



COLLECTIVE AGREEMENT

BETWEEN

**THE OTTAWA-CARLETON CATHOLIC DISTRICT
SCHOOL BOARD**

Hereinafter referred to as the

“Employer”

AND

THE SERVICE AND COMMERCIAL EMPLOYEES UNION

LOCAL 272

Hereinafter referred to as the

“Union” 12500 (01)

FOR THE PERIOD

SEPTEMBER 1, 1998 TO AUGUST 31, 2002

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ARTICLE 1 - PURPOSE

- 1:01 The purpose of this agreement is to establish and maintain a bargaining relationship between the Parties, to establish and maintain working conditions and conditions of employment for employees covered by this agreement and to provide procedures for the prompt and equitable disposition of grievances.

ARTICLE 2 – DEFINITIONS

- 2:01 With the exception of casuals, for the purpose of this agreement a regular employee is one who holds a bargaining unit position.
- 2:02 Gender: Wherever the context of this agreement so requires, the masculine shall be deemed to include the feminine and the singular shall be deemed to include the plural, and visa-versa.

ARTICLE 3 – RECOGNITION

- 3:01 Bargaining Unit:

The Employer recognizes the Service and Commercial Employees Union, Local 272, as the sole and exclusive collective bargaining agent for all of the employees employed in maintenance and plant operations, save and except Clerical and Office staff and Supervisors and persons above the rank of supervisor.

- 3:02 For greater clarity, the following classifications and/or positions fall within the bargaining unit:

Caretaking Staff:

- Caretaker
- Head Caretaker (Elementary)
- Head Caretaker (Secondary)

Maintenance/Trades Staff:

- General Labourer
- Groundskeeper
- General Maintenance Worker/Technician
- Maintenance Technician (Small Engines)
- Locksmith
- Building Operations Technician (HVAC)
- Carpenter
- Plumber
- Electrician

- 3:03 All existing and future employees of the Employer falling within the scope of this agreement shall as a condition of employment become members of the Union. All employees covered by this collective agreement will be required to pay union dues.
- 3:04 At the time of hire, each new bargaining unit employee shall:
- a) be advised that the workplace is unionized, that he is required to be a member of the union and that union dues will be deducted from his pay, and
 - b) be provided with a copy of this agreement, and
 - c) be provided with a Union information package, which shall include an Application for Membership and Check-off Authorization form. Said package with forms shall be provided to the employer by the Union.
- 3:05 The Employer shall provide the Union with the name and work location of all new employees hired within ten (10) days of the employee's date of hire.

ARTICLE 4 - PROBATIONARY PERIOD

- 4:01 The probationary period for a regular employee shall be ninety (90) working days.
- 4:02 It is understood and agreed by the Parties that probationary employees may be terminated at the sole discretion of the Employer due to unsatisfactory performance, lack of organizational fit and/or other valid employment related reasons provided that such termination is not arbitrary, discriminatory and/or in bad faith.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5:01 The Union recognizes that all management rights are reserved to the Employer, except as expressly limited by the terms and conditions of this agreement.
- 5:02 The parties recognize the Employer's right to:
- determine or modify staff complement
 - reorganize/restructure to meet operational requirements
 - determine if a vacancy is to be filled or a new position created

provided there has been consultation at the Labour Management Committee.

ARTICLE 6 - UNION MEMBERSHIP DUES

- 6:01 The Employer agrees to deduct all union dues, initiation fees and/or assessments from the pay of each bargaining unit employee, as directed by the Union, in writing, and to remit all such monies so deducted to the Union, as directed by the Union, in writing.
- 6:02 All monies deducted in accordance with this Article shall be forwarded to the Treasurer of the Union no later than the seventh (7th) day following the month for which said deductions apply, together with a list of employees from whom deductions were made and the amount of each deduction.
- Such list shall also contain the names of any newly hired employees and the names of any employees terminated since the previous list was provided.
- Within thirty (30) days of the ratification of this agreement, the Employer shall provide the union with a list of all bargaining unit employees and their work location.
- 6:03 Provided the Employer follows the written direction given by the Union, the Union shall indemnify and save harmless the Employer from any claim by an employee arising from the deduction and remittance of union dues, fees and/or assessments.
- 6:04 Income tax (T-4) slips shall reflect the total amount of union dues deducted/paid by each bargaining unit employee.

ARTICLE 7 - DISCRIMINATION

- 7:01 The Parties agree that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation exercised or practiced with respect to an employees' membership or activity in the Union.
- 7:02 The Parties further agree that there will be no discrimination as specified under the Ontario Human Rights Code, as amended from time to time.

ARTICLE 8 - UNION RIGHTS AND ACTIVITY

- 8:01 The Employer acknowledges the right of the Union to appoint, elect or otherwise select bargaining unit employees to represent the employees as Union Representatives, to assist employees in the processing of grievances in accordance with the provisions of this collective agreement and to perform other union-related duties, as provided for under this

collective agreement.

- 8:02 The Union shall provide the Employer with notification of the names of the Union Representatives, their titles and the effective dates of their appointment as well as any subsequent changes made to the list. The Union further agrees to limit the number of employees designated as Union Representatives to the fewest number it deems necessary to maintain acceptable levels of service for its membership.

The Union agrees that no other employee can conduct union-related business or transact with the Employer on behalf of the Union.

- 8:03 Except for emergency situations, and with the approval of the Supervisor, or in his absence, the designate, employees, including Local Union Representatives, shall not conduct union activity during regular work hours.

In the event that such approval is granted, the employee(s) shall not suffer a loss of pay for time spent conducting such authorized Union activity.

Upon completing the activities for which approval was granted, the employee/Union Representative will report his return to regular duty to his supervisor, or in his absence, the designate.

- 8:04 Subject to the approval of the supervisor, the Employer agrees that Union Representatives may enter the premises of any facility where bargaining unit employees are employed, for the purpose of investigating grievances and to perform other union-related activities. Such approval shall not be unreasonably withheld.
- 8:05 The Employer shall provide bulletin boards for the use of the Union within each work location, upon which the Union shall have the right to post notices and communiqués relating to Union matters. The Union shall provide a copy of any such notice to the Employer.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9:01 It is the mutual desire of the Parties that complaints and grievances be dealt with promptly.

- 9:02 Definition of a Grievance

A grievance under this agreement means a complaint, in writing, presented in accordance with this agreement by the Local Union on behalf of one or more employees, by the Local Union, or by the Employer, with respect to the interpretation, application, administration or alleged violation

of this agreement, or of any applicable employment legislation.

9:03 The grievance shall include:

- a) the name(s) of the grievor(s),
- b) the grievor's work location,
- c) the nature of the grievance,
- d) the date on or about which the incident giving rise to the grievance occurred,
- e) the applicable clause(s) which have(has) been allegedly violated, misinterpreted or misapplied,
- f) the redress sought, and
- g) original signature(s), at each step, of the grievor(s) and/or the authorized Local Union Representative. Original signatures are not required in the event of a group grievance, however, a listing of each employee affected is required.

9:04 The time limits specified in this Article shall exclude Saturdays, Sundays and designated holidays and may be extended by written mutual agreement of the parties.

