

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA CATHOLIC SCHOOL BOARD

AND

UNITE HERE, LOCAL 272

FOR THE PERIOD

SEPTEMBER 1, 2012 TO AUGUST 31, 2014

12500 (05)

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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 a) With the exception of casuals, for the purpose of this agreement a regular employee is one who holds a bargaining unit position.
- b) A casual, as defined in Article 35, is a member of the union.
- 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; Unite Here International Local 272, as the sole and exclusive collective bargaining agent and representative 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:

HVAC Technician
Carpenter
Electrician
General Maintenance Worker
General Maintenance Worker/Technician

Maintenance Technician (Small Engines)
Plumbing Technician

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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 made available electronically, and
- c) be provided with the Union's information package, which shall include a Check-off form. Said form must be completed as part of the pre-employment documentation. Said package with forms shall be provided to the employer by the Union.

3:05 The Employer shall provide the Union with the name, address, telephone number, employee number and work location of all new employees hired within ten (10) days of the employee's date of hire.

3:06 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 employee number for all existing bargaining unit employees.

ARTICLE 4 – PROBATIONARY PERIOD

4:01 The probationary period for a regular employee (caretaker and maintenance) shall be four (4) months excluding July and August. An additional two months may be requested by the Manager of Maintenance and Operations.

The probationary period for a certified tradesman shall be one (1) year.

During the first two weeks, the employee shall not be subject to termination except in cases involving gross misconduct.

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, as is permitted by law and 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 pursuant to past practices.

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.

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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 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/coordinator, 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.

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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.

The employer acknowledges that the Union shall have carriage of all formal grievances.

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 in 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) signature(s) 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 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.

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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:

It is mutual desire that matters be reviewed by the President or designate with the Manager of Maintenance & Operations or designate(s), in an attempt to resolve issues prior to going to the Arbitration Process.

Step 1:

The Union shall submit the grievance, on the appropriate grievance form, to the appropriate Superintendent of Human Resources 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 Superintendent 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.

9:09 Failing a satisfactory settlement being reached at Step 1 of the grievance process, either party may, within ten (10) working days of the decision at Step 1 of the grievance process, refer the matter to arbitration pursuant to Article 10 of this collective agreement.

9:10 Grievances related to suspension or discharge shall commence at Step 1 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 1.

9:12 A policy grievance is a grievance arising directly between the Union and the Employer and shall commence at Step 1 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 or designate.

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 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.

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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 a) No employee shall be disciplined or discharged without just cause.
- b) No discipline shall be taken by the Employer where more than ten (10) working days from the date of the incident giving rise to the discipline or from the date the Employer ought to have become aware of the incident giving rise to the discipline. Where the nature of the transgression is such that the Employer may require a longer period of time to investigate and

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respond to a particular incident, the aforementioned timeframes shall be extended accordingly, provided the Union receives advance notice of such extension.

- 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. Such request shall not be denied.
- 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 Any disciplinary action, including letters of reprimand/concern, recorded in an employee's file, upon written request from the employee, be destroyed after 12 months (12), as long as the employee has not incurred any further disciplinary action of similar nature during the twelve (12) 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.

Where two (2) or more employees become permanent on the same day, they shall be placed on the seniority list, based on their seniority date as a “casual” employee. In the event that their hire date as a casual cannot break the tie, the employees names will be placed in a hat. The President of Unite Here, Local 272 shall draw names from the hat, the first of which shall be deemed the most senior of them, the last name to be drawn, the least senior; all others will be placed on the seniority list in the order in which their name was drawn. In such case, the seniority list shall reflect the date of hire for all such employees followed by the numbered sequence that their name was drawn i.e. John Doe – Feb. 8, 2001 (1); Bill Doe – Feb. 8, 2002 (2), etc.

The same method of placement on the seniority list shall be used for “casuals” hired on the same day.

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 provide the Union with a summary of staffing changes (additions/deletions) at an interval mutually agreeable by both parties but not to be any more frequent than weekly, and a complete seniority list 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.

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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 that 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 properly addressed.

ARTICLE 13 – LAY-OFFS AND RECALLS

A lay-off is a reduction in the work force due to a lack of work or a reduction of hours in the normal scheduled work week, as per the Employment Standards Act.

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 According to the Employment Standards Act, in the event of a 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.

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13:03 The Employer shall notify employees who are to be laid off at least one (1) week prior to the effective date of layoff, 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 employees on lay-off from the classification who still retain seniority have been given an opportunity for recall to all positions provided that such employee(s) have 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

Caretakers Positions

- 14:01 a) 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.

The staffing 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.

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- b) It is agreed that the weighting factor utilized for the pre-qualifiers shall be:
- 15% for interview, 35% for multiple choice job knowledge questionnaire;
 - 50% of the total score for the School Principal and District Supervisor's combined "Employee Reference/Letters of Reference".
 - Need 70% to pass.
- c) Tuesday to Saturday Shifts: Long Weekend Replacements

In the event of a statutory holiday falling on a Friday and/or Monday and, in order to provide the Tuesday to Saturday shift worker with a three (or four in the case of Easter weekend) day weekend, the following shall apply:

1. If the statutory holiday falls on the Friday, the Tuesday to Saturday shift worker shall have the Friday, Saturday and Sunday off.
2. If the statutory holiday falls on the Monday, the Tuesday to Saturday shift worker shall have the Saturday, Sunday and Monday off.
3. In the case of the Easter weekend, if the statutory holidays fall on the Friday and Monday, the Tuesday to Saturday shift worker shall have the Friday, Saturday, Sunday and Monday off.

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 which are a promotion or preferred day shift to any bargaining unit position in which the permanently assigned employee is absent for thirty (30) working days or which is predicted to be for a period of more than thirty (30) working days as a result of sick leave, leave of absence, or other cause, where the incumbent is expected to return;
- c) when a Monday to Friday evening position in a high school or administration building requires replacement on a long term basis as defined in 14:02 b), the position will be offered to the Tuesday to Saturday shift employee at the site. This will remain in effect until the permanent incumbent returns and, is subject to the individual assuming the assignment being suitable to fulfill the Saturday job requirements;
- d) a promotion.

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Note: It is understood that in order to be eligible for a promotion to an elementary head caretaker position you must have worked a minimum of two (2) years as a caretaker. In addition, to be eligible for a promotion to a high school head caretaking position, you must have worked a minimum of twelve (12) continuous months as an elementary head caretaker.

14:03 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.

14:04 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.

