

COLLECTIVE AGREEMENT

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD  
(hereinafter called the “Employer”)

AND

ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION  
(hereinafter called the “Union”)

REPRESENTING

EDUCATIONAL SUPPORT STAFF/OSSTF DISTRICT 24,  
of the Ontario Secondary School Teachers’ Federation  
employed by the Employer  
(hereinafter called the “Bargaining Unit”)

SEPTEMBER 1, 2008 to AUGUST 31, 2012



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## **ARTICLE I - GENERAL PURPOSE**

1.01 The purpose of this Agreement is to promote the morale, well-being and security of all the Employees in the Bargaining Unit, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salary for all Employees who are subject to the provisions of this Agreement.

## **ARTICLE II – DEFINITIONS**

- 2.01
1. The "Employer" refers to the Waterloo Region District School Board and/or its predecessors.
  2. The "Bargaining Unit" refers to the Educational Support Staff/OSSTF District 24.
  3. The "Employee" refers to a member of the Educational Support Staff/OSSTF District 24 bargaining unit.
  4. ESS/OSSTF District 24 Employees are defined as follows:
    - (a) Twelve-Month Employees

Full-time: Employees who work twelve (12) months per year, thirty-five (or forty) hours per week.

Part-time: Employees who work twelve (12) months per year but less than thirty-five hours per week.
    - (b) Ten-Month Employees

Full-time: Employees who work ten (10) months per year, thirty-five hours per week.

Part-time: Employees who work ten (10) months per year but less than thirty-five hours per week.
  5. "Probationary period" refers to the first six (6) months of continuous employment in a position, other than a THR position, covered by this Agreement.
  6. "Layoff" refers to a reduction of more than three (3) hours of work per week calculated from the greater of:
    - (a) the number of hours held at September 4, 2001, in the Employee's current position; or
    - (b) the number of hours acquired as a result of posting into a permanent position subsequent to September 4, 2001.

The Employee will have the right to decline a placement that would maintain their hours and remain at the current work site for up to two (2) years. If at the end of the two (2) years an Employee again declines a placement, then the hours reduced shall become permanent reduction in hours.

If the Employee has agreed to a permanent reduction in the number of hours assigned since September 4, 2001, then that lower number of hours shall be the basis for the calculation.

7. "School year" refers to the period of time from September 1<sup>st</sup> to August 31<sup>st</sup>.
8. "Temporary Status" refers to a permanent bargaining unit member who works in a temporary assignment replacing another permanent or probationary employee absent due to illness, accident, leave of absence or any other temporary reason, for a period not exceeding twelve (12) months. Should a permanent or probationary employee be granted an additional leave of absence, the temporary status may be extended beyond the initial twelve (12) months after consultation with the Bargaining unit.
9. "THR (Temporary Hourly Rated) Employee" refers to a person who has been hired by the WRDSB to work on a casual basis, is paid on the THR pay scale, and has no permanent status with the Board.
  - (a) A THR normally works during periods of heavy workload or other temporary requirements for a period not exceeding six (6) months. The Bargaining Unit President shall be notified of such assignments.
  - (b) "THR" may also refer to a probationary ESS/OSSTF member, who has permanent hours with the Board, who is working in a temporary assignment and who is paid on the THR pay scale.
  - (c) In the event that a permanent bargaining unit member is not available to replace another permanent or probationary employee as per Art. 2.01 (8), a THR may be hired for a period not exceeding twelve (12) months. Should the permanent or probationary employee be granted an additional leave of absence, the THR assignment may be extended up to an additional twelve (12) months after consultation with the Bargaining Unit.
  - (d) Under special circumstances, "THR" may refer to a permanent ESS/OSSTF member working in a temporary assignment when the total hours of the assignment have been specified by a Superintendent and the wages have been established by the Superintendent to be on the THR pay scale. In this case the Union will be advised of the circumstances at the earliest opportunity.