9:05 Any grievance which is not commenced and/or carried through the grievance procedure by the grievor within the time specified and in accordance with the terms of this Article, shall be deemed to have been abandoned, without prejudice, and no further action may be taken with respect to such grievance.

9:06 Should the responding party fail to respond to the grievance within the allotted time limits at any particular step of the grievance procedure, it shall be deemed to have been escalated to the next designate of the responding party at the next step of the grievance procedure.

Notwithstanding the above, the referral of a grievance to arbitration shall be processed in accordance with Article 8 of this collective agreement.

9:07 The Employer recognizes the right of an employee to be represented by his Local Union Representative in the presentation of a grievance at any stage.

The Local Union Representative shall obtain the permission of his Supervisor to attend any such meeting(s). Where such permission is not granted, the grievance meeting shall not be convened until such time as the Local Union Representative can be present.

9:08 With an understanding of the above, grievances shall be processed in the following manner:

Step 1:

The Union shall submit the grievance, on the appropriate grievance form, to the appropriate Manager within ten (10) working days from the date on which the employee became aware, or ought to have become aware, of the circumstances giving rise to the grievance.

The Manager shall give a decision on the grievance, in writing, to the grievor, with a copy to the Union President, within ten (10) working days following receipt of the grievance, stating the reason(s) for the decision.

Step 2:

Failing settlement at Step 1, the Union shall have five (5) working days from receipt of the reply at Step 1 to process the grievance to the Superintendent of Human Resources.

The Step 2 decision shall be rendered within fifteen (15) working days following receipt of the Step 2 grievance.

Step 3:

Failing settlement at Step 2, the Union shall have five (5) working days after receiving the reply at Step 2 to escalate the grievance to the Director of Education or his designate.

The Step 3 decision shall be rendered within ten (10) working days following receipt of the Step 3 grievance.

9:09 Failing a satisfactory settlement being reached at Step 3 of the grievance process, either party may, within ten (10) working days of the decision at Step 3 of the grievance process, refer the matter to arbitration pursuant to Article 8 of this collective agreement.

9:10 Grievances related to suspension or discharge shall commence at Step 2 of the grievance procedure within ten (10) working days of the date on which the Union receives written notification of said suspension or discharge.

9:11 A group grievance is defined as a grievance which affects two (2) or more employees and shall commence at Step 2.

9:12 A policy grievance is a grievance arising directly between the Union and the Employer and shall commence at Step 2 of the grievance procedure. It is understood that such a grievance shall not deal with matters which are properly the subject of an individual or group grievance.

9:13 Employer grievances shall be submitted to the President of the Union.

9:14 The grievor shall be permitted to attend the grievance hearing at any step of the grievance process without loss of pay. In the event of a group

grievance, a maximum of two (2) employees shall be permitted to attend the grievance hearing at any step of the grievance process without loss of pay.

ARTICLE 10 – ARBITRATION

10:01 No matter shall be submitted to arbitration which has not been properly carried through the grievance procedure.

10:02 Should a grievance(s) remain unresolved after exhausting the grievance procedure, either party may request that the grievance(s) be submitted to arbitration, in accordance with this Article.

The referring party shall make such request in writing to the other indicating their preference to a single arbitrator or an arbitration panel and shall include, as the case may be;

- i) the name(s) of their nominee(s) as arbitrator or;
- ii) their appointee to the arbitration panel and their nominee(s) to act as chairperson of the panel.

10:03

- a) Where the arbitration board consists of a single arbitrator, the sole arbitrator will be selected by mutual agreement between the parties within fifteen (15) working days after the notice of intent is presented.
- b) Where the arbitration board consists of a panel, the responding party shall appoint their respective panel representative and provide their nominee(s) to act as Chairperson within fifteen (15) working days after the notice of intent is presented. The Chairperson of the panel will be selected by mutual agreement between the parties' respective nominees within ten (10) days thereafter.
- c) In the event the parties are unable to agree on an arbitrator/chairperson, one will be appointed by the Ministry of Labour.
- d) The arbitrator/board so selected or appointed shall be empowered to attempt to mediate a settlement of the matter in dispute, prior to commencing the arbitration hearing.

10:04 The arbitrator/board shall be governed by the following provisions:

- a) The arbitrator/board 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 employee or employer affected by it. A decision of the majority shall be the decision of the Board and if there is no majority, the decision of the Chairperson shall govern.

- b) In the case of an arbitration panel, the parties shall each bear the costs of their respective panel representatives and jointly bear the costs and expenses of the Chairperson.

Where a single arbitrator is used, the parties shall equally bear the cost and expenses of the arbitrator.

- c) The arbitrator/board shall not have the power to alter or amend any of the provisions of this agreement, nor to give a decision inconsistent with it. The arbitrator/board shall have the power to modify any penalty imposed by the employer and to take whatever action is just and equitable in the circumstances.
- d) The parties and the arbitrator/board shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.
- e) The arbitrator/board shall have jurisdiction to determine whether a grievance is arbitrable.

10:05 Subject to the availability of rooms, and with the approval of the arbitrator, arbitration hearings shall be held on the Employer's premises, at no cost. Where the hearing(s) are held off the Board's premises, the parties shall equally bear the cost of the facilities used.

10:06 In the application of Article 9 (Grievance Procedure) and Article 10 (Arbitration), the time limits referred to therein shall exclude Saturdays, Sundays and Holidays and may be extended by mutual agreement between the parties.

10:07 Employees who are requested by either party to attend an arbitration to act as witness shall do so without loss of pay.

The grievor may be in attendance at any and all meetings of the Board of Arbitration concerning his/her grievance without loss of regular pay unless the grievance is related to his/her discharge, in which case he/she shall not be entitled to any pay subsequent to his/her discharge if such discharge is upheld at arbitration.

10:08 Notwithstanding the above, either party may refer a grievance to arbitration pursuant to Section 49 of the Ontario Labour Relations Act.

ARTICLE 11 - DISCIPLINE

11:01 No employee shall be disciplined or discharged without just cause.

11:02

- a) The parties subscribe to the principles of progressive discipline and therefore agree that discipline shall normally be as follows:
 - i) written reprimand(s);
 - ii) suspension(s); and
 - iii) termination.
- b) Notwithstanding the above, the Employer shall continue to issue verbal warnings to employees before commencing the formal discipline process. The parties agree that such verbal warnings do not constitute formal discipline and therefore shall not be the subject of a grievance.
- c) It is understood that any step in the progressive discipline process may be by-passed for incidents of a serious nature.

11:03 The Union acknowledges that the dismissal of a probationary employee may be carried out for reasons less serious than those which would be justified for a non-probationary employee and may be carried out at the discretion of the Employer at any time during the probationary period and that such dismissal shall not be subject to the grievance procedure, provided that the decision for such a dismissal is not arbitrary, discriminatory or in bad faith.

11:04 In the event an employee is to be disciplined or discharged by the Employer, such notice of discipline or discharge from the Employer shall be in writing to the employee with a copy provided to the Union. The notice shall set forth the reason(s) for such discipline or discharge. Any written reply to such record by the employee shall become part of his record.

11:05 Written notice of discipline or discharge, shall be provided to the Union using a method of conveyance where proof of delivery can be established.

11:06 The employee may request the attendance of a local Union Representative at a disciplinary meeting.

