printing Clerk Student Services Clerk Systems Generalist, Ed Centre

Grade 5	
Assessment Centre, Office Assistant Budget Assistant Business Communications Assistant	LLRC, Office Assistant Secondary School Office Assistant

Grade 6	
Accommodation & Boundaries Assistant Accommodation & Planning Assistant Accounts Payable Clerk Continuing Education Assistant Enrollment Assistant Facilities Rentals Administrator Mailroom Administrator	Plant Department Assistant Purchasing Assistant Secondary School Accounts Administrator Section 19 Assistant SEMS Assistant Student Services Assistant

Grade 7	
Administrative Assistant to the Manager of Caretaking Administrative Assistant to the Manager of Computer Services Administrative Assistant to the Manager of Finance Administrative Assistant to the Manager of Maintenance Services Athletics Assistant Budget Analysis Clerk Communication Services, Assistant Computer Operator Continuing Education Office Administrator Continuing Education, Student Data Administrator Elementary School, Office Assistant ESL/SW – French Assistant Human Resources Assistant	Outdoor Education Site Technician Payroll Clerk Printing Services Coordinator Psychological Services, Assistant Secondary School Student Data Administrator SEMS Administrator Sick Leave Administrator Social Work Services, Assistant Special Education, Assistant Student Services Office Administrator Vocational School, Office Assistant WSIB Clerk / HR Greeter

Grade 8	
Alternative Education, Office Administrator Assessment Assistant Benefits Administrator Bookkeeper Elementary School, Office Administrator Help Desk Administrator Insurance Assistant Library Technician, LLRC	Library Technician, Secondary School Senior Accounts Payable Clerk Stage Technician Student Records Coordinator Student Services Department Administrator Training and Support Coordinator Transportation Officer Vocational School, Office Administrator

Grade 9	
Accounting Analyst Media Services Coordinator	Science Technician Secondary School, Office Administrator

Multi Media Technician Pensions Administrator	Student Developmental Specialist Web Master
--	--

Grade 10	
Buyer Community Service Coordinator Computer Technician Facilities Services Technician	Financial Analyst Health & Safety Technician Regulated Substance Technician

Grade 11	
Business Analyst Computer Technician, Project Coordinator Corporate Network Administrator	Corporate Systems Administrator Systems Librarian

Grade 12	
Athletics Coordinator	

Grade 13	
Program Research Analyst	

SCHEDULE “C”
TEMPORARY AND CASUAL MEMBERS

C.1 “Casual Employee” – means a Member of the bargaining unit hired to replace an employee who is absent; for a period of one (1) year or less; or to provide additional assistance for a period of less than one (1) year.

C.2 “Temporary Employee” – means a Member of the bargaining unit hired for a continuous period of employment in the same assignment to replace a Member absent, on leave of absence or to provide additional assistance for a period of more than one (1) year to a maximum of two (2) years.

C.3 A Casual Member shall be paid:
September 1, 2004 \$12.60 per hour
September 1, 2005 \$12.85 per hour

There shall be a \$100 signing bonus for casual employees on staff as of January 1, 2004.
There shall be a \$50 signing bonus for casual employees hired after January 1, 2004 up to date of ratification.

C.4 A Temporary Employee shall move on the grid according to time in the position.

C.5 In addition to the amounts received under clauses C.3 to C.5 inclusive, a Casual or Temporary Member shall receive four per cent (4%) of the salary/wages received as vacation pay.

C.6 Part-time Casual or Temporary Members shall have the amounts received under clauses C.3 to C.6 paid in the same proportion that the part-time assignment bears to a full-time assignment in the same position.

C.7(a) A full-time Casual or Temporary Member employed in the same assignment for a period of six (6) months or more shall receive seventy-five dollars (\$75.00) per employment month worked. Such payment shall be paid in lieu of benefits and shall be paid to the Casual or Temporary Member at the end of the assignment or upon enrolment in the benefit plans.

(b) A casual Member who is hired on a part-time basis shall be entitled to a benefit amount, which is pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.