Trades / Maintenance Positions

14:05 a) When a permanent new position or long term temporary absence as described in 14:02 b), other than caretaker and/or head caretaker positions as 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. Where a bargaining unit member possesses the required qualifications, consideration will be given to bargaining unit employees before external candidates.

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.

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.

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14:06 Demotion Process:

From time to time, an employee may wish to transfer to a position of lesser responsibility and pay which is referred to as a demotion.

In order to provide a mechanism for employees wishing to be demoted, the following process has been put in place:

1. During the yearly pre-qualification process, a request to be demoted must be submitted to the employee's supervisor. An employee need not pre-qualify for a demotion.
2. Once all pre-qualified members have had the opportunity to choose a new work assignment, those (if any) choosing to be demoted may choose by order of seniority from the outstanding positions.
3. Left over positions would then be made available to pre-qualified casuals.
4. As with any position chosen during the pre-qualification, the employee must remain in the position for a minimum of two years.

14:07 Voluntary Transfers for Day and Afternoon Shift Caretakers

The Board and the union agree that, subsequent to the annual staffing program, that there will be an opportunity for caretakers to submit a request for a voluntary transfer.

All pre-qualified eligible caretakers who have a minimum of two years in a permanent position at the same school shall be eligible to apply for a voluntary transfer to an equivalent position.

A voluntary transfer request is understood to be a request for transfer by a caretaker where the caretaker may be assigned to any school and is prepared to accept any comparable position within the family (ies) of schools applied for.

Any caretaker accessing the voluntary transfer process must indicate their choice(s) on the "Transfer Request Form" of which a copy is attached.

The assignment of caretakers(s) through this process shall be done according to most senior pre-qualified eligible candidate.

Voluntary transfers will only take place after completion of the annual staffing program, only for positions that remain vacant and prior to filling the remaining vacancies.

It is understood that a caretaker may only transfer voluntarily once and that the caretaker will not be eligible for another lateral transfer for two years as per the staffing program.

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It is understood that a request for voluntary transfer is for a Monday to Friday eight hour shift at one location and does not include Monday to Saturday shifts, floater shifts and multiple location shifts.

14:08 Administrative Transfer

In accordance with “ARTICLE 5 – MANAGEMENT RIGHTS”, where a request is justifiable and the request is mutually agreeable between the Board and UNITE HERE Local 272, the employer will have the ability to relocate an employee

14:09 Staffing Program for Entry Level Positions

It is agreed that the Monday to Saturday shifts, the District floater shifts as well as regular shifts which are less than 40 hours per week are considered entry level positions with the Board.

In the spirit of fairness, any employee who has worked in either of the above mentioned shifts for at least one year, has pre-qualified and is not currently under a letter of discipline, will have the opportunity of participating in the annual staffing program.

Should the individual be unsuccessful in obtaining one of the ten preferred choices, the person will be given the opportunity of selecting from any outstanding vacant positions prior to the positions being offered to casuals.

The above will be in accordance with the current process followed for the Pre-Qualification Program.

ARTICLE 15 – HOURS OF WORK

15:01 With the exception of the current Monday to Saturday shifts, that are limited to one (1) such shift per high school and the Board Administration Building and in accordance with the Employment Standards Act, 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, 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” assignments/hours are combined where practical to maximize hours of work up to 40 hours per week.

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15:03 Pursuant to past practice, work schedules for all employees 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

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 in accordance with the Employment Standards Act (2000) 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 pursuant to past practices.

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 authorize, in advance, by the Employer.

Overtime at the rate of time and one-half (x 1½) 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 Designated Holiday.

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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.

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.

In the event that a Christmas make-up program is offered by the Board, employees may apply lieu time hours at the earned rate.

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.

16:08 Distribution of Overtime

In order to provide a fair and equitable process for offering overtime to employees, the following mechanism has been put in place.

Step 1 – A casual caretaker shall be assigned in accordance with the terms of the Collective Agreement.

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Step 2 – In the event that there is no casual caretaker available, overtime shall be offered within the school by using in-house seniority. The hours required are to be determined by the District Supervisor. Such hours may vary from the actual shift being replaced.

Step 3 – Should there be no expressed interest in the overtime, the District Supervisor would have the option of offering the overtime to casuals even if they would be exceeding their 40 hours per week.

Step 4 – In the event that, after having followed steps 1, 2, and 3, there still is no interest in the available overtime work, the District Supervisor shall distribute the work assignments amongst existing staff to ensure the facility is ready for school use. This is a short-term solution not to exceed two (2) consecutive days. It is understood that due to the additional work assigned, the normal work routine would need to be adjusted.

Note: It is understood that when you are assigned to a temporary assignment at an alternate site, your in-house seniority applies to the site at which you are temporarily located.

ARTICLE 17 –DESIGNATED HOLIDAYS

17:01 The Employer recognizes the following as paid designated 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	Family Day

Note: Where a designated 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 as set out in the Employment Standards Act (2000).

17:03 Employees shall receive holiday pay as per the Employment Standards Act (2000).

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, in addition to receiving the holiday pay referred to in 17:03 above.

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17:05 Monday to Saturday Shifts: Long Weekend Replacements

In the event of a statutory holiday falling on a Friday and/or Monday and, in order to provide the Monday to Saturday shift worker with a three (or four in the case of Easter weekend) day weekend, the following shall apply:

1. If the statutory holiday falls on the Friday, the Monday to Saturday shift worker shall have the Friday, Saturday and Sunday off.
2. If the statutory holiday falls on the Monday, the Monday to Saturday shift worker shall have the Sunday and Monday off.
3. In the case of the Easter weekend, if the statutory holidays fall on the Friday and Monday, the Monday to Saturday shift worker shall have the Friday, Saturday, Sunday and Monday off.

PARTS OF THIS ARTICLE WHICH ARE RED/ITALICIZED MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

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) Permanent full-time employees shall accumulate annual leave on the following basis:

<u>Continuous Service</u>	<u>Days Vacation Leave</u>
Less than 1 year	1 1/4 days per month of service
1-5 years	15 working days (1.25 days per month)
6-7 years	16 working days (1.33 days per month)
8 years	18 working days (1.50 days per month)
9 - 12 years	20 working days (1.66 days per month)
13 years	21 working days (1.75 days per month)
14 years	22 working days (1.83 days per month)
15 years	23 working days (1.92 days per month)
16 years	24 working days (2.00 days per month)
17 years	25 working days (2.08 days per month)

- 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 as per the Employment Standards Act (2000) 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.

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- 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 employee 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 31st 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 (carry-over plus newly earned credits) must be taken within the next year. Any such leave not taken within the next year shall be paid out.