11:07 Upon written request by an employee, the employees' record will be made available for review by the employee and/or a Union Representative, subject to reasonable notice being given of the request, and subject to arrangements being made for mutually convenient time for the review.

11:08 The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand, as long as the employee has not incurred

any further disciplinary action of a similar nature during this eighteen (18) month period.

ARTICLE 12 – SENIORITY

12:01 “System” seniority, as referred to in this agreement, shall mean the employee’s length of continuous service in the employ of the Employer from his most recent date of hire and shall include all service with the employees’ respective predecessor employer(s).

“Classification” seniority shall mean the employee’s length of service within his respective classification and shall be calculated from the employee’s last date of hire/appointment into his respective classification.

12:02 The Employer shall maintain separate seniority lists for “system” seniority and for “classification” seniority.

12:03 The Employer shall provide the Union with up-to-date seniority lists, within thirty (30) days of the signing of this agreement. Thereafter, the Employer shall post and provide the Union with up-dated seniority lists on January 1st each year.

Errors and/or discrepancies on said seniority lists must be brought to the attention of the employer within thirty (30) days of the date of posting, otherwise the list shall be deemed correct for the remainder of the respective posting period.

12:04 Newly hired probationary employees shall not attain seniority rights until they have completed the probationary period. Upon satisfactory completion of the probationary period, the employee’s name shall be added to the existing seniority list(s), showing the seniority date as the date of hire.

12:05 Seniority shall terminate when an employee:

- a) Voluntarily resigns his/her employment; or
- b) is discharged for just cause and is not reinstated through the grievance or arbitration procedures; or
- c) is absent from work without permission in excess of three (3) continuous working days without reasonable explanation; or
- d) fails to return to work, after a lay off, within fourteen (14) calendar days after being notified in writing to do so, unless through sickness or other cause verified to the satisfaction of the Employer or where the employee refuses an offer of recall; or

- e) is laid off for a period of longer than twelve (12) consecutive months; or
- f) fails to return to work upon termination of an authorized leave of absence without reasonable explanation; or
- g) is promoted, transferred or is otherwise assigned to work outside the bargaining unit unless the said employee is returned to a vacant bargaining unit position within ninety (90) calendar days.

12:06 It shall be the responsibility of the employee to keep the Employer and the Union informed of his current address and telephone number. Any changes in such information shall be provided to the Employer and to the Union in writing.

The Parties agree that all correspondence sent to an employee's last recorded address, shall be deemed to be properly addressed.

ARTICLE 13 - LAY-OFFS AND RECALLS

13:01 In the event a lay-off of employees becomes necessary, in any classification, this lay-off shall be carried out in such a manner as to maintain an efficient work force. Casuals shall be laid off first, then regular employees shall be laid off in the reverse order of their seniority, in that classification, provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications, license, skills, and ability to do the work available and who are willing to perform the work required.

13:02 In the event of lay-off, "system" seniority shall be applied to allow senior employees to "bump" less senior employees within the bargaining unit provided the senior employee has the qualifications, license, skills, and ability to perform the work. No employee shall improve his status as a result of the "bumping" process.

13:03 The Employer shall notify employees who are to be laid off at least one (1) week prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case the greater period of notice, or pay in lieu thereof, shall be given.

The Employer shall provide the Union with advance written notice of any lay-offs to be undertaken and the reason(s) why said lay-offs are required.

13:04 Copies of all lay-off notices will be forwarded to the Union President.

13:05 Employees shall retain recall rights for a period of twelve (12) months from

the date of lay-off.

13:06

- a) Employees shall be recalled in the reverse order in which they were laid-off as work becomes available provided they have the qualifications, license, skills, and ability to perform the available work.
- b) The Employer shall give notice of recall using a method of conveyance where proof of delivery can be established.

13:07 No new employee shall be hired until a person who is on lay-off from the classification and who still retains seniority has been given an opportunity for recall to all positions provided that such a person has the qualifications, license, and ability to do the work in question.

13:08 Executive Members of the Union and designated Union Representatives shall not be placed on lay-off or have their hours of work reduced so long as there is work available which they are able to perform, regardless of their classification or their position on the seniority list.

ARTICLE 14 – STAFFING: VACANCIES, PROMOTIONS & TEMPORARY TRANSFERS

Caretaker Positions

14:01 The parties recognize that, during the life of this agreement, caretaker positions shall be staffed according to the procedures established jointly by the parties at the Labour Management Committee.

These procedures include the establishment of a “pool” of candidates who have “pre-qualified” themselves to become eligible for any of the following bargaining unit positions; caretaking positions within the Plant Department, i.e. Head Caretaker – Secondary, Head Caretaker – Elementary or Caretaker.

Once placed on the respective eligibility list(s), should such position or assignment subsequently become vacant, said vacant position shall be staffed by seniority by those employees on the respective eligibility list.

14:02 The applicable “pre-qualified eligibility list” shall be used to staff in the following situations:

- a) employee requests for a lateral transfer from one location to a vacant position in another location within the employee’s respective

classification;

- b) temporary assignments to any bargaining unit position which is unmanned for sixty (60) working days or which is known to be unmanned for a period of more than sixty (60) days as a result of sick leave, leave of absence, or other cause, where the incumbent is expected to return. Following this process, any resultant unmanned position will be filled in a manner to be determined by the Employer;
- c) a promotion.

Maintenance Positions

14:03

- a) When a permanent position is to be filled, other than those specified in 14.01 above, the Employer shall post a notice of such job opportunity for a period of not less than five (5) working days, one of which must be Saturday. The employer reserves the right to advertise externally for certified trades positions.
- b) Such notice shall contain:
 - the job title, classification and assignment identification number and job description
 - the designated work schedule for the position
 - remuneration
 - qualification/skills required to perform the work
 - closing date for applications
 - instructions on how to apply
- c) Applicants meeting the basic requirements will be considered and the most suitable candidate will be hired. Applicants shall be notified, in writing, of the results of the competition. Unsuccessful applicants shall have the right to a debriefing meeting with a member of the committee regarding their candidacy for the position. Such requests shall be made in writing to the Human Resources Officer (Administrative and Support Staff) within two (2) weeks of the written notification of the results of the competition.

14:04 Employees who do not meet the “eligibility” requirements of the position(s) as described in 14:01 shall be automatically deemed to be not qualified for the position(s). Upon request, such employees shall be provided the reason(s) why they were disqualified.

14:05

- a) Employees accepting transfer to a temporary assignment in a higher classification or position with a higher rate of pay shall receive the higher rate of pay for the duration of the assignment.

- b) Employees accepting a transfer as requested by the employer to a temporary assignment in a lower classification or position with a lower rate of pay shall not have their regular rate reduced.