(c) For the purpose of clause C.7, a Casual Member in a ten (10) month position assignment shall not count the months of July and August as part of the six (6) month period.

C.8 The Board shall reimburse, at the Board’s current rate per kilometre, each Casual or Temporary Member who is required to travel between two or more locations within the Board’s jurisdiction on the same day if the permanent Member the Casual or Temporary Member is replacing normally receives the allowance.

C.9(a) A Temporary Member shall be paid the minimum rate of the Grade Level, in which the position is located, in accordance with Schedule “A” – Salary and Grade Levels.

(b) On the anniversary day of holding the position, the Temporary Employee shall move the next step level on the grid in accordance with Schedule “A”.

C.10 In addition to the amount received under Clause C.9, a Temporary Member shall receive four per cent (4%) of the salary/wages received as vacation pay.

C.11 A Temporary Member, after one year of continuous employment in the same position, shall be eligible for insured employee benefits in accordance with Article 47 – Insured Employee Benefits.

If the Temporary Member enrolls in the Benefits provided under Article 47, the Temporary Member is no longer eligible for the payment under clause C.7 (a).

- C.12 After six (6) months of service, where there has not been a break of more than five (5) consecutive working days, a Temporary Member who is hired to fill a full time assignment or for extra assistance shall be entitled to two (2) days of sick leave credit per consecutive month of employment for reasons of personal illness or injury. Such sick leave shall be cumulative to the end of the assignment.
- C.13(a) Temporary Members who complete one (1) year of continuous employment in the same position shall be appointed to the probationary staff of the Board.
(b) Temporary Members who complete two (2) years of continuous employment while participating in a position sharing arrangement or while replacing a permanent member who is absent and who is scheduled to return to work, shall not qualify to be appointed to the probationary staff of the Board.
- C.14 A Casual or Temporary Member who works the scheduled day before and the scheduled day after a recognized paid holiday as in Article 40, shall be paid for the recognized paid holiday.
- C.15** Night School Secretaries shall be considered Casual Members and shall be paid:
September 1, 2004 \$11.25 per hour
September 1, 2005 \$11.45 per hour

In addition to the above rates Night School Secretaries shall receive four per cent (4%) vacation pay.

TEMPORARY AND CASUAL SERVICE LIST

- C.16(a) As of December 31, 1997 service for Temporary and Casual Members, on the Casual Supply List as is defined as of the number of days worked in such positions as determined by the predecessor Boards as of December 31, 1997.
(b) The calculation of service for Temporary and Casual Members after December 31, 1997 up to date of ratification shall be in accordance with the common provisions established by the parties on May 7, 1998.
(c) The calculation of service for Temporary and Casual Members hired on or after the date of ratification of this agreement, service shall be defined as the number of days worked in positions covered by this Collective Agreement.
- C.17(a) The Board shall establish a service list for Temporary and Casual Members by days worked showing each Member's name and last date of appointment to the casual staff.
(b) Such service list shall be arranged from the Member with the most service to the Member with the least service,
(c) Such list shall be brought up to date and sent to the President of the Bargaining Unit in January of each year.
(d) In compiling the Temporary and Casual Member service list, all ties shall be broken through a system of lot mutually agreed to by the Board and the Union.
- C.18 The following articles of this Collective Agreement do not apply to Casual Members:

Article 6	Collective Agreement
Article 12	Job Security
Article 15	Bereavement Leave
Article 16	Miscellaneous Leaves of Absence
Article 17	Personal Leaves of Absence
Article 19	Paternal Leave
Article 22	Extended Parental Leave
Article 24	Deferred Salary Leave Plan
Article 26	WSIB Supplement

Article 27	Sick Leave
Article 28	Job Exchange
Article 29	Position Sharing
Article 31	Transfers
Article 32	Temporary Assignments
Article 39	Change in Hours of Work
Article 41	Paid Vacations
Article 44	Probationary Period
Article 46	Pension Plan
Article 47	Insured Employee Benefits
Article 49	Permanent Employee Seniority
Appendix "B"	Supplemental Employment Benefits (EI Sub Plan)