18:03 Vacation Carry-over

Vacation entitlement is calculated on a calendar year (January 1 to December 31) basis.

Employees are encouraged to take vacation leave between the start of the summer break and the end of the following March/winter break; In order to provide for vacation allocation for the March/winter break, employees may carry over up to five (5) days vacation leave automatically into the next calendar year. This leave must be taken by the end of the March/winter break.

Employees will be paid for any carried over days remaining after the March/winter break unless a employee submits a written request and receives approval in accordance with Article 18:02.

18:04 When an employee requires emergency medical attention or is hospitalized or there is a death to which they are entitled to bereavement leave as per article 21 while on vacation leave, there shall be no deduction from vacation credits for the period of time the employee required ongoing medical attention (of an emergency nature) or is hospitalized or bereavement leave.

These absences, if approved, will be covered under Sick Leave provisions provided the hospitalization or emergency medical attention is substantiated by a medical certificate upon return from the scheduled vacation leave and provided the employee has sufficient sick leave credits to cover the absences.

PARTS OF THIS ARTICLE WHICH ARE RED/ITALICIZED MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

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.***

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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. The reverse shall apply when a full-time employee reverts to part-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 Leave Statements

With the implementation of I-Menu which gives each employee immediate access electronically to his/her record of accumulated sick leave at any time, the Board will no longer be required to provide staff members with a hard copy of their leave statement as at January 1, of any given year.

19:03 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) Upon request, provide the Employer with a medical certificate to substantiate the sick leave absences of four (4) consecutive working days or more; or, when the employee has used, in the current calendar year, eight (8) days or more sick leave, none of which was certified by a qualified medical practitioner. The cost of the certificate shall be the responsibility of the employee. Such medical certificate must be provided to the Employer within seven (7) days of the date of his return to work following the absence.

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- d) Where the Employer has legitimate cause for concern about the 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. This requirement will be reviewed on an annual basis. The employer 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.

19:04 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 Insurance Safety Board (WSIB).

Upon receiving confirmation from the WSB 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 WSB. Any overages and/or shortages shall be adjusted accordingly.

PARTS OF THIS ARTICLE WHICH ARE RED/ITALICIZED MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE

20:01 In accordance with the Employment Standards Act 2000, employees shall be eligible for the following leave:

Pregnancy - 35 weeks of unpaid leave

Parental - up to 35 weeks of unpaid leave

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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 2000, 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 2000 may continue benefit coverage provided he/she pays 100% of the premium cost for such extended period.

20:05 Upon the expiration 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 and vacation 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 three (3) consecutive working days off with pay. Additional days off may be granted at the reasonable discretion of the Board as per current practice, with pay. For the purposes of this provision, immediate family shall include: parent and/or step parent/foster parent, spouse, brother, sister, child and/or step child, grandparent, grandchild, mother-in-law, and father-in-law, ward or guardian.

21:02 In the event of a death in their extended family or of a close personal friend, a permanent full-time and permanent part-time employee shall be entitled to one (1) day off (or more at the reasonable discretion of the Board), with pay. For the purposes of this provision, extended family shall include: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, son in law or daughter in law.

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- 21:03 Notwithstanding the foregoing, special bereavement leave and/or additional days off, with or without pay, may be granted upon request, at the Employer's discretion, for compassionate reasons pursuant to past practice.
- 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) Emergency or Compassionate Leave:

Leave with pay for "other eventualities" of an emergency or compassionate nature (i.e., care of family member) and without loss of seniority may be granted to employees at the discretion of the employer up to a maximum of three (3) days per calendar year.

- b) Personal Leave:

One (1) day of additional leave with pay shall be granted in any calendar year for personal, family, and community related reasons (i.e. moving, elementary grade six graduation, secondary graduation, post secondary

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graduation, graduation, immediate family wedding, personal marriage, court appearance without charges), with the approval of the appropriate supervisor. This leave shall not be used before or after a statutory holiday or to extend Christmas, March Break or Easter vacation periods. All leave requests will be reviewed on a case by case basis

Employees not using their personal leave day during the current calendar year may carry over a maximum of one (1) extra day which may be used concurrently in the next school year.

c) Child Care / Caregiver Leave:

For illness of the employee's child(ren), parent (s), or family member up to two (2) days of leave per annum.

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 continue pursuant to past practice 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.

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- 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 Unite Here 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 five (5) employees who are elected or otherwise appointed to the Union's Negotiating Committee for the purposes of attending Negotiations and Labour Management meetings with the employer. Such employees shall not lose any regular pay for such time spent in such negotiations/meetings.

The Board shall administer salary and benefits of the President through the normal payroll process. The Union shall reimburse the Board for such salary and benefits, including the employer's portion of deductions and benefits.

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The Presidents seniority, and leave provisions as set out in the collective agreement shall continue to accumulate during the period of the leave of absence. Monthly leave reports shall be submitted to the Human Resources Department through the IMenu system.

ARTICLE 25 –PROFESSIONAL DEVELOPMENT & TRAINING

25:01 Professional Development refers to an activity which is likely to be of assistance to the individual in furthering their 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, professional development leave, tuition or other related expenses may be granted for any of the activities described in 25:01 above.

Written application for professional 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 professional 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 professional development is conditional upon proof of successful completion of the approved activity.

25:05 Employee requests for Professional Development Leave shall be limited to non-probationary employees and shall exclude "casual" and "term" employees.

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25:06 Commencing January 1, 2009, Unite Here will participate in providing input on Professional Development and Training through the Board's Support Staff Professional Development Committee (SSPD).

All monies provided by the Ministry of Education for Support Staff Professional Development & Training will be provided to this committee.

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 reasonable 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.

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- 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 vouchers for the following articles of clothing renewable every two (2) years: Any combination of shirts or pants not to exceed seven (7) chosen by the employee. For caretakers and trades, coveralls plus five (5) items may be selected. In addition, Maintenance Staff shall receive one (1) Jacket 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.
- 29:06 Safety Footwear:

Safety footwear shall be provided on an "as needed basis" by the Board at no cost to the high school's "exterior grounds designated employee" and applicable trades and maintenance persons and such employee shall be required to care for and

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wear such safety footwear at all times when performing his/her duties related to exterior maintenance and/or when being exposed to foot and ankle injuries such as impact, compression and puncture.

“exterior grounds designated employee” is defined as one employee in each high school / Administration building who is regularly assigned to carry out a minimum of half his/her daily shift to exterior maintenance.

On an “as needed basis” shall be defined as when the footwear, upon presentation to the employee’s district supervisor, is deemed to be at or beyond providing the employee with the foot protection originally provided but shall not be less than green patch designation.