### **ARTICLE III - RECOGNITION**

- 3.01 The Employer recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive collective bargaining agent authorized to negotiate on behalf of all twelve-month, ten-month and temporary Employees of the Waterloo Region District School Employer employed as buyers, forepersons, sub-forepersons, supervisors, assistant supervisors, clerical, secretarial, technical, and distribution personnel, save and except:

Administrative Assistant to the Director of Education and Secretary

Administrative Assistant to the Chairperson/Trustees

Administrative Assistant to the Executive Superintendent of Business and Financial Services and Treasurer

Administrative Assistant to the Executive Superintendent of Human Resources and Organizational Development

Administrative Assistant to the Superintendent of Human Resources / Senior Manager of Human Resources

Administrative Assistant to the Executive Superintendent of Education

Payroll Supervisor

**NOTE:** Supervisors and Assistant Supervisors mentioned above does not incorporate Supervisors and Assistant Supervisors covered in other bargaining units.

- 3.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.03 The Employer acknowledges the right of the Bargaining Unit to appoint or otherwise select a Negotiating Committee and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this Agreement. If a meeting is called by the Employer during working hours, Bargaining Unit representatives required to attend such a meeting shall suffer no loss of pay.
- 3.04 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or other duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 The Bargaining Unit recognizes the right of the Employer to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of the Collective Agreement.
- 3.06 An Employee who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have Bargaining Unit representation.
- 3.07 No discrimination, intimidation, interference, restraint or coercion will be practised by either the Employer or the Bargaining Unit or by any of their officers or representatives against any Employee by reasons of membership or activity in the Union.
- 3.08 It is agreed that all Letters of Understanding that are appended to the Collective Agreement and all Appendices to this Agreement are deemed to be part of this Collective Agreement.

#### **ARTICLE IV - STAFF/MANAGEMENT COMMITTEE**

- 4.01 The ESS/OSSTF District 24 Management Committee shall consist of up to five (5) representatives from the Bargaining Unit and up to five (5) representatives from management. Management representatives may include representatives from the respective principal's associations, and/or department managers as determined by management. Both parties understand that the composition of the committee may vary subject to the agenda and the availability of the parties. Its purpose will be to consider matters of mutual interest. This committee shall meet as scheduled or at the request of either party.

#### **ARTICLE V - RELATIONSHIP, UNION MEMBERSHIP AND DUES CHECKOFF**

- 5.01 It is agreed that the Employer and the Bargaining Unit or any of its officers or members shall act in accordance with the provisions in the Ontario Human Rights Code.
- 5.02 (a) Any Employee presently a member of the Bargaining Unit and a member of the Bargaining Unit at the time of signing this agreement shall, as a condition of continued employment, remain a member of the Bargaining Unit, and further, any new Employee of the Employer working in the categories as defined by this agreement shall, as a condition of employment, become a member of the Bargaining Unit.
- (b) On each pay date on which an Employee is paid, the Employer shall deduct from each Employee the OSSTF dues and any chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- (c) The OSSTF dues deducted in 5.02(b) shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- (d) Dues specified by the Bargaining Unit in 5.02(b), if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N. numbers, their workplace location, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- (e) OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
- 5.03 The Employer shall, on a monthly basis upon the hiring of an Employee, inform the Bargaining Unit of the name, address, phone number, Employee number, date of birth location of the Employee, and start time of employment, ensuring that every Employee will receive a copy of the current Collective Bargaining Agreement and Information

Sheet(s) provided by the Bargaining Unit.

## **ARTICLE VI - RESERVATION OF MANAGEMENT FUNCTIONS**

6.01 The Bargaining Unit acknowledges it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, reclassify, transfer, promote, demote, and lay off Employees and also to suspend, discipline or discharge for just cause. A claim by an Employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

It is understood that discharge or discipline of a probationary Employee shall not be the subject of a grievance provided the Employer was acting in good faith.

6.02 The Bargaining Unit further recognizes the right of the Employer to operate and manage its schools and offices in all respects in accordance with its commitments, obligations, responsibilities and the statutes and regulations of the Province of Ontario. The right to decide on the number of Employees needed by the Employer at any time, the right to use modern methods and equipment, and jurisdiction over all operations are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time the rules and regulations to be observed by the Employees. The Employer recognizes that any changes in the rules and regulations or procedures must be preceded by communication with the ESS/OSSTF District 24 Executive, and in no event shall such rules or regulations be inconsistent with the express provisions of this Agreement.

### **Discharge, Discipline And Just Cause**

6.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or of any of the provisions of this Agreement may be deemed to be sufficient cause for discharge or discipline of any Employee, provided that nothing herein contained shall prevent an Employee from going through the grievance procedure.