C.19 The following Articles of this Collective Agreement do not apply to Temporary Members:

Article 6	Collective Agreement
Article 12	Job Security
Article 17	Personal Leaves of Absence
Article 19	Paternal Leave
Article 22	Extended Parental Leave
Article 24	Deferred Salary Leave Plan
Article 27	Sick Leave
Article 28	Job Exchange
Article 29	Position Sharing
Article 31	Transfers
Article 32	Temporary Assignments
Article 39	Change in Hours of Work
Article 41	Paid Vacations
Article 44	Probationary Period
Article 46	Pension Plan
Article 49	Permanent Employee Seniority
Appendix "B"	Supplemental Employment Benefits (EI Sub Plan)

APPENDIX "A"

SUPPLEMENTARY TYPE I PENSION PLAN FOR FORMER HAMILTON BOARD MEMBERS

For full-time Members on staff as of January 1, 1981, the Board shall implement an O.M.E.R.S. Supplementary Type I Past Service Pension Plan based on two percent (2%) for each Member's best sixty (60) consecutive month's average salary multiplied by years of credited service times one hundred percent (100%) of gross benefit minus any offset for Canada Pension Plan (C.P.P.). Credited service means service with the Board before participation of the Board in the O.M.E.R.S. Basic Pension Plan on September 1, 1966. A Member's credited service will be pro-rated in accordance with the normal O.M.E.R.S. Regulations.

APPENDIX "B"

EMPLOYMENT BENEFITS (SEB) PLAN

Supplemental Employment Benefit (SEB) Plan for The Hamilton-Wentworth District School Board.

1. The object of the plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. This plan covers the Office, Clerical and Technical Bargaining Unit Employees.
3. The other requirements imposed by the Employer for the receipt or the non-receipt of the SEB are:
 - (a) An Employee must be eligible to receive pregnancy or parental leave benefits from E.I.
 - (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
 - (c) Payment will not be made for any week in the waiting period, which falls outside the Employee's normal employment period. An Employee employed on a ten (10) month basis will not be supplemented for any week during the waiting period, which falls during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
6. Employees do not have a right to SEB payments except for supplementation of E.I. benefits for the unemployment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to seventy percent (70%) of the Employee's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by Employees will not exceed ninety-five percent (95%) of the Employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is for the two (2) week waiting period.

9. The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.
10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.
11. The Employee must provide the Employer with the proof that the Employee is getting E.I. benefits or that the Employee is not getting benefits for reasons specified in the plan.
12. The Employer will use the E.I. receipt of the Employee to verify that the Employee is receiving E.I. benefits or other earnings.

**RETIREMENT GRATUITIES - FORMER CITY EMPLOYEES –O.S.S.T.F.
(FOR INFORMATION)**

- 26.10(a) Subject to the Education Act, the Board, on the termination of a Member's service for the purposes of retirement, shall pay a retirement allowance based on one half (1/2) the number of days standing in the Member's Sick Leave Credit Account multiplied by the daily rate of pay and;
- (i) the Board shall pay the said amount to a Member who terminates employment with the Board and who has attained the age of sixty-five (65) years
 - (ii) the Board may, in its discretion, pay the said amount to such Member, who terminates employment with the Board and has attained either the age of sixty (60) years or has been twenty (20) years in employment with the Board.
 - (iii) the payment under clause 27.10 (a) shall be paid by the Board to the Member within thirty (30) calendar days of termination of employment or on or before December 31st of the calendar year in which employment was terminated, whichever occurs first.
- (b) The amount paid under clause 27.10 (a) shall not exceed the amount of one-half the earnings received by the Member in the year immediately prior to the termination of employment.