Required footwear shall be as per applicable safety standards and as agreed to by Labour Management Committee.

There shall be a maximum of one designated employee per high school and the Board shall provide the maximum of one pair of safety footwear at a time per high school.

The Board reserves its right to designate the supplier and the quality of the safety footwear.

In the event that the designated employee is absent from work and must be replaced, the replacement employee shall be required to perform the required duties with the required safety footwear as supplied by the replacement employee and at no cost to the Board. Should the replacement employee not have the required safety footwear, the replacement employee shall not perform the duties of this position which requires safety footwear. Should the replacement exceed one regular shift, an alternate replacement employee who provides his or her own required safety footwear shall be required in order to ensure that all regularly scheduled tasks relating to this position are completed. With the exception of long-term absences and in accordance with article 14:02 b) and pursuant to past practice, the replacement employee shall be provided with safety footwear.

29:07 Winter Jackets

One (1) winter jacket is to be assigned to each Board facility for use by the employee designated to perform a substantial part of his or her duties outside.

The winter jacket is assigned to the facility and must not be removed from the facility at any time except under circumstances requiring its cleaning or repair. The District Supervisor will be made aware of and must give approval to any situation where the winter jacket must be removed from the facility.

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The winter jacket will be a large (generic) size so as to accommodate any employee designated to perform a substantial part of his or her duties outside.

The winter jackets will be provided to all Board facilities no later than November 1st, in any year.

Jackets will be replaced on an as needed basis when it has been determined by the District Supervisor that it is no longer providing the employee with protection from exposure to the outside elements.

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. The Union shall be provided with access to all job descriptions for bargaining unit positions upon request and shall be advised in writing of any subsequent amendments made hereto.

32:02 Disputes related to 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.

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32:04 Wages 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 Labour Relations Act 1995, as amended from time to time, during the length 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 generally work the hours of the employee he is replacing and there shall be no guaranteed number of hours per shift or per week but such hours shall not exceed eight (8) hours per day or forty (40) hours per week.

35:02 If a casual is not used for twenty (20) work days a review will occur to determine if the casual will remain on the casual list. The Employer agrees to notify the union within ten (10) work days 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 Right, 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:

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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.

c) Designated Holidays

- i) Casuals will be entitled to Statutory Holidays in accordance with Employment Standards Act (2000) provisions.

Note: Casuals 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 employed as such for a period of one year or more 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
Family Day

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- 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	85%	15%
Life	85%	15%

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.

- 35:04 a) Job Rate:

Casual cleaners hired on or after September 1, 2012 shall be paid as follows:

September 1, 2012 - \$13.84 per hour

- b) The employer agrees that bargaining unit positions will continue to be filled by casual employees in accordance with staffing procedures established as per current practice.
- c) Casual employees shall have a right to the grievance and arbitration procedure for pay calculation purposes only.

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 at the request of either party 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 five (5) 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 provide employees with an electronic itemized statement of their wages and other supplementary pay and deductions through IMenu.

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.

37:03 All correspondence from the Employer arising out of this Agreement or incidental thereto shall be directed to the President of the Union.

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37:04 Copies of all resolutions, rules and/or regulations adopted by the Board or its designates that may in any way affect bargaining unit members shall be provided to the Union prior to being implemented, pursuant to past practices.

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 Permanent employees whose regular work week is twenty-five (25) hours or more shall be entitled to the following benefits as defined in the Benefit Plan Booklet:

The following benefits are 85% Paid by Employer:

- Group Life Insurance Plan & Accidental Death
- Extended Health Plan
- Dental Plan
- LTD

PARTS OF THIS ARTICLE WHICH ARE RED/ITALICIZED MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

ARTICLE 40 – WAGES

40:01 Rate of Pay

<i>POSITION TITLE TRADES</i>	RATE 1-Sep-2012	
	HOURLY	ANNUAL
<i>CARPENTER</i>	\$29.88	\$62,361
<i>ELECTRICIAN</i>	\$29.88	\$62,361
<i>HVAC TECHNICIAN</i>	\$35.14	\$73,344
<i>PLUMBING TECHNICIAN</i>	\$29.88	\$62,361
<i>MAINT TECH. (SMALL ENG)</i>	\$29.88	\$62,361
<i>GEN. MAINT. WORKER/TECH.</i>	\$23.38	\$48,789
<i>GENERAL MAINT. WORKER</i>	\$22.35	\$46,646

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POSITION TITLE CARETAKERS	RATE 1-Sep-2012	
	HOURLY	ANNUAL
HEAD CARETAKER - SEC.	\$24.91	\$51,984
HEAD CARETAKER - ELEM.	\$23.38	\$48,789
CARETAKER	\$19.92	\$41,583

40:02 Acting Pay

Acting pay shall be paid to an employee who has been requested by the Employer to perform the majority of the duties of a higher position within the bargaining unit classification on an acting basis for a period of five (5) or more consecutive working days, he/she shall be paid acting pay calculated from the first day to the higher classification level as if he/she had been appointed to that higher classification level.

Only one person who is actually performing the work in a position may receive acting pay for the hours worked in that position.

If a person is replaced during a leave and returns to the position which he/she left, there shall be no 5 day waiting period for the person to resume his/her acting pay.

PARTS OF THIS ARTICLE WHICH ARE RED/ITALICIZED MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

ARTICLE 41 – DURATION

41:01 This agreement, duly signed, shall have effect from September 1, 2012 and continue in force until expiry on August 31, 2014.

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 occurs, whichever occurs first.

41:02 Changes in Agreement

This agreement may be amended by mutual consent.

LETTER OF UNDERSTANDING (1)

Bill 115, Putting Students First Act, 2012

Whereas, the Ontario Provincial Government's Bill 115 received Royal Assent September 11, 2012 and;

Whereas, Bill 115 has imposed differing standards from those contained within the September 1, 2008 to August 31, 2012 Collective Agreement, and shall impact the normal course of future Collective Bargaining between the Parties, and;

Whereas, affected Collective Agreement provisions include (but not be limited to) Articles;
18, 19, 20, 40, 41 and Letters of Understandings 1, 2 & 8.

Whereas, the Parties recognize the Political and Legal challenges to Bill 115;

Therefore, the Parties agree that should Bill 115 be rescinded, repealed, or deemed ineffective, in whole or in part that the above noted Article(s) as outlined above within the existing or future Collective Agreement(s) shall continue as freely negotiated. Further, the Parties agree that the Collective Agreement shall be deemed reopened for the purposes of freely negotiating appropriate wage and benefit compensation.