ARTICLE 15 - HOURS OF WORK

- 15:01 The normal work schedule shall be from Monday to Sunday and shall consist of shifts of up to eight (8) hours per day, up to forty (40) hours per week, over five (5) consecutive days per week, with two (2) consecutive days off. All shifts are exclusive of unpaid meal periods.
- 15:02 Schedules of work of employees shall be established to meet the operational needs of the Board, and to the extent possible, in a manner so as to ensure:
- a) the hours of work for employees are maximized (up to 40 hours) within their respective classification, by seniority.
 - b) Monday to Friday work schedules are maximized.
 - c) "part time" assignment hours are combined where practical to maximize hours (up to 40 hours) of work.
- 15:03 Work schedules shall generally reflect start times and finish times with consecutive paid work hours within the following shifts:
- | | |
|------------------|---------------|
| Day Shift: | 06:30 – 17:30 |
| Afternoon Shift: | 14:30 – 23:30 |
| Night Shift: | 23:00 – 07:00 |
- 15:04 Employees scheduled to work a shift of five (5) or more consecutive hours shall be provided with a one-half (1/2) hour unpaid meal period which shall normally be taken as close to mid-shift as possible.
- 15:05 Employees will be scheduled a fifteen (15) minute paid rest period in each half of their scheduled work day.
- 15:06 Unless otherwise scheduled for a shift of less than four (4) hours, once an employee reports to work for his scheduled shift, he shall receive work or pay in lieu of work for his scheduled hours, but in no case less than four (4) hours
- 15:07 Once posted, annual work schedules shall not be changed except where such change to the schedule are necessitated by an act of God or other bonafide emergency beyond the direct control of the Employer. Changes to work schedules due to unforeseen circumstances may be made following meaningful consultation at the Labour Management Committee.
- 15:08 The Employer shall endeavour to schedule shifts in such a manner so as

to ensure there is a minimum period of one-half (1/2) hour overlap shared by the shifts.

15:09 During the summer, Christmas and March breaks, or during Professional Development days, hours of work shall be scheduled, to the extent possible according to operational requirements, on the day shift.

ARTICLE 16 - OVERTIME

16:01 All overtime must be authorized, in advance, by the Employer.

Overtime at the rate of time and one-half (x 1 ½) the employee's regular rate of pay shall be paid for all authorized hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for all hours worked on the employee's 6th consecutive day worked in any given work week.

16:02 Overtime at the rate of double time (x2) shall be paid for all authorized hours worked on the employee's 7th consecutive day worked in any given work week, and for all authorized hours worked on a Statutory Holiday.

16:03 Where casual employee(s) are not available for the identified work, the Board shall request the employees who normally perform the work, by classification seniority, within the work location, to carry out such duties, as determined by the Board, on the basis of availability. The Board will determine the number of additional hours the regular permanent employees shall be assigned. Such hours may vary from the actual shift being replaced.

16:04 Regular employees who work three (3) or more hours overtime on a particular day shall be granted an unpaid meal break of one-half (1/2) hour and be entitled to a meal allowance of \$9.00.

Employees scheduled to work five (5) or more hours overtime on the 6th and/or 7th day in any given week are entitled to receive a meal allowance in the amount of \$9.00

16:05 Compensatory time off in lieu of overtime may be granted at the employee's option to a maximum of five (5) calendar days per year. Compensatory time-off must be taken during the year in which it is acquired or it shall be paid out, unless otherwise agreed between the parties.

In the case of compensatory time off, overtime hours worked will be converted to a straight time equivalent i.e. eight (8) hours at time and

one-half equals twelve (12) hours of compensatory time off. Compensatory time off shall be granted at a time mutually agreeable to the employee and the employer.

16:06 Call Back Pay

- a) Any Employee recalled to work after the completion of his/her normal work schedule, without prior notification, shall be compensated a minimum of three (3) hours at the applicable overtime rate.
- b) Employees called in to work prior to the commencement of their regular shift shall be paid overtime rates for the overtime hours they actually work or for two (2) hours, whichever is greater.

16:07 When determining eligibility for overtime pay, hours paid but not worked on a Statutory Holiday shall not apply.

ARTICLE 17 - STATUTORY HOLIDAYS

17:01 The Employer recognizes the following as paid statutory holidays:

New Year's Day	Civic Holiday (1 st Monday in August)
January 2	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

NOTE:

- a) Where a statutory holiday falls on a Saturday or Sunday, the holiday shall be observed on the following Monday.

17:02 An employee shall qualify for such paid holidays if he meets the qualifying factors set out below:

- a) He has completed his probationary period;
- b) He worked his regularly scheduled work day before and after the holiday, unless he is absent, pursuant to the terms of this agreement, or is otherwise excused by the Employer;
- c) He has not been laid off within a period no greater than seven (7) days prior to the holiday or is re-called from lay-off within seven (7) days following the holiday.

17:03 Regular employees shall receive their regular day's pay for each holiday.

17:04 Any Employee who is required to work on a holiday shall be paid for hours worked, at a rate of double time (x2) his regular rate of pay or rate of pay for job being performed, in addition to receiving the holiday pay referred to in 17:03 above.

ARTICLE 18 - VACATION LEAVE AND VACATION PAY

18:01 Employees who work twenty-four (24) hours or more per week shall be entitled on a pro-rated basis to vacation leave with pay as follows:

- a) Length of Service Paid Annual Vacation
- | | |
|------------------|--|
| Less than 1 year | 1 1/4 days per month of service |
| 1 - 5 years | 15 working days (1.25 days/month of service) |
| 6+ years | 16 working days (1.33 days/month of service) |
| 7+ years | 17 working days (1.42 days/month of service) |
| 8+ years | 18 working days (1.50 days/month of service) |
| 9+ years | 19 working days (1.58 days/month of service) |
| 10 - 15 years | 20 working days (1.67 days/month of service) |
| 16+ years | 21 working days (1.75 days/month of service) |
| 17+ years | 22 working days (1.83 days/month of service) |
| 18+ years | 23 working days (1.92 days/month of service) |
| 19+ years | 24 working days (2.00 days/month of service) |
| 20+ | 25 working days (2.08 days/month of service) |
- b) Employees who work less than twenty-four (24) hours per week shall not accrue vacation leave entitlements and shall be paid vacation pay in an amount equal to:
- i) 4% of his earnings for those employees with less than one (1) year of service or;
 - ii) 6% of his earnings for those employees with more than one (1) year of service.
- c) For the purpose of computing vacation leave entitlements, the employees' service shall be calculated from the anniversary date of his employment in a permanent position.
- d) Vacation leave days are earned at the appropriate rate in a) above for each month worked in which the employer has received at least ten (10) days pay.
- e) Vacation leave shall normally be taken during school closure periods, i.e. during the summer months, Christmas and/or March break.

- f) Subject to operational requirements and with the prior written approval of the Employer, vacation leave may be granted at other times of the year.
- g) Once scheduled, an employee's vacation leave shall not be changed without the mutual consent of the employee and the Employer.
- h) Where an employee's employment is terminated for any reason, and said employee has a positive balance of unused paid vacation leave, said vacation leave accrual shall be paid to the employee on his final pay cheque, on a pro-rated basis. Likewise, any negative balance shall be deducted from the employees' pay cheque.

18:02 Upon written request on or before December 1st of each year, with the prior approval of the Employer, the employee may carry an unused balance of vacation leave left at December 31 each year into the next year. All vacation entitlement (carryover plus newly earned credits) must be taken within the next year. Any such leave not taken within the next year shall be paid out.