**RETIREMENT GRATUITIES – FORMER CITY EMPLOYEES – O.P.E.I.U.
(FOR INFORMATION)**

- 21.09 Subject to the Laws of Ontario, the Board on the termination of an Employee's service for the purpose of retirement, shall pay a retirement allowance based upon one-half (1/2) the number of days standing in the Sick Leave Credit Account of such Employee multiplied by the per diem salary and,
- (a) the Board shall pay the said amount to such Employee who terminates his/her service and has attained the age of sixty-five (65) years
 - (b) the Board may, in its discretion , pay the said amount to such Employee, who terminates his/her service and has attained either the age of sixty (60) years or has been twenty (20) years in the service of the Board.
- 21.10 This system may be amended, from time to time, by Resolution of the Board.

The Laws of Ontario provide :

“That on the termination of employment no employee shall be entitled to more than an amount equal to his salary, wages or other remuneration for one-half the number of days standing to his credit and in any event not in excess of the amount he would have earned in six (6) months at the rate received by him immediately prior to termination of employment”.

**RETIREMENT GRATUITIES – FORMER COUNTY EMPLOYEES – C.U.P.E
(FOR INFORMATION)**

Eligibility: The eligibility of an Employee for a retirement gratuity shall be determined on the following basis:

- (a) An Employee upon retirement must be entitled to an immediate pension, must be 55 years of age or over and must have served ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education, before becoming entitled to a Sick Leave Credit Gratuity on retirement,

OR

- (b) An Employee retiring on the grounds of ill health must have served ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability, which prevents the Employee from being gainfully employed.
- (c) An Employee who fails to qualify for retirement gratuity under the provisions of Clause 7(a) hereof solely because the Employee has failed to serve ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education shall never the less qualify for a partial retirement gratuity if the Employee fulfills all other requirements of Clause 7(a) in accordance with the following:

If the Employee serves eight (8) continuous years of service within schools within the jurisdiction of The Wentworth County Board of Education – fifty percent (50%) of the retirement gratuity provided under Clause 8 hereof. If the Employee serves nine (9) continuous years of service within schools within the jurisdiction of The Wentworth County Board of Education – seventy-five (75%) of the retirement gratuity provided under Clause 8 hereof.

In all other respects The Wentworth County Board of Education Sick Leave and Retirement Gratuity Plan - Non-Teaching Employees shall remain in effect.

Payment of Retirement Gratuity

Payment of retirement gratuity shall be made on the following basis:

- (a) Eligible Employees shall be paid a sum equivalent to the number of sick leave days accumulated, subject to the allowable maximum, multiplied by one half (1/2) the basic daily rate of pay in force at the time of cessation of regular employment.
- (b) The gratuity shall be paid in one lump sum either at retirement or on January 15 of the year following retirement at the Employee's option. Retirement gratuity shall not exceed one-half (1/2) year's earnings at the salary computed under Clause 8(a).
- (c) If an Employee of the Board dies in service, a payment computed on the same basis as the retirement gratuity plan shall be paid to his or her beneficiary as designated in writing by the Employee. If no beneficiary is named, such payments to be made to the Employee's estate.
- (d) The Board shall have the right to withhold payment of the Sick Leave Credit gratuity on retirement in the case of any Employee who is discharged or caused to resign "with cause".
- (e) A part time Employee working half-time or more on a regular basis should be entitled to a Sick Leave Credit Gratuity on Retirement, providing Eligibility is based on ten (10) continuous years of service.

RETIREMENT GRATUITIES – FORMER COUNTY EMPLOYEES – ADMINISTRATIVE (FOR INFORMATION)

7. Retirement Gratuity

Eligibility – The eligibility of an Employee for a retirement gratuity shall be determined on the following basis:

- (a) An Employee upon retirement must be entitled to an immediate pension under the Ontario Municipal Employees Retirement System (OMERS) or Teachers' Superannuation Act, must be fifty-five (55) years of age or over and must have completed ten (10) continuous years of service with Boards now within the jurisdiction of the Wentworth County Board of Education.

OR

- (b) An employee retiring on the grounds of ill health must have served ten (10) continuous years of service with Boards now in the jurisdiction of the Wentworth County Board of Education to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability, which prevents the Employee from being gainfully, employed and be so certified by a medical practitioner.