LETTER OF UNDERSTANDING (2)

Me Too Clause

“The parties agree that, pending approval of the MOU (OECTA and the Provincial Government) between applicable employee groups and the Ministry of Education, any enhancements provided in said MOU shall be afforded to Unite Here, Local 272”.

LETTER OF UNDERSTANDING (3)

PARTS OF THIS ARTICLE WHICH ARE RED/ITALICIZED MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

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, Unite Here, 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, Unite Here, Local 272 Collective Agreement for the period of September 1, 1996 to August 31, 1998 shall continue to so apply, to following employees: Leonard Mayer, Jean-Guy Mercier, Raymond Bazinet, Gilles Dubreuil, Mario Charron, Leslie Parent, Marcel Lemire.

LETTER OF UNDERSTANDING (4)

PARTS OF THIS ARTICLE WHICH ARE RED/ITALICIZED MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

Sick Leave Entitlement – Former Ottawa Sector Employees

Unused Sick Leave credits may accrue to a maximum of 240 days for all employees.

For former Ottawa Sector employees having accrued in excess of 240 sick leave credits up to a prior maximum of 310 sick leave credits, such credits will remain for the employee's usage until utilized.

Employees will continue to be credited with their yearly sick leave entitlement but will not accrue unused credits exceeding the new limit of 240 sick leave credits.

Should the employee use in excess of his/her yearly entitlement and reduce the sick leave credits exceeding 240, the new total will be the previous year's opening sick leave credit balance less the year's usage in excess of the yearly credit.

<u>Example 1</u>	<i>Banked credits as at January 1, 2000:</i>	<i>297</i>
	<i>Sick leave credits for 2000:</i>	<i>20</i>
	<i>Credits used in 2000:</i>	<i><u>12</u></i>
	<i>Balance outstanding as at January 1, 2001</i>	<i>297</i>

** No reduction since used credits (12) were within the year's entitlement (20)*

<u>Example 2</u>	<i>Banked credits as at January 1, 2000:</i>	<i>297</i>
	<i>Sick leave credits for 2000:</i>	<i>20</i>
	<i>Credits used in 2000:</i>	<i><u>32</u></i>
	<i>Balance outstanding as at January 1, 2001</i>	<i>285</i>

** A reduction since used credits (32) exceeded the year's entitlement (20)*

The total accrued sick leave credits will continue to reduce until credits fall below 240 at which time the employee may accrue up to a maximum of 240 sick leave credits.

LETTER OF UNDERSTANDING (5)

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).

LETTER OF UNDERSTANDING (6)

Assigning of Floaters

The Ottawa Catholic School Board (OCSB) and UNITE HERE Local 272 agree to the following with regard to the assignment of floaters:

1. The current complement of three (3) District Floaters as listed will be grandfathered in their current districts.

Dan Cole
Edward Hickey
Yiu-Kay Lee

2. Beginning with the 2009 and then subsequent staffing programs, grandfathered positions that are vacated by the current incumbents shall become System Floaters.

LETTER OF UNDERSTANDING (7)

Attendance Incentive – Pilot Project

Upon ratification of this agreement, for the term of this agreement, employees who use five days or less of sick leave in any calendar year shall be paid a bonus day of pay based on the minimum rate for the employee's job class.

The bonus will be paid on the 1st pay in March of the new calendar year following the year in which the bonus was earned.

Employees retiring and/or leaving the Board at the end of a calendar year and having met the requirements outlined above will also be eligible for the bonus.

This pilot project will be reviewed at the end of this agreement.

LETTER OF UNDERSTANDING (8)

Self-Funded Leave (X over Y Plan) – Pilot Project

PARTS OF THIS ARTICLE WHICH ARE IN RED/ITALICS MAY BE ALTERED OR INOPERATIVE AS A RESULT OF BILL 115

The X Over Y Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence without pay and, through deferral of salary, to finance the leave. The Plan allows an employee to work “X” years over a “Y” year period with one (1) year’s leave in the final year of the Plan.

The employee, in application, shall indicate the “X” and “Y” components desired. However, the final determination of the “X” and “Y” components shall be made with the approval of the Superintendent of Human Resources and in accordance with the total Plan’s requirement for a balance between leaves commencing and leaves returning.

Qualifications

Any employee having four (4) years continuous permanent service with the Board is eligible to participate in the Plan.

Application

Applications for participation in the Plan must be filed no later than January 31st of the school year prior to the school year in which the Plan will commence.

Written acceptance or denial for such application will be forwarded to the employee by May 1st of the school year prior to the school year in which the Plan commences.

Acceptance of an employee’s application will be at the sole discretion of the Board. Priority will be given to the requirements of the system, including staffing needs.

Implementation of the Plan

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the employee and the Board:

- a) Each employee in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the employee and the Board.

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- b) An account will be established with Your Credit Union for each participant in the Plan. The money to be deducted from each participant's bi-weekly pay will be deposited to this account where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement between the Board and the employee.
- c) During the year of leave, the employee shall withdraw accumulated funds in the employee's account. Subject to the conditions of the insurance carrier, an employee may continue coverage of existing benefits in accordance with Article 24 for the year of leave under this Plan by paying 100% of the premiums.

Terms of Reference

- a) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.
- b) Sick leave credits will not accumulate during the year spent on leave. Upon return, the employee shall be credited with the same number of sick leave days accumulated before going on leave.***
- c) Leave taken under the Plan shall be treated as a year of experience for seniority purposes only.
- d) An employee may withdraw from the Plan effective August 31st, by giving written notice to the Employer by the preceding April 1st, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding January 1st.
- e) Where it can be demonstrated to the Board by an employee who is a participant in the Plan, that a financial emergency exists, the notice period shall be waived and the accumulated funds shall be released to the employee within sixty (60) days. In the case of the death of an employee who is a participant in the Plan, the accumulated funds shall be paid to the employee's estate, providing the consents or releases required have been obtained.

Revenue Canada Contingencies

- a) The present method for making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada.

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- b) The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Union and the participating employee and after the receipt of a ruling of Revenue Canada and of its terms. The participating employee will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of or by reason of, deductions made or payments made in accordance with this Article.

LETTER OF UNDERSTANDING (9)

Change to Credit Dates for Leaves

Leaves within Article 18, 23, will be credited on January 1, 2013.

Annual leave shall be credited on January 1, 2013 and shall be pro-rated to August 31, 2013.

Effective September 1, 2013 and in each subsequent year, all leaves will be credited as per the collective agreement, to reflect the September to August school year.