The Bargaining Unit shall receive copies of all correspondence regarding said breaches at the same time the Employee receives such notice.

6.04 Whenever the Employer censures an Employee for an act or omission, in a manner indicating that dismissal may follow any repetition of such act or omission, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Employee involved.

The Bargaining Unit shall receive copies of all correspondence regarding such censure at the same time the Employee receives such notice.



- 6.05 When an Employee is suspended or discharged, the Employee shall be notified in writing of such suspension or discharge and of the reason for same.

The Bargaining Unit shall receive copies of all correspondence regarding said suspension or discharge and the reasons for the same.

The Employee is entitled to Bargaining Unit representation should they request it when notice of suspension or discharge is received.

### **Safety Practices**

- 6.06 (a) The Employer expects all Employees to observe good safety practices at all times and to draw without delay to the attention of the immediate supervisor any unsafe practices or safety hazard which might be observed.
- (b) Should the Employer demand (for safety reasons) that certain Employees must wear Employer specified safety shoes, the Employee would be reimbursed to a maximum of \$180 every two years of the cost of such required safety shoes.
- (c) When a case of Fifth Disease in the school is known to the principal, he or she shall notify the school staff.

### **Job Posting/Transfers**

- 6.07 (a) In filling newly created positions or vacancies covered by Article 3.01, such positions shall be filled as per Article 6.07(b) and remain ESS/OSSTF District 24 positions.
- (b) (i) The Employer will post all vacant ESS/OSSTF District 24 positions internally for five (5) working days in order that permanent Employees within the Bargaining Unit (those who have completed their probationary period) will be considered before external applications. When a position goes to second posting, probationary and THR members shall be considered before external applicants.
- (ii) In the event that circumstances should arise with respect to a particular position and after consultation and agreement with ESS/OSSTF District 24, both internal first postings and external posting may be done simultaneously. Such agreement shall not be unreasonably withheld where that position had been posted internally within the previous three (3) months, and there were no internal applicants. It is agreed that ESS/OSSTF internal applicants to such a posting would be interviewed prior to consideration being given to external applicants.
- (c) Under what it considers to be extenuating circumstances, management retains the right to make appointments to positions without postings. The Employer will reach an agreement with the Bargaining Unit prior to any related action taken. Such agreement shall not be unreasonably denied. It is understood that regardless of the above outcome, there shall be no additional positions added.

- (d) Temporary vacancies arising from the absence of an ESS/OSSTF District 24 member, that are known to be of at least six (6) months duration, shall be posted in accordance with Article 6.07(b). A position which remains vacant following the internal posting may be filled by the Employer without further posting.
  - (e) The Employer shall inform the Bargaining Unit within twenty (20) working days, or earlier where possible, of the date the Employer becomes aware of a vacancy. Normally, such information shall be made available at the monthly Staff/Management Committee meetings.
- 6.08 In the event an Employee is unable to perform the duties within a position due to changes in job-related factors, serious enough to affect their well-being, the Employer may transfer:
- (a) with the agreement of the Employee and the Bargaining Unit to another position at the same level, or,
  - (b) with the agreement of the Employee and the Bargaining Unit to another position at a lower level with remuneration to be agreed to prior to moving to the new position.

### **Job Security**

- 6.09 In order to provide job security for the members of the Bargaining Unit, the Employer agrees not to contract out any work or services presently performed by the Bargaining Unit which would result in any layoff of a Bargaining Unit member. In addition, no Employee shall be laid off nor shall the Employer refuse to recall a laid-off Employee owing to the use of Co-op students or volunteers in the workplace.
- 6.10 In all cases of temporary employment, where the person is not from within the Bargaining Unit, the term in the temporary position shall not extend beyond one year without the mutual consent of the Employer and the Bargaining Unit.
- 6.11 The Employer shall prepare a seniority list showing each Employee's name, seniority ranking, and classification. The Employer shall provide a seniority list to the President of the Bargaining Unit on or around September 30<sup>th</sup> of each school year.

### **Evaluation**

- 6.12 The primary purpose for the Employee evaluation procedure is to improve the performance of the individual. The evaluation document shall not be used as a discipline document.