ARTICLE 19 - SICK LEAVE

19:01 Accumulation of Sick Leave:

- a) All regular employees who have completed probation shall be entitled to one and one-quarter (1 1/4) days (pro-rated for less than full time employees) of paid sick leave per month for each complete month worked and for which salary was paid, during their first three (3) years of employment.
- b) Upon completing three (3) years of continuous service as a regular employee, such employees shall be entitled to one and two thirds (1.66) days of paid sick leave per month for each complete month worked and for which salary was paid.
- c) One hundred percent (100%) of the balance of unused sick leave credits shall be accumulated from year to year, to a maximum accumulation of two hundred and forty (240) days.
- d) Calculations for sick leave credits resulting in fractions less than one-quarter (1/4) day shall be adjusted upwards to the nearest quarter (1/4) day.
- e) As it applies to part time employees, the term "days" as referred to herein shall mean the number of hours worked during the normal work day of

the employee.

When a part time employee reverts to full-time, his accumulated sick leave credits shall be converted into "hours" based on his regular work day, then converted into full time sick leave credits by dividing the total hours by eight (8) to determine his accumulated full time sick leave credits at the time he reverts to full time.

- f) Sick leave shall be used for personal illness and medical/dental appointments. Personal medical and/or dental appointments should normally be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize work-time lost and should notify his/her immediate supervisor at least three (3) days prior, except in emergency situations.

19:02 In order to qualify for paid sick leave allowance, employees shall:

- a) Notify the Employer of the absence prior to the commencement of their shift, or as soon as possible thereafter. Such notice must be provided in accordance with established Departmental procedures.

Where the employee is unable to return to work on the expected date previously provided, the notification process shall be repeated.

- b) Complete a Leave of Absence form and provide same to the Employer within three (3) days of the date of his return to work following the absence.
- c) Furnish the Employer with a medical certificate to substantiate the sick leave absences of four (4) consecutive working days or more. Such medical certificate must be provided to the Employer within seven (7) days of the date of his return to work following the absence.
- d) Where the Employer has legitimate cause for concern about an employee's sick leave usage, the Employer may, with prior notice to the employee, require a medical certificate for future sick leave absences of any duration and/or may require the employee to submit to a medical examination by a doctor of the Employer's choice provided:
 - i) where such discretion is exercised by the Employer, the Employer shall pay all costs associated with such request;
 - ii) where the Employer requires an employee to undergo a medical examination, the appointment shall be made during working hours and any time spent to accommodate the Employer's

- request shall be considered time worked;
- iii) The examining doctor shall limit his report to the employee's ability to attend and/or to perform work.
- e) The Employer reserves the right to request a medical certificate prior to an employee's return to work in the case of long term absences other than WSIB related absence.

19:03 In order to prevent a disruption to earnings, where an employee has claimed benefits under the Workplace Safety & Insurance Act (WSIA), the employee shall be advanced paid sick leave allowance for the duration of his absence, provided he/she has sufficient accrual of sick days, pending receipt of the final decision on his/her claim from the Workplace Safety & Insurance Board (WSIB).

Upon receiving confirmation from the WSIB that his/her claim for benefits is approved, any such sick leave allowance so advanced shall be re-credited to the employee and any monies received through the advanced sick leave allowance will be reconciled with the amount of benefit entitlement under the WSIB. Any overages and/or shortages shall be adjusted accordingly.

ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE

20:01 In accordance with the Employment Standards Act, employees shall be eligible for the following leave:

- Pregnancy - 17 weeks of unpaid leave
- Parental - 18 weeks of unpaid leave

20:02 Such leave must be requested, in writing, at least (2) weeks in advance, indicating the type of leave being requested, the start and finish date of the leave(s). In the case of pregnancy leave, the request must be supported with a medical certificate indicating the estimated date of the delivery. In the case of parental leave the request must be supported with confirmation of delivery date.

20:03 Upon written request, leave entitlements for maternity purposes shall be granted for a combined total of one (1) year. Such leave may be further extended by up to one year subject to the Board's approval.

20:04 The Employer shall pay its share of the premiums for employee group benefits during pregnancy and /or parental leave, in accordance with the Employment Standards Act, provided the employee also pays his/her share of the premiums.

Employees who are on extended leave beyond the maximum entitlement under the Employment Standards Act may continue benefit coverage

provided he/she pays 100% of the premium cost for such extended period.

20:05 Upon the expiry of pregnancy and/or parental leave, the employee shall be returned to his/her former position, or a similar position in the event the former position no longer exists, without loss of seniority and with all rights and privileges afforded under this agreement.

20:06 It is understood that sick leave shall not accrue during the period of pregnancy/parental leave, or any extension thereto.

ARTICLE 21 - BEREAVEMENT LEAVE

21:01 In the event of a death in their immediate family, a permanent full-time and permanent part-time employee shall be entitled to up to three (3) consecutive working days off, with pay. For the purposes of this provision, immediate family shall include: parent and/or step parent, spouse, brother, sister, child and/or step child, grandparent, grandchild, mother-in-law, and father-in-law.

21:02 In the event of a death in their extended family, a permanent full-time and permanent part-time employee shall be entitled to one (1) day off, with pay to attend the funeral. For the purposes of this provision, extended family shall include: uncle, aunt, niece, nephew, brother-in-law, sister-in-law.

21:03 Notwithstanding the foregoing, additional days off, without pay, may be granted upon request, at the Employer's discretion.

21:04 In determining an employee's familial relationship to the deceased, spousal relations which are recognized by law shall be recognized in the same fashion as those by way of marriage are recognized.

21:05 Where the employee is the executor of the will for any of the aforementioned members of the family, he shall be granted one (1) additional day off, with pay, to attend to matters related to said will.

ARTICLE 22 - COURT LEAVE AND JURY DUTY

22:01 When an employee is called for selection and/or to serve on a jury he shall be paid his regular rate of pay for all such time for such selection and/or service, provided:

- a) The employee furnishes the Employer with proof of such attendance and/or service, and:
- b) The employee turns over to the Employer any fees received for time spent providing such service, exclusive of travel allowance.

22:02 Where an employee is required, under summons or subpoena, to attend a legal proceeding as a witness, and provided he is not party to the proceeding or the accused, he shall not suffer loss of pay, provided;

- a) The employee furnishes the Employer with a copy of the summons or subpoena, and;
- b) The employee turns over to the Employer any fees received for time spent providing such service, exclusive of travel allowance.

ARTICLE 23 - SPECIAL LEAVE WITH PAY

23:01

- a) Special leave with pay for “other eventualities” of an emergency or compassionate nature may be granted to an employee of the Board up to a maximum of four (4) days in any calendar year. Up to two (2) days of this special leave may be granted for paternity reasons or for needs related to the adoption of a child.
- b) One (1) day of additional leave with pay may be granted in any calendar year for personal family related reasons (i.e. graduations, family weddings, etc.) with the approval of the appropriate Manager or Superintendent. This leave shall not be used for vacation purposes. Requests for such leave shall be submitted in writing to the appropriate Manager or Superintendent at least two (2) weeks prior to the date of the requested leave, except in emergency situations.

23:02 Such request must be submitted, in writing, to the Supervisor at least ten (10) days prior to the event leading to the leave, except in emergency situations.