8. Payment of Retirement Gratuity

Payment of retirement gratuity shall be made on the following basis:

- (a) Eligible Employees shall be paid a sum equivalent to the number of sick leave days accumulated to a maximum of two hundred and thirty (230) days multiplied by one half (1/2) the daily rate of pay in force at the time of cessation of regular employment, but in no event shall the sum exceed one-half the Employees annual salary.

For the purpose of calculating Sick Leave Credit gratuity on retirement only, an Employee who retires during the calendar year shall receive, as of the date of retirement, the same number of sick leave credits as would be received had they remained in the Board's employment until December 31 without further absences

- (b) The Sick Leave Credit Gratuity on retirement shall be paid in one lump sum either at retirement or on January 15, of the year following retirement at the Employee's option provided that any claimant for retirement gratuity must have notified the Board by January 1 of the year in which they intend to retire, if payment is required in the year of retirement, otherwise the gratuity will not be payable until January 15th of the following year.
- (c) If an Employee dies in service, payment of gratuity computed on the same basis as the Sick Leave Credit Gratuity on Retirement shall be made to their beneficiary as legally designated in writing by the Employee. In the absence of such designation, such payment shall be made to the Employee's estate.
- (d) The Board shall have the right to withhold payment of the Sick Leave Credit Gratuity on retirement in the case of any Employee who is discharged or caused to resign with just cause. The provisions of this paragraph shall in no way limit the Employee's right to challenge discharge or resignation.

9. This plan shall become effective January 1, 1985 and shall supersede all former plans

10. Interpretation – Interpretation of the foregoing is vested in the Superintendent of Business and Treasurer subject to any provisions of special or general legislation and direction of the Board.

LETTER OF UNDERSTANDING – BOARD POLICIES

1. The parties agree that the Union shall have one (1) representative on each Committee that the Board/Administration establishes to develop Board policies and to make recommendations to the Joint Advisory Committee (JAC).
2. The parties agree that during the term of this Collective Agreement, the Union will have participation in the development/review of the following policies:
 - (a) Harassment
 - (b) Inclement Weather
 - (c) Performance Appraisal
 - (d) Progressive Discipline
 - (e) Safe Schools/Anti-Violence
 - (f) Accommodation of Employees
3. The parties agree that the Union will have participation in the development/review of the hiring and equity policy issues.
4. The parties agree that additional policies may be added to the list in #2 above.

LETTER OF UNDERSTANDING O.M.E.R.S. ENROLMENT FOR PART-TIME MEMBERS

Within one month of date of ratification of this Collective Agreement, the Board will ensure that each part-time Member of the bargaining unit who is eligible to enrol in O.M.E.R.S. is given an opportunity to accept or waive enrolment in the Pension Plan.

LETTER OF AGREEMENT RE: INCLEMENT WEATHER

The parties agree that, during the lifetime of the Collective Agreement, members of O.S.S.T.F., Office, Clerical & Technical Bargaining Unit shall be covered by Board Policy if the school(s) are closed due to inclement weather. Bargaining Unit Members who are scheduled to work on a day when a school/work location is closed due to inclement weather will be paid for the assignment. Should the policy be revised for January, 2002, the parties shall meet forthwith to consider any impact such a policy change would have on members of O.S.S.T.F., Office, Clerical & Technical Bargaining Unit.

LETTER OF AGREEMENT RE: IDENTIFICATION OF THOSE POSITIONS HAVING HOURS OF WORK OUTSIDE NORMAL HOURS

The parties to this Agreement hereby agree that the Manager, Employee Relations and the President of the Bargaining Unit shall meet within thirty (30) days of the ratification of this Agreement to identify those positions which have hours of work which are outside the normal working hours as defined in Clause 37.2 (a), and make recommendations to the parties by December 31, 2002.

**LETTER OF AGREEMENT
RE: ONTARIO WORKS PROGRAM**

The Board agrees that no bargaining unit work shall be performed for the Board under the auspices of an "Ontario Works" Program.