### **Communications**

- 6.14 The Bargaining Unit and its members shall have reasonable access to worksite fax machines (where available) in order to communicate between the worksite(s) and/or the

ESS/OSSTF office at a nominal fee established by worksite policy for non-Employer business.

- 6.15 The Bargaining Unit shall continue to have reasonable access to the Employer's courier service for communication with its Members and the Employer.
- 6.16 The Bargaining Unit shall be allowed to carry out Union business on the Employer's premises at reasonable times and in reasonable locations as available.

## **ARTICLE VII - PAYMENT OF SALARIES AND ALLOWANCES**

### **7.01 Grid Placement**

- (a) All staff will be placed only on the Salary Schedule identified in Article 7.07 and shall proceed through their appropriate level on the basis of approved annual increments, calculated from the date of appointment to permanent staff. The Employer shall not vary the salary schedule of an individual without prior agreement of the Bargaining Unit.
- (b) Recognition for experience may be granted at the time of employment. Such recognition shall be at the discretion of the Superintendent of Human Resources or designate.
- (c) (i) Progression from one level to a higher level is not automatic. Changes will occur only through promotion or increased responsibility given to a position. Such change must be dealt with as described in the Administrative Procedures. An Employee and/or the Employee's supervisor may approach the Position Evaluation Committee directly, to determine whether the increased responsibility given to a position changes the level of the position.

In the event an Employee's request for level change is not supported by the Employee's supervisor, such Employee may approach the Position Evaluation Committee directly.

- (ii) The Position Evaluation Committee shall consist of:
  - a) Two representatives of the ESS Bargaining Unit;
  - b) One non-bargaining unit member of Human Resources
  - c) One member of the Board's senior management
  - d) One recording secretary (non-voting, non-participating).
- (iii) Once the employee's supervisor, who is outside of the Bargaining Unit, receives the request for evaluation from the employee, the employee's supervisor, in consultation with their appropriate Manager/ Superintendent, will sign the request form within three (3) weeks and return it to the employee. If that supervisor does not sign the request form, as stated above, the member may approach the Position Evaluation Committee directly.

- (iv) Once the employee submits their request to Human Resources, a questionnaire will be forwarded to the employee within three (3) weeks. A copy of the request for evaluation will be forwarded to the Bargaining Unit within one (1) week of it being received in Human Resources.
  - (v) The employee will complete and return the questionnaire within four (4) weeks to Human Resources.
  - (vi) After the Human Resources Department receives a member's or group's questionnaire, the Position Evaluation Committee shall complete its scoring of the position no later than four months after its receipt.
  - (vii) The Position Evaluation Committee shall make their recommendation to the Board's Executive Superintendent of Human Resources on the evaluation of position evaluation request no later than two (2) weeks after a decision has been taken.
  - (viii) The Executive Council must make a decision on the Board's Executive Superintendent's recommendation no later than six (6) weeks after the recommendation has been made.
  - (ix) The Executive Council shall communicate their decision on the position evaluation request to the Bargaining Unit and the affected employees no later than two (2) weeks after the decision has been made.
  - (x) The Position Evaluation form will identify all applicable timelines.
- (d) Upon appointment to a higher level position, the Employee will be placed on the Salary Schedule, at the new level, at least one full increment higher than their current salary. Staff who are moved to a higher level position will receive annual increments calculated from the date of appointment to the new position.
  - (e) Upon appointment to a lower level or similar level position, the Employee will be placed on the salary schedule at the level of the new position, at the same increment, retaining the increment date of the previous position. Staff who are moved to a lower level will retain the increment date from the higher level.
  - (f) Employees returning to a lower level previously held, will at no time be placed at an increment lower than that which was previously held at the lower level.
  - (g) Employees who accept a second part-time position within the Bargaining Unit, at the same level on the salary grid as the first, shall be paid at the same step of that level as the first part-time position, and shall retain the increment date of the first.
  - (h) "Red Circling" will apply to those Employees whose salary as of December 31, 1985 was greater than their 1988 Salary Schedule placement.

**Note:** Definition of "Red Circling" is the holding of an Employee's salary at an existing amount until the salary for that position exceeds the existing amount.

Definition of "Green Circling" is the maintenance of an Employee's salary at an existing level and continuing to provide for negotiated increases and increments to the Employee's salary until such time as the Employee leaves the position and the position is reposted.