23:03 The granting of special leave shall be subject to the following conditions:

- a) where possible, the request for such leave shall be provided to the Employer sufficiently in advance to ensure arrangements can be made to cover his duties;
- b) the granting of such leave will not prevent the Employer from meeting operational requirements;
- c) the granting of such leave and the amount of leave granted shall be determined on a case-by-case basis;
- d) disputes concerning the granting or denial of such leave shall be referred to the Labour Management Committee as an alternative to the

formal grievance procedure.

ARTICLE 24 - LEAVE FOR UNION BUSINESS

24:01 The Employer shall grant, pursuant to current practice and subject to operational requirement, leave without pay to any employee elected or appointed as an officer of the Union for the purposes of transacting business on behalf of the Union. Such leave shall be requested to the Superintendent of Human Resources, or his designate, a minimum of two (2) weeks prior to the date of the leave or as soon as possible where such notice cannot be given.

24:02 In the event that the Employer requests any elected or appointed employee as an officer of the Union to attend a meeting with management, such leave shall be with pay.

24:03 The Employer shall grant a leave of absence without pay, to not more than five (5) employees who are elected or appointed as Union delegates to attend Union conventions or seminars to a maximum of one week per year per employee. Requests to attend such conventions/seminars must be submitted in writing, along with dates and timelines of the convention/seminar to the Superintendent of Human Resources, a minimum of two (2) weeks prior to the date of leave.

24:04 The Employer shall grant a leave of absence without pay to one (1) employee elected or appointed to a full-time position of the union for the duration of his term(s) of office upon written request. Such request shall be submitted in writing to the Superintendent of Human Resources not less than two (2) weeks prior to the date the leave is to commence.

At the employee's option, he may continue his enrolment in the employee benefits plan(s) provided he pays 100% of the premium cost(s) required to maintain said benefits.

Sick leave and/or vacation leave shall not accrue during such leave of absence. Seniority shall continue to accrue during such an absence.

Upon completing his latest term of office, such employee shall be returned to his former position, or in the event his position no longer exists, to a position he would otherwise have seniority rights to acquire, without loss of seniority and with all rights and privileges afforded under this.

24:05 In the event of the death of a SCEU Local 272 member, the Employer shall grant special leave with pay to the Union President or his delegate to attend the funeral.

24:06 The Employer shall grant a leave of absence to not more than four (4) employees who are elected or otherwise appointed to the Union's Negotiating Committee for the purposes of attending negotiations and/or meetings in which the Employer is a participant. Such employees shall not lose any regular pay for such time spent in such negotiations/meetings.

ARTICLE 25 - CAREER DEVELOPMENT

25:01 Career development refers to an activity which is likely to be of assistance to the individual in furthering his career and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- i) a course given by the Employer;
- ii) a course offered by a recognized academic institution;
- iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

25:02 Upon written application by the employee to the Superintendent of Human Resources and with the approval of the Employer, career development leave, tuition or other related expenses may be granted for any of the activities described in 25:01 above.

Written application for career development leave, tuition, and/or other related expense reimbursement must be submitted and approved prior to the commencement of the course.

At the time of approval, the Employer shall indicate in writing the terms in which such leave is to be granted, including whether such leave is with or without pay and what other costs (tuition, travel, accommodation, etc.) will be paid and/or reimbursed by the Employer. Such approval shall be granted in accordance with Board policy.

25:03 Employees who are on career development at the request of the Employer shall be on leave with pay and shall be reimbursed for all reasonable travel and other expenses incurred by them. The Employer shall identify, in advance, what is considered to be a reasonable expense.

25:04 Reimbursement for such approved fees and/or expenses incurred as a result of an employee's request for career development is conditional upon proof of successful completion of the approved activity.

25:05 Employee requests for Career Development Leave shall be limited to

non-probationary employees and shall exclude “casual” and “term” employees.

ARTICLE 26 - OTHER LEAVE WITHOUT PAY

- 26:01 A leave of absence, without pay, not to exceed one (1) year, may be granted to an employee, at the discretion of the Employer, upon written request from the employee specifying the reason(s) for the leave.
- 26:02 Where the circumstances giving rise to the employee’s request is known sufficiently in advance, a request for such leave shall be submitted at least sixty (60) days in advance, and in no case less than thirty (30) days in advance, except for emergency situations. Such request will be given consideration if the employee has one (1) year of continuous service with the Board.
- 26:03 A request for the reason to try other employment will not be considered.
- 26:04 An employee granted such leave shall have the option of maintaining his employee benefits coverage provided he/she agrees to pay 100% of the premium costs.
- 26:05 Such leave shall not result in a loss of seniority or benefits accrued up to the commencement of this leave. Sick leave and annual leave shall not accrue during the period of absence.
- 26:06 Upon returning from such leave, the employee shall be returned to his former classification and seniority. All rights and privileges under this agreement shall be restored.
- 26:07 Employee requests for other leave without pay shall be limited to non-probationary employees and shall exclude “casual” employees.

ARTICLE 27 - SUSPENSION OF RIGHTS AND/OR BENEFITS

- 27:01 Unless provided for differently elsewhere in this agreement, where an employee is absent from work as the result of a non-compensable leave of absence, as provided under this agreement, for a period of thirty (30) days or more, all benefits provided under this agreement, with the exception of seniority, shall be suspended pending his return to work.
- 27:02 Upon returning to work from such leave of absence, the employee shall be returned to his former position, or in the event his former position no longer exists, to a position where he otherwise would have seniority rights to acquire all rights and privileges under this agreement shall be restored

to the level at which they were at the commencement of the leave.

27:03 Notwithstanding the above, an employee absent on such leave shall have the option of maintaining, at his own expense, 100% of the premiums for any group insurance benefits provided under this agreement while on such absence.

ARTICLE 28 – BARGAINING UNIT WORK

28:01 The Employer agrees that no bargaining unit employee shall for the duration of this agreement have their hours reduced or be laid off as a result of contracting out.

ARTICLE 29 - UNIFORMS

29:01 Where required, either by the Employer and/or by statute, the Employer shall provide, at no cost to the employee, appropriate protective clothing, footwear and/or safety devices necessary to perform their duties.

29:02 Where the nature of the work requires the employee to work outdoors for prolonged periods of time, the Employer shall provide suitable clothing to protect the employee from the elements.

29:03 The Employer agrees to provide the following articles of clothing renewable every two (2) years:

Shirts	4
Pants/Skirts	3

In addition Maintenance Staff:
Jacket 1 every two (2) years

29:04 Employees shall wear uniforms supplied by the Employer at all times while on duty.

29:05 Tools required by tradespersons will be supplied by the Employer, and the Employee shall be responsible for proper maintenance of the tools and for their safekeeping. The Employer shall be responsible to pay for any lost or damaged tool unless the Employer can establish that such loss, or damage was clearly due to the Employee's negligence.

ARTICLE 30 - KILOMETRAGE ALLOWANCE

- 30:01 All employees required to use their personal vehicle for travel in order to perform work on behalf of the Employer shall be compensated in accordance with Board policy.
- 30:02 Kilometrage to and from an employee's home to his place of employment shall not be reimbursed.
- 30:03 Claims for kilometrage reimbursement shall be submitted at the end of the month in which the kilometrage was incurred and shall be reimbursed in the following month.