**LETTER OF AGREEMENT
RE: JOB SECURITY [June 15, 2004]**

No permanent or probationary member on staff at the time of ratification of this agreement shall be laid off. The only reduction in staff shall be by attrition. The complement shall not be less than three hundred and seventeen and one-half (317 ½) FTE.

**LETTER OF AGREEMENT
RE: USE OF VOLUNTEERS**

The parties agree that volunteers are not a substitute for additional secretarial staff in the office or for the replacement of secretarial staff in the case of absence.

If volunteers are to assist in the school office, it is inappropriate for them to have access to the Ontario Student Records (OSR) cards, petty cash, and confidential information covered by the Municipal Freedom of Information and Protection of Privacy Act.

The Principal, in consultation with the school secretary, will review the list of acceptable tasks to be assigned to the volunteer. Acceptable tasks shall include, but not limited to:

- supporting the organization of in-school fund-raising events
- safe arrival checks

If volunteers are answering the school telephone, it is essential that the person identifies to the caller that a volunteer is answering the phone.

Where there is a concern over the volunteer's activities that may impact on bargaining unit work, the President will contact the Executive Officer, Human Resources. The Executive Officer, Human Resources will convene a meeting with representatives from the work site and appropriate administrative staff in order to attempt to alleviate the concern.

**LETTER OF AGREEMENT
RE: SECRETARIAL STAFFING COMMITTEE**

The Board agrees to establish a secretarial deployment committee, which will annually review the allocation of both elementary and secondary school secretarial staff.

The committee will meet no later than May 1st each year so their work may be considered for secretarial deployment for the following September. Such process will be completed by June 27th each year and will take effect for the opening of school in September.

The committee shall have up to three (3) representatives from the Union appointed by the Union. The committee will provide a report to Senior Administration, which shall include recommendations concerning the factors, which determine school secretarial deployment.

A report from Senior Administration shall be presented to the Bargaining Unit President and to the Board prior to implementation.

**LETTER OF AGREEMENT
RE: SECRETARIAL STAFFING**

All secondary school positions will be twelve (12) month positions.

Notwithstanding the above, employees in ten (10) month positions in secondary schools, as at the time of the ratification of this agreement, shall have the option of remaining at ten (10) months respectively until August 31, 2003, or until such earlier date as may be agreed by the Board, the employee, and the Union.

Should a ten (10) month secondary school employee retire or leave the position prior to August 31, 2003, such position shall become a twelve (12) month position and shall be posted as such.

Bargaining unit positions that are not located in schools shall remain as they currently are staffed with respect to work year, as a twelve (12) or ten (10) month position.

TO: ALL MANAGERS AND PRINCIPALS WHO HAVE CO-OP STUDENTS

It has come to my attention that Co-op students are being assigned to offices as a supplement to the regular complement of staff and are performing work that would normally be done by Members of the OSSTF – Office, Clerical and Technical Bargaining Unit.

The objective of the co-op program is to provide a learning experience for students to achieve a credit towards a Secondary School diploma and to prepare them for entry into the work force. If co-op students are assigned to offices, it is inappropriate for them to have access to Ontario Student Record (OSR) cards and confidential information covered by the Municipal Freedom of Information and Protection of Privacy Act. Discretion should be used when assigning tasks to co-op students.

I wish to make it clear that the co-op program is not a substitute for clerical or technical staff.

Thank you for your cooperation in this matter.

Yours truly,

Merv Matier
Director of Education and Secretary

Cc Superintendents of Education
President, OSSTF – Office, Clerical and Technical Bargaining Unit

**LETTER OF AGREEMENT
RE: SALARY BENCHMARKS [June 15, 2004]**

If the Ministry of Education provides an increase to the salary benchmarks in the funding model over and above 2% for the 2005-2006 school year, it is understood by the parties that the Board and the Union will meet to negotiate a salary increase for the year September 1, 2005 to August 31, 2006.

The parties will meet within fifteen (15) working days to negotiate such salary increase.

If there is no agreement reached by the parties regarding salary, either party may apply for conciliation.