## 7.02 **Day Shifts**

Day shifts are considered to be those shifts which commence not earlier than 8:00 a.m. and finish not later than 5:00 p.m.

Flexible hours of work are available, depending on circumstances, as per the Administrative Procedures.

## 7.03 **Evening Shifts**

- (a) Effective September 1, 2008, a shift bonus of 67¢ per hour shall be paid for all hours worked between 3:00 p.m. and 12 midnight, with the exception that no shift bonus is payable for any part of a normal day shift.
- (b) Effective September 1, 2009, a shift bonus of 69¢ per hour shall be paid for all hours worked between 3:00 p.m. and 12 midnight, with the exception that no shift bonus is payable for any part of a normal day shift.
- (c) Effective September 1, 2010, a shift bonus of 71¢ per hour shall be paid for all hours worked between 3:00 p.m. and 12 midnight, with the exception that no shift bonus is payable for any part of a normal day shift.
- (d) Effective September 1, 2011, a shift bonus of 73¢ per hour shall be paid for all hours worked between 3:00 p.m. and 12 midnight, with the exception that no shift bonus is payable for any part of a normal day shift.

## 7.04 **Night Shifts**

- (a) Effective September 1, 2008, a shift bonus of 69¢ per hour shall be paid for all hours worked between 12 midnight and 8:00 a.m.
- (b) Effective September 1, 2009, a shift bonus of 71¢ per hour shall be paid for all hours worked between 12 midnight and 8:00 a.m.
- (e) Effective September 1, 2010, a shift bonus of 73¢ per hour shall be paid for all hours worked between 12 midnight and 8:00 a.m.
- (f) Effective September 1, 2011, a shift bonus of 75¢ per hour shall be paid for all hours worked between 12 midnight and 8:00 a.m.

## 7.05 **Weekend Shifts**

- (a) Effective September 1, 2008 any shifts scheduled on weekends after 12 midnight on

Friday and before 12 midnight on Sunday, shall be compensated for at the rate of 64¢ per hour, in addition to shift bonus as covered by Article VII, 7.03 and 7.04.

- (b) Effective September 1, 2009 any shifts scheduled on weekends after 12 midnight on Friday and before 12 midnight on Sunday, shall be compensated for at the rate of 66¢ per hour, in addition to shift bonus as covered by Article VII, 7.03 and 7.04.
- (c) Effective September 1, 2010 any shifts scheduled on weekends after 12 midnight on Friday and before 12 midnight on Sunday, shall be compensated for at the rate of 68¢ per hour, in addition to shift bonus as covered by Article VII, 7.03 and 7.04.
- (d) Effective September 1, 2011 any shifts scheduled on weekends after 12 midnight on Friday and before 12 midnight on Sunday, shall be compensated for at the rate of 70¢ per hour, in addition to shift bonus as covered by Article VII, 7.03 and 7.04.

### 7.06 Temporary Transfers

Any Employee who is temporarily transferred to another position with full responsibility, in which the rate of pay is different from that in effect in such Employee's regular position, shall be paid while so employed as follows:

- (a) If the rate of pay in the position to which the Employee is transferred is less than the Employee's regular pay, the Employee shall receive their regular rate of pay.
- (b) If the rate of pay in the position to which the Employee is transferred is higher than the Employee's regular pay, the Employee will be placed on the Salary Schedule at the appropriate level, at least one full increment higher than the Employee's current salary (as per 7.07).

#### Examples

Employee moving from Level C position to Level E position:

Current level and step:	C-4	\$19.66
One Increment at level C:		\$ 1.01
New salary must be at least:		\$20.67 per hour
New E level salary:	E-1	\$20.87 per hour

Current level and step:	C-5	\$20.67
One Increment at level C:		\$ 1.01
New salary must be at least:		\$21.68 per hour
New E level salary:	E-2	\$22.13 per hour

Employee moving from Level D position to Level E position:

Current level and step:	D-5	\$23.15
One Increment at level D:		\$ 1.13
New salary must be at least:		\$24.28

New E level salary: E-4 \$24.66

- (c) The Employee increment date prior to the transfer will remain in effect throughout the term of the transfer. On the date of an approved annual increment, the calculation in 7.06 (b) will be applied to the Employee's new salary at the old level, to determine whether an increment adjustment at the new level is also required.