LETTER OF UNDERSTANDING (10)

Vacation During the School Year

The Ottawa Catholic School Board (OCSB) and UNITE HERE Local 272 agree that it is of benefit to both parties to allow employees to take vacation throughout the school year so long as it is cost neutral to the Board.

The parties agree to this pilot program beginning on September 1, 2012, and expiring on August 31, 2014.

Employees with five years of service (5) or more are entitled to take a maximum of five (5) days of accumulated annual leave during the school year. Such request will not be unreasonably withheld.

At minimal cost to the employer, the following practice will be applied: a maximum of one caretaker per high school could be off on annual leave without replacement. High school custodial staff shall not be reduced in order to staff elementary school vacation coverage when elementary staff are away on approved vacation leave during the school year. This leave request is to be submitted to the Manager of Maintenance & Operations for approval.

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During this period, the System Floaters may be used for elementary annual leave replacement.

The parties further agree to meet prior to the expiration of this collective agreement to review the program.

UNITE HERE LOCAL 272 – Collective Agreement

IN WITNESS whereof the Board and UNITE HERE Local 272 have caused this Agreement to be signed in their respective names by their duly authorized representatives on this 11 day of April, 2013.

Signed on behalf of

THE BOARD

Mark D. Miller
Chair of the Board

[Signature]
Director of Education

[Signature]
Board Negotiation Team

[Signature]
Board Negotiation Team

[Signature]
Chief Negotiator

UNITE HERE LOCAL 272

[Signature]
President – UNITE HERE Local 272

[Signature]
UNITE HERE Local 272 Negotiation Team

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UNITE HERE Local 272 Negotiation Team

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UNITE HERE Local 272 Negotiation Team

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UNITE HERE Local 272 Negotiation Team

[Signature]
UNITE HERE Local 272 Negotiation Team

Memorandum of Understanding

Between

The Ministry of Education

And

Canadian Union of Public Employees – Ontario School Board Coordinating Committee

December 31, 2012

Submitted on a confidential and without prejudice basis, subject to errors and omissions. Any agreement is subject to an agreement being reached on all “parameters” issues.

A. Term

1. The term of the collective agreement within the scope of this MOU is two (2) years (September 1, 2012 to August 31, 2014).

B. Salary Increases

1. 0% in 2012-13
2. 0% in 2013-14

C. Retirement Gratuities (Where Applicable)

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement to pension, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.
4. Eligible employees shall be informed not later than May 31, 2013, indicating their future entitlement to a gratuity payment in accordance with numbers 1 to 3 above. Such statement shall also identify the number of vested sick days.

5. Such retirement gratuity shall be paid in accordance with the terms and conditions of the 2008-12 collective agreement.
6. For employees covered by a collective agreement that has a service requirement greater than 10 years, this requirement shall be reduced to ten years as at 31 August, 2012 and their days shall be vested.
7. Those employees not eligible for a retirement gratuity as of August 31, 2012 as a result of insufficient service credits shall be entitled to a Gratuity Wind-Up Payment based on their years of service, accumulated sick days and annual salary as of August 31, 2012, provided this is funded by the Provincial Government.
8. The Gratuity Wind-Up Payment shall be calculated as follows :

For Non-vested days, there would be a payout based on a formula, as follows:

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. Providing this is fully funded by the Provincial Government, these employees shall be entitled to a Gratuity Wind-Up Payment calculated as follows:

$$\frac{X}{30} \quad \times \quad \frac{Y}{200} \quad \times \quad \frac{Z}{10} \quad = \text{Gratuity Wind-Up Payment}$$

X = years of services

Y = accumulated sick days up to a maximum of 200 days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

9. The Gratuity Wind-Up Payment shall be paid to each employee by June 30, 2013.

D. Sick Leave/Short Term Leave and Disability Plan/Short Term Leave and Disability Plan Top-Up /Long Term Disability Plan

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under S.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

i) Sick Leave Days

1. Each school year, an employee shall be paid 100% of regular salary for up to eleven (11) days of absence due to personal illness. Personal illness shall be defined as per the 2008-2012 local collective agreement. A less than full-time employee shall be paid 100% of the employee's regular salary (as per the employee's full-time equivalent status) for up to eleven (11) days of absence due to personal illness. These days shall not accumulate from year-to-year. Subject to section 2 below, such days shall be granted on the first day of the school year provided the employee is actively at work and shall not accumulate from year-to-year. During the transition year, Regulation 313/12 shall apply.
2. An employee who was actively at work or on an approved leave of absence on the last scheduled day of work prior to September 1st and scheduled to return to work on September 1st and is unable to return due to a medical condition that is documented to the satisfaction of the Board and meets the requirements under the applicable disability management program, shall qualify for their entitlement to sick days at 100% in accordance with clause i) 1 above.

For clarity September 1st is read as the first day of the school year.

3. The Board shall notify employees, copied to the Bargaining Unit, when they have exhausted their maximum days of sick leave at 100% salary in any school year. It shall not be a breach of the collective agreement if the board fails to advise the employee or the bargaining unit due to circumstances beyond its control.
4. Any leave of absence, in the 2008-12 Collective Agreement, that utilizes deduction from sick leave for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. These days shall not be used for the purpose of personal sick leave nor shall they be accumulated from year-to-year.

ii) Short Term Leave and Disability Plan (STLDP)

1. The Board's internal disability management processes, which may include third party adjudication, shall determine eligibility under the STLDP.
2. Each school year, an employee absent beyond the sick leave days paid at 100% of salary, as noted in clause i) 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 66.67% of the employee's regular salary and be eligible for 90% of regular salary in accordance with the Short-Term Leave and Disability

Plan (STLDP) provisions detailed below. Where evidence or medical documentation exists the employee will be upgraded to 90% of regular salary and such upgrade will not be unduly withheld.

3. Where the Board's internal disability management process is unable to make a decision, the case will be referred to third party adjudication for determination. Pending the outcome of the third party adjudication process, the employee will receive 66.67% of their pay until such time as a decision is rendered.
4. Short Term Sick Leave days under the Short Term Leave and Disability Plan (STLDP) shall be treated as traditional sick leave days for the purposes of determining entitlements to paid benefits and for the purpose of serving the waiting period for Long Term Disability (LTD) Insurance.
5. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Board's disability management program.
6. The Parties agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short and Long Term Disability Plans.
7. OMERS Contributions - When an employee is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee's regular pay.
8. OTPP Contributions - For OTPP members, the following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sickness Leave/Short Term Leave and Disability Proposal (STLDP) with the following principles:

- i. Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
- ii. The government/employer will be obligated to match these contributions;

- iii. If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to work.
 - a. If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
 - b. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
 - iv. The exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers' Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers Federation (OTF) and the Minister of Education.
 - v. The plan amendments will have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act and the Income Tax Act.
9. Any language in the 2008-2012 collective agreement that is not inconsistent with the terms of this clause D (Sick Leave / Short Term Leave and Disability Plan / Short Term Leave and Disability Plan Top-Up/ Long Term Disability) is unaffected. The parties agree however that the collective agreement terminology shall be amended to the extent necessary to give effect to the provisions contained herein.

iii) Short-Term Leave and Disability Plan Top-up (STLDPT)

- 1. If additional funding is provided by the Provincial government, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan (STLDP).
- 2. This top up is calculated as follows:
 - 11 days, less the number of sick days used in the prior year.