ARTICLE 31 - HEALTH AND SAFETY

- 31:01 The Employer agrees to establish a Joint Health and Safety Committee pursuant to the terms and conditions set out in the Occupational Health and Safety Act.
- 31:02 All matters related to the health and safety of employees shall be proper subject matter falling under the jurisdiction of the Health & Safety Committee.

ARTICLE 32 - JOB DESCRIPTIONS

- 32:01 The Employer shall establish and maintain on file, job descriptions setting out the duties for all bargaining unit classifications.
- 32:02 Disputes related to existing job descriptions may be proper subject matter for discussion at the Labour Management Committee.
- 32:03 Where the duties of an existing position change substantively or when a new job classification is created, the Union can request that the new/revised job description be re-submitted to the Board's Job Evaluation Committee for re-evaluation.
- 32:04 Wage rates for new/amended classifications shall be negotiated between the parties.
- 32:05 It is understood that no employee other than those qualified under Ontario law shall perform work for which trade certification is required by statute.

ARTICLE 33 – COMMUNITY USE OF FACILITIES

- 33:01 When facilities are being periodically used outside of regular caretaking hours by other groups under permit, the Employer shall determine whether or not custodial staff is required to work and where required, will determine whether to:

- a) assign a casual employee, or
- b) assign regular site caretaking staff on an overtime basis, as provided in this agreement.

ARTICLE 34 - NO STRIKE OR LOCKOUT

34:01 The Parties agree that there shall be no strikes or lock-outs, as defined in the Ontario Labour Relations Act, as amended from time to time, during the life of this agreement.

ARTICLE 35 – CASUAL EMPLOYEES

Definition of Casual Employee

35:01 A casual employee is one who is hired on an as needed basis by the Board. Casual employees will generally be used to replace absent workers but not to augment existing complement. A casual employee shall work the hours specified by the employer and there shall be no guaranteed number of hours per shift or per week but shall not exceed eight (8) hours per day or forty (40) hours per week.

35:02 The Employer agrees to notify the union when a casual employee is removed from the casual list.

35:03 The parties further agree that the following provisions shall apply to casual employees (Purpose, Recognition, Definitions, Probationary Period, Management Rights, Union Membership Dues, Discrimination, Union Rights and Activity, Grievance Procedure, Health & Safety, Community Use of Facilities, No Strikes – No Lock-outs, General, Effect of Existing or Future Laws) and those amended provisions listed below:

a) Seniority

It is agreed that casual employees do not accumulate seniority unless they are hired as regular full-time employees.

In the event that a casual employee is hired as a regular full-time his/her seniority shall accumulate from the date of hire as a regular full-time employee and all provisions of the collective agreement shall apply.

b) Vacation Pay

Casual employees shall be paid as follows:

- less than 1 year of service – 4% vacation pay
- 1 year or more of service – 6% vacation pay

Casuals may be laid off from employment, transferred, or be given changes in working hours without recourse to the grievance and arbitration procedure.

<u>Job Rate</u>	<u>Apr. 1/2000</u>	<u>Apr. 1/2001</u>	<u>Apr. 1/2002</u>
Casual Cleaner	\$ 12.00	\$ 12.24	\$ 12.48

Casual employees shall have a right to the grievance and arbitration procedure for pay calculation purposes only.

c) Statutory Holidays

- i) Casuals will be entitled to Statutory Holidays in accordance with Employment Standards Act provisions

Note: Casual employees shall receive holiday pay based on the average number of regular hours worked on the regular shift preceding and following the holiday.

- ii) Notwithstanding the above, a casual employee who has been hired as such for a one year period and who meets the criteria in (a), (b) and (c) above shall be eligible for payment of all holidays with pay as follows:

- New Years Day
- January 2
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

- d) The following health and welfare plans and benefits shall be offered to casual cleaners who have completed a minimum of two (2) years of continuous service with the Board and who have not had the opportunity to obtain regular full-time status, and who have worked a minimum of eighty (80) hours per month.

<u>Benefit</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Extended Health	76%	24%
Life	76%	24%

This coverage will continue for casual cleaners unless they work less

than eighty (80) hours per month for three (3) months in succession.

e) Casual cleaners referred to in (d) above shall receive sick leave benefits, as follows:

- i) After 2 years and up to 5 years 5 days per year
- ii) After 6 years 6 days per year
- iii) After 7 years 7 days per year
- iv) After 8 years 8 days per year (this is the maximum entitlement)

Such sick leave will not carry over to the next year and can only be used when the employee is performing his/her duties as a casual cleaner.

ARTICLE 36 - LABOUR MANAGEMENT COMMITTEE

36:01 The Parties subscribe to the principle of joint consultation and agree to establish a joint Labour/Management Committee which shall meet as required, and at least quarterly, for the purpose of conducting meaningful consultation on matters of mutual interest.

The principle of joint consultation does not imply unanimous or majority agreement, nor does it interfere with the Parties rights arising from this agreement.

It is the intent of this process to discuss such matters and make recommendations to the appropriate Party in a proactive method of problem resolution.

36:02 The Committee shall be comprised of a maximum of three (3) representatives from each of the parties.

36:03 A request from either party to convene the Committee shall be accompanied by an agenda outlining the matters to be discussed. Subsequent agenda items either party wishes to discuss shall also be communicated to the other party, in writing, in advance.

36:04 The Committee shall not deal with grievances which are properly in the course of being addressed through the grievance procedure. However, either party may refer grievable matters to the Committee prior to such matters being formally grieved.

36:05 The Parties recognize that any resolutions reached by the Committee

which are not in conformity with the provisions of the collective agreement would require the expressed written agreement of both parties.

ARTICLE 37 - GENERAL

37:01 Employees shall be paid bi-weekly, every second Thursday, through the direct deposit pay system. The Employer shall continue to provide employees with an itemized statement of their wages and other supplementary pay and deductions.

37:02 The Employer agrees that it will not solicit or enter into any individual agreements with employees which conflict with the terms of this collective agreement.

ARTICLE 38 - EFFECT OF EXISTING OR FUTURE LAWS

38:01 Unless the terms and conditions set out in this agreement or any part thereof are found to be in violation of existing and/or future laws, said terms and conditions shall remain in full force and effect for the duration of this agreement. Any term that is found to be in conflict shall only be inoperative or modified to the extent necessary to resolve the conflict.

ARTICLE 39 - HEALTH & BENEFITS

39:01 Effective May 1, 2000 permanent employees whose regular work week is twenty-five (25) hours or more shall be entitled to the following benefits:

- a) GROUP LIFE INSURANCE PLAN &
ACCIDENTAL DEATH
(2.5 x annual earnings) 76% Paid by Employer

- b) EXTENDED HEALTH PLAN (Including
Physiotherapy to \$200/year &
Private coverage) 76% Paid by Employer

- Vision Plan \$150 every 2 years
(no deductible)

- c) DENTAL PLAN 76% Paid by Employer
(Current – no deductible)
 - Basic reimbursement – 100%
 - Dentures – 50% reimbursement to \$2,000/year)

- Major (crowns & bridges) – 50% reimbursement to \$2,000/year
 - Orthodontic – 50% reimbursement to \$2000 Lifetime
- d) LTD Board contribution at 80% paid effective July 1, 2000. The employer will continue the practice that is already in place until July 1, 2000. (The LTD program coverage is in accordance with the conditions described in the Coughlin letter dated March 8/00)

ARTICLE 40 - WAGES

40:01 Retroactive Payment – September 98/present

- i) Lump sum unblended payment to all full-time permanent staff (5 hours plus) who were on staff as of September 1, 1998 - \$700.00
- ii) Pro-rated amount to permanent part-time staff (less than 5 hours) - \$350.00.