**NOTE:** This clause relates to specific transfers made by management and is not intended to cover situations where a senior person's duties are assumed by another when the senior person is on vacation.

- (d) Any Employee who is temporarily transferred to a position for six months or longer and within six months of leaving is awarded said position shall be credited the previous worked time to their seniority in the location and the level on the salary schedule in the new position relative to the initial step in the temporary position.
- (e) Any increase in salary as per 7.06(b) shall take effect after the Employee has completed three (3) working days in the temporary position and will be paid retroactive to the first day.

#### 7.07 Salary Schedule

(a) Effective September 1, 2008 (hourly rate)

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>A</b>	\$13.26	\$14.07	\$14.87	\$15.67	\$16.48
<b>B</b>	\$14.86	\$15.76	\$16.66	\$17.55	\$18.45
<b>C</b>	\$16.64	\$17.65	\$18.65	\$19.66	\$20.67
<b>D</b>	\$18.64	\$19.76	\$20.89	\$22.02	\$23.15
<b>E</b>	\$20.87	\$22.13	\$23.39	\$24.66	\$25.92
<b>F</b>	\$23.38	\$24.79	\$26.20	\$27.62	\$29.03
<b>G</b>	\$26.18	\$27.77	\$29.35	\$30.93	\$32.52
<b>H</b>	\$29.77	\$31.02	\$32.26	\$33.50	\$34.74
<b>I</b>	\$33.35	\$34.74	\$36.13	\$37.51	\$38.90
<b>J</b>	\$37.35	\$38.91	\$40.46	\$42.02	\$43.58

(b) Effective September 1, 2009 (hourly rate)

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>A</b>	\$13.66	\$14.49	\$15.32	\$16.14	\$16.97
<b>B</b>	\$15.30	\$16.23	\$17.15	\$18.08	\$19.01
<b>C</b>	\$17.14	\$18.17	\$19.21	\$20.25	\$21.29
<b>D</b>	\$19.20	\$20.36	\$21.52	\$22.68	\$23.84
<b>E</b>	\$21.50	\$22.80	\$24.10	\$25.40	\$26.70
<b>F</b>	\$24.08	\$25.53	\$26.99	\$28.45	\$29.90
<b>G</b>	\$26.97	\$28.60	\$30.23	\$31.86	\$33.49
<b>H</b>	\$30.67	\$31.95	\$33.23	\$34.50	\$35.78
<b>I</b>	\$34.35	\$35.78	\$37.21	\$38.64	\$40.07
<b>J</b>	\$38.47	\$40.07	\$41.68	\$43.28	\$44.89

(c) Effective September 1, 2010 (hourly rate)

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>A</b>	\$14.07	\$14.92	\$15.78	\$16.63	\$17.48
<b>B</b>	\$15.76	\$16.72	\$17.67	\$18.62	\$19.58
<b>C</b>	\$17.65	\$18.72	\$19.79	\$20.86	\$21.92
<b>D</b>	\$19.77	\$20.97	\$22.16	\$23.36	\$24.56
<b>E</b>	\$22.14	\$23.48	\$24.82	\$26.16	\$27.50
<b>F</b>	\$24.80	\$26.30	\$27.80	\$29.30	\$30.80
<b>G</b>	\$27.78	\$29.46	\$31.14	\$32.82	\$34.50
<b>H</b>	\$31.59	\$32.90	\$34.22	\$35.54	\$36.86
<b>I</b>	\$35.38	\$36.85	\$38.33	\$39.80	\$41.27
<b>J</b>	\$39.62	\$41.27	\$42.93	\$44.58	\$46.23

(d) Effective September 1, 2011 (hourly rate)