3. In 2012-13, the transition year, each employee shall begin the year with a two (2) day allocation (pro-rated for part-time employees).
4. For employee absences that extend beyond the sick leave days paid at 100% of salary as noted in clause D i) above, the employee shall be eligible for a STLDPT for up to 100% of regular salary, subject to their top up availability and subject to the Board's disability management program.
5. An absence is eligible for the STLDPT, subject to the following:
 - a. All or any part of an absence occurs beyond the sick leave days paid at 100% of salary.
 - b. Provision of objective medical documentation, satisfactory to the Board, which, when required, includes limitations and restrictions.
6. (a) Where the 2008-2012 local collective agreement does have paid leave days as referenced in clause D i) 4.

In addition to the sick leave top up, additional top-up may be considered at the discretion of the Board. The additional leave top-up will not exceed two (2) days, and is dependent on having two (2) unused paid leave days, as referenced in clause D i) 4, remaining in the current year.

- (b) Where the 2008-2012 local collective agreement does not provide any paid leave days as referenced in clause D i) 4, the preceding paragraph shall be replaced by the following:

In addition to the sick leave top up as mentioned above, a compassionate leave top up is available at the discretion of the board. The compassionate leave top-up will not exceed two days, and is dependent on having two unused paid leave days, as specified in the 2008-2012 collective agreement as a "leave of absence without a salary deduction or deduction from sick leave", remaining in the current year. These days can be used to top-up salary under the STLDP.

iv) **Long Term Temporary Employees (who currently have access to sick leave provided in their 2008-2012 Collective Agreement)**

1. The definition of Long Term Temporary Employee shall be as per the collective agreement.

2. Long Term Temporary Employees during a Long Term Assignment shall be eligible for the Sick Leave and STLDP subject to the conditions in number three (3) below. For clarity, such plans cannot extend beyond the term of a given Long Term Assignment.
3. The number of days available to a Long Term Temporary Employee in a Long Term Assignment in the Sick Leave and STLDP shall be based upon the following:
 - (a) Sick leave and STLDP days are allocated at the commencement of the Long Term Assignment;
 - (b) Ten (10) days of sick leave at 100% of salary based on a ten (10) month assignment, pro-rated based on the length of the assignment. Such leave shall not accumulate from school year to school year.
 - (c) i) Sixty (60) days of STLDP at 90% of salary for a ten (10) month assignment and subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year.

ii) For Long Term Assignments of less than ten (10) months, three (3) days of STLDP per month, subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year. These days shall be credited at the beginning of each month of the assignment, except in the case of pre-determined assignments of more than three (3) months, where such days shall be credited at the beginning of the assignment.
 - (d) A Long Term Temporary Employee may accumulate unused sick leave from one Long Term Assignment to another Long Term Assignment within the same school year.
4. Any leave of absence specified in the 2008-12 collective agreement, that utilizes deduction from sick leave, to a maximum of five (5) days pro-rated, for reasons other than illness, shall be granted without loss of salary or deduction from the Long Term Temporary Employee's sick leave. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

v) Long-Term Disability (LTD) Plans

1. If the Long Term Disability Plan contained in the 2008-2012 collective agreement provides for a waiting period of more than 130 days, the 120 day short term sick

leave period referenced above shall be extended to the minimum waiting period required by the plan.

2. If there is no provision for a Long Term Disability Plan in the 2008-2012 collective agreement, at the request of and in consultation with the local union, the Board shall make available an LTD Plan at no cost to the Board.

E. Graduated Return to Work

The Parties agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short Term Sick Leave and Long Term Disability Plans.

All employees will be eligible for top up from the sick leave days paid at 100%, as noted in clause D i) 1 above, while working on a graduated hours return to work plan. This top up shall be granted in the form of a deduction of the sick leave days paid at 100%, as noted in clause D i), proportional to the percentage of the top up.

If the return to work plan extends beyond the expiration of sick leave under D i), the following shall apply:

In addition to receiving regular salary for the portion of the day worked while on a graduated hours return to work the plan, an employee will be eligible to receive a top up of 90% of regular salary for the remaining portion of the day that was not worked. This top up shall be granted in the form of a deduction from the maximum of 120 days, which for this clause are non-divisible days, pursuant to D(ii), proportional to the percentage of the top up.

For clarity, in this section the term "proportional to the percentage of top up" means a percentage of the work day and not a percentage of salary.

For further clarity, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.

F. Workplace Safety and Insurance Board (WSIB)

WSIB benefits shall be maintained in accordance with the 2008-2012 local collective agreement and/or the current practices of the parties. For clarity, where the current WSIB top up is deducted from sick leave the Board shall maintain the same level of top-up without deduction from sick leave.

G. Maternity Leave

The following is available to an employee who, under the 2008-2012 collective agreement, would have been eligible to accumulate sick leave from year to year.

1. For an employee who has not been laid-off in the fifty-two (52) weeks prior to the birth of her child :
 - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
 - b. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.
2. For an employee who has been laid-off in the fifty-two (52) weeks prior to the birth of her child :
 - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
 - b. Notwithstanding the above, if the employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without deduction from the sick days or the STLDP (remainder of six weeks topped-up as SEB).
 - c. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

3. The preceding provisions are subject to revision pending Ministry of Education clarification in writing regarding pyramiding of entitlements in this provision between this MOU and the 2008-2012 Collective Agreement.

H. Benefits (Health, Dental and Extended)

1. Benefits for Current Employees

- a. All group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain status quo for the 2012-2014 collective agreement. For clarity, status quo includes scheduled adjustments based on the contract definition(s) and these will occur as scheduled (eg. If in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).