40:02 Harmonization of salary rates

	<u>April 1/00</u>	<u>April 1/01</u>	<u>April 1/02</u>
<u>Custodial Positions</u>			
Head Caretaker (Elementary)	\$35,700	\$36,414	\$37,142
Head Caretaker (Secondary)	\$37,740	\$38,495	\$39,265
Caretaker	\$28,818	\$29,394	\$29,982

Maintenance Positions

Level	Job	Rate		
		Apr 1/00	Apr 1/01	April 1/02
1	Truck Driver Grounds Worker	\$33,000	\$33,660	\$34,333
2	General Maintenance Tech	\$35,400	\$36,108	\$36,830
3	Locksmith Maintenance Technician/Small Engine	\$37,800	\$38,556	\$39,327
4	Carpenter Electrician Plumber HVAC Technician	\$41,500	\$42,330	\$43,177

Note:

Effective April 1, 2000, employees currently at their maximum or red-circled will receive a lump sum unblended amount of 2% of their current salary.

Effective April 1, 2001 and/or April 1, 2002, employees who are red-circled will receive a lump sum unblended amount of 2% of their current salary.

40:03 Rate of Pay for Casuals

<u>April 1/00</u>	<u>April 1/01</u>	<u>April 1/02</u>
\$12.00/hr.	\$12.24/hr.	\$12.48/hr.

E. & O.E.

ARTICLE 41 – DURATION

41:01 This agreement, duly signed, shall have effect from September 1, 1998 and continue in force until expiry on August 31, 2002

The agreement shall be renewed from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiry date of the contract that it desires to amend its provisions.

Where notice to bargain a new agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock out accrues, whichever occurs first.

41:02 Changes in Agreement

This agreement may be amended by mutual consent of the two parties at any time during the life of this agreement.

**SCEU Local 272
and
Ottawa-Carleton Catholic District School Board**

LETTER OF UNDERSTANDING

Pay Equity Maintenance

The parties agree that the terms and conditions outlined in the collective agreement continue to meet the requirements to maintain pay equity as per the Ontario Pay Equity Act (1988).

for SCEU Local 272

for the Board

date

**SCEU Local 272
and
Ottawa-Carleton Catholic District School Board**

LETTER OF UNDERSTANDING

Charperson

The current classification “Charperson” shall continue to apply and be staffed for so long as the current incumbents remain in said positions. Once the incumbents vacate their respective “Charperson” positions, said positions shall be reclassified as “Caretaker” positions and staffed as such, thereafter.

for SCEU Local 272

for the Board

date

**SCEU Local 272
and
Ottawa-Carleton Catholic District School Board**

LETTER OF UNDERSTANDING

List of Membership

Within thirty (30) days of the signing of this agreement, the Employer shall provide the Union with the names, addresses, telephone numbers and S.I.N. for all existing bargaining unit employees.

for SCEU Local 272

for the Board

date

**SCEU Local 272
and
Ottawa-Carleton Catholic District School Board**

LETTER OF UNDERSTANDING

Modified Duty Program

Under the supervision of the Labour Management Committee, the parties shall establish a jointly administered "Modified Duty Program" (relating to WSIB) with a view to providing structure, process and equity for all employee requests and/or legislated requirements to accommodate employees with physical impairments or limitations and to ensure compliance with related WSIB legislation.

The parties shall meet within 60 working days of the date this agreement is ratified to develop the terms of reference, procedures and responsibilities under said "Modified Duty Program". The parties further agree that said program shall be implemented no later than January 1st, 2001.

for SCEU Local 272

for the Board

date

**SCEU Local 272
And
Ottawa-Carleton Catholic District School Board**

LETTER OF UNDERSTANDING

Service Gratuity re: Sick Leave

For all employees currently eligible for the "Service Gratuity re: Sick Leave" as provided in Article 16 c) of the SCEU, Local 272 collective agreement (expiry August 31, 1998), said provisions shall continue to apply for the duration of their employment with the employer. This agreement shall supercede any subsequent collective agreement until such time as all affected employees cease to be employed by the Employer.

For the purposes of clarity, provisions found at Article 16 c) of the SCEU, Local 272 collective agreement for the period of September 1, 1996 to August 31, 1998 shall continue to so apply, to following employees: Claude Lecomte, Gerry Forget, Rheal Bourgeois, Claude Charron, Michel Barbe, Joseph Goulet, Raymond Nelson, Claude Breton, Gilles Gauthier, Richard Lane, Jean Stephens, Helene Goulet, Leonard Mayer, Jean-Guy Mercier, Fernand Paquette, Sandra Shortliffe, Kim Bou, Raymond Bazinet, Gilles Dubreuil, Irene Paradis, Mario Charron, Gilles Gravel, Leslie Parent, Marcel Lemire.

E. & O.E.

for SCEU Local 272

for the Board

date

**SCEU Local 272
and
Ottawa-Carleton Catholic District School Board**

LETTER OF UNDERSTANDING

Labour Management Committee

The parties acknowledge the mutual benefit of the Labour Management Committee forum and agree that, for the duration of this agreement, the established "Labour Management Committee" shall be maintained and utilized to address issues of concern and/or of mutual interest, pursuant to Article 33 of the collective agreement.

In the event that agreement cannot be reached on any matters which have been referred to the Labour Management Committee, either party may refer any "grievable" matters to the grievance and arbitration procedures pursuant to the collective agreement providing such referral is made in writing to the other party within five (5) working days of the date on which the matter was removed by either party from the Labour Management Committee forum.

Without restricting the generality of the foregoing, examples of matters which may be referred to the Labour Management Committee may include the following:

- i) Changes to operational requirements which may result in a restructuring of the bargaining unit employee complement; a redeployment of regular bargaining unit employees; the creation of new bargaining unit positions; the reduction of bargaining unit positions, matters involving agreed-upon staffing procedures and protocols; and other matters of mutual interest to the parties;
- ii) The impact on the bargaining unit caused by any planned school openings and/or closures;
- iii) Consultation regarding the interpretation and/or implementation of new/revised collective agreement provisions, in which case members of the parties' respective Bargaining Committee may be invited to participate;
- iv) Make-up time for the Christmas period;
- v) Settlement discussions on any grievable matter(s), prior to such matters being grieved, subject to mutual agreement of the parties to

defer such formal grievance procedures pending the outcome of such Labour Management involvement;

- vi) The discussion of any issues the parties may agree to refer to this forum under any terms they agree are appropriate.

for SCEU Local 272

for the Board

date

THE OTTAWA CARLETON CATHOLIC DISTRICT SCHOOL BOARD

And

SCEU LOCAL 272

Signed on behalf of the
SCEU, Local 272

Signed on behalf of the
Ottawa-Carleton Catholic District
School Board

At Ottawa, Ontario on this 17th day of April, 2000.

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