2. Benefits after Retirement

- a. Effective September 1, 2013, any new retiree (or his/her family) who has access to post-retirement benefits (health, dental, life, etc.) and pays premiums for such benefits shall be included in an experience pool segregated from all active employees, such that the pool is self-funded.
- b. Effective September 1, 2013, no new retirees (or his/her family) shall be eligible for employer contributions to any post-retirement benefits (health, dental, life, etc.).
- c. Existing retirees (or his/her family) and any employee retiring before September 1, 2013 who has access to post-retirement benefits (health, dental, life, etc.) will continue to be included in the experience pool in which they are presently included and pay the appropriate premiums for that existing experience pool. Employer contributions where they currently exist will continue for this group.

I. Provincial Benefits Plan or CUPE Benefits Trust

In the event that CUPE and the government agree on a Provincial Benefits Plan or CUPE Benefit Trust, the Board will support this agreement provided there are no additional costs to the Board or substantial increases to the administration requirements.

J. Salary Grids

1. Where there are grids in the collective agreement, all employees shall move on the salary grid in accordance with their individual experience and qualifications, in accordance with the collective agreement.
2. The increments shall come into effect following a delay of one-half of the employee's regular work year.
3. In cases where an employee is entitled to more than one grid movement in a fiscal year, the delay in the implementation of the grid movement will be adjusted proportionately to ensure that the employee is not unduly affected, that is an employee will not lose more than 50% of the dollar value of their grid movement over the term of the collective agreement.
4. The Parties agree that movement from a Probation Rate on to a Salary Grid will not be frozen or delayed.
5. The Parties agree that other service based grids (i.e. vacation) are not frozen or delayed.

K. Dispute Resolution/Enforcement Mechanism

As per existing practice, disputes shall continue to be resolved, through joint problem-solving and informal dialogue, and then defer to the grievance-arbitration process as outlined in the 2008-2012 collective agreement.

Any party or person present at the discussions leading to this MOU may be called on to give evidence and is compellable, except counsel.

L. Ratification

1. CUPE will undertake to recommend this MOU to its leadership at a duly called meeting of the CUPE school board sector leadership (not later than January 6th, 2013). Subject to the agreement of the CUPE school board sector leadership, CUPE will recommend this MOU to its Locals for ratification by their membership.
2. Any changes to local agreements, other than those specifically required by this MOU must be mutually agreed to by the local CUPE bargaining unit and the local school board. Any local bargaining will not amend sections of the collective agreement amended by this MOU.

3. All clauses of the collective agreement that are not amended by this MOU or by the process identified above shall remain status quo.
4. The parties agree that for the purpose of the 2012 -2014 collective agreements all letters of intent or understanding, minutes of settlement, or any other memoranda, contained or pertaining to the 2008-2012 collective agreements, dealing with any term or condition of a collective agreement, or any other term or condition negotiated between the parties, shall continue in force and effect unless renegotiated by the parties.
5. For clarity, any local issues which remain unresolved shall be withdrawn, and the renewal collective agreement shall move forward for ratification together with this MOU.

M. Letter of Understanding – Job Security

Whereas the parties are negotiating in a context where the protection of government initiatives for students and the preservation of jobs have been identified as government priorities;

Whereas the parties agree that any reduction in funding which directly or indirectly affect student services or the preservation of jobs should not be undertaken without prior consultation by the government with the parties and due consideration by the government to the concessions made in the context of the renewal of the Collective Agreement ;

Whereas it is the mutual desire of the parties to protect existing workforce complement without restricting its growth;

1. For school year 2012-2013, except in cases of a catastrophic or unforeseeable event or circumstance (e.g. school closed as a result of a fire), the Board undertakes to maintain its Protected Complement.
2. For school year 2013-2014, the Board undertakes to maintain its Protected Complement, except in cases of :
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment, or
 - c. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to paragraph 2b) or c) above, they shall be achieved as follows:

- a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions.
4. For the purpose of this Letter of Understanding, at any relevant time, the Board's Protected Complement is equal to:
 - a. ● FTE (excluding temporary, casual and/or occasional positions) as of August 31, 2012. (Memorandum note: ● is the FTE number to be agreed to by the parties through consultation at the bargaining unit level.)
 - b. minus any FTE attrition of bargaining unit members which occurs after the date of this Letter of Understanding.
5. Reductions as may be required in 2 (b) and (c) above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include :
 - (a) priority for available temporary, casual and/or occasional assignments;
 - (b) the establishment of a permanent supply pool where feasible;
 - (c) the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. This Letter of Understanding expires on August 31, 2014.

N. Offsetting Measures

1. Where no salary grid exists there is no requirement for offsetting measures.
2. Where a salary grid exists and there is movement through the grid, each employee may by May 1, 2013, apply for a voluntary unpaid leave day or days, subject to Board approval. The unpaid leave day or days shall be approved provided that there is no requirement to replace the absent employee and there is no mandatory PD for the employee on the day or days. In other cases, approval is at the Board's discretion. The Board and the union can agree to other offsetting measures.
3. The required savings target is equal to the cost of grid movement under this agreement for the period from September 1, 2012 to August 31, 2014. Where an employee takes an unpaid leave day and is replaced, the cost of the replacement will be considered in calculating the savings generated by this unpaid leave.
4. In the event that the savings generated by the above measures is insufficient to meet the required savings target, all members of the bargaining unit will be required to take up to one (1) mandatory unpaid day in the second year of the

agreement on a day to be determined by the Board in consultation with the Union.

5. The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years, unless they are extended in future negotiations or through mutual consent.

O. Reconciliation

A reconciliation committee will be created with equal representation from the Board and the Union. The committee will meet in May 2013, and if necessary in October 2013 and January 2014, to track targeted savings generated from the offsetting measures as listed in section N. In the event that by May 15, 2013, savings targets do not meet the overall goal, up to one (1) mandatory unpaid day will be required in the 2013/2014 school year to meet the target.

P. Province Wide Collective Bargaining

The Parties acknowledge the fact that the Government of Ontario intends to begin consultations in the Fall of 2012 with the teachers' federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

Q. CUPE Members on Provincial Committees

CUPE appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

R. Transferability of Other Agreements

CUPE and the Board acknowledge the Government's commitment that school boards and the CUPE local unions will not receive amounts proportionally less than the overall financial settlements reached in any other PDT agreement or Memoranda of Understanding that relate to education support workers subject to CUPE complying with the conditions associated with this Bargaining Framework.

Dated this 31st day of December, 2012, Toronto, Ontario

For the Ministry of Education:

original signed by

Laurel Broten, Minister

For the Canadian Union of Public Employees:

original signed by

Terri Preston, Chair, Ontario School
Boards Coordinating Committee

original signed by

Brian Blakeley, CUPE School Boards
Coordinator - Ontario