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>A</b>	\$14.49	\$15.37	\$16.25	\$17.13	\$18.01
<b>B</b>	\$16.23	\$17.22	\$18.20	\$19.18	\$20.17
<b>C</b>	\$18.18	\$19.28	\$20.38	\$21.48	\$22.58
<b>D</b>	\$20.36	\$21.60	\$22.83	\$24.06	\$25.29
<b>E</b>	\$22.56	\$24.18	\$25.56	\$26.94	\$28.32
<b>F</b>	\$25.54	\$27.09	\$28.63	\$30.18	\$31.73
<b>G</b>	\$28.61	\$30.34	\$32.07	\$33.80	\$35.53
<b>H</b>	\$32.54	\$33.89	\$35.25	\$36.61	\$37.96
<b>I</b>	\$36.44	\$37.96	\$39.48	\$40.99	\$42.51
<b>J</b>	\$40.81	\$42.51	\$44.21	\$45.92	\$47.62



- (e) Hourly rates are related to the above salary schedule on the basis of salary divided by 1,820 hours. The annual salary will be prorated for those working more than or less than 1,820 hours.
- (f) (i) Effective September 1, 2008, the hourly rate of pay for THR's shall be:  
 (1) \$14.26 when working in a Level A, B or C position  
 (2) \$17.86 when working in a Level D or higher
- (ii) Effective September 1, 2009, the hourly rate of pay for THR's shall be:  
 (1) \$14.69 when working in a Level A, B or C position  
 (2) \$18.40 when working in a Level D or higher
- (iii) Effective September 1, 2010, the hourly rate of pay for THR's shall be:  
 (1) \$15.13 when working in a Level A, B or C position  
 (2) \$18.95 when working in a Level D or higher
- (iv) Effective September 1, 2011, the hourly rate of pay for THR's shall be:  
 (1) \$15.58 when working in a Level A, B or C position  
 (2) \$19.52 when working in a Level D or higher

7.08 Pay Dates

- (a) For the period September 1, 2008 to August 31, 2009 payment of salaries shall take place on the following dates:

September	12	January	16	May	22
September	26	January	30	June	5
October	10	February	13	June	19
October	24	February	27	July	3
November	7	March	13	July	17
November	21	March	27	July	31
December	5	April	9	August	14
December	19	April	24	August	28
January	2	May	8		

- (b) For the period September 1, 2009 to August 31, 2010 payment of salaries shall take place on the following dates:

September	11	January	15	May	21
September	25	January	29	June	4
October	9	February	12	June	18
October	23	February	26	July	2
November	6	March	12	July	16
November	20	March	26	July	30
December	4	April	9	August	13
December	18	April	23	August	27
January	1	May	7		

- (c) For the period September 1, 2010 to August 31, 2011 payment of salaries shall take place on the following dates:

September	10	January	14	May	20
September	24	January	28	June	3
October	8	February	11	June	17
October	22	February	25	June	30
November	5	March	11	July	15
November	19	March	25	July	29
December	3	April	8	August	12
December	17	April	21	August	26
December	31	May	6		

- (d) For the period September 1, 2011 to August 31, 2012 payment of salaries shall take place on the following dates:

September	9	December	30	May	4
September	23	January	13	May	18
October	7	January	27	June	1
October	21	February	10	June	15
November	4	February	24	June	29
November	18	March	9	July	13
December	2	March	23	July	27
December	16	April	5	August	10
		April	20	August	24

## **ARTICLE VIII - HOURS OF WORK**

- 8.01 (a) The regular work week for twelve-month, full-time Employees will be thirty-five (35) hours per week, between the hours of 7:30 a.m. and 5:00 p.m. with up to one (1) hour for lunch.
- (b) During the summer months, commencing immediately following the last working day of June, to and including the second last Friday immediately preceding Labour Day, the Employees' work shall consist of 9 days (sixty-three hours) (63 hours) worked bi-weekly between the hours of 7:30 a.m. – 5:00 p.m. with up to one (1) hour for lunch, it being understood that an Employee will be entitled to a day off work on a bi-weekly basis. The day off work will be mutually agreed to by the Employee and their appropriate supervisor.
- (c) Further, Employees identified in 8.01 (a) will be entitled to three (3) days off with pay to be used during the December Holiday each year.
- 8.02 (a) For twelve-month, full time Employees who work forty (40) hours per week, the regular work week shall fall between the hours of 7:00 a.m. and 5:00 p.m. with up to one (1) hour for lunch.

- (b) During the summer months, commencing immediately following the last working day of June, to and including the second last Friday immediately preceding Labour Day, the Employee's work shall consist of nine (9) days (seventy-two hours) (72 hours) worked bi-weekly between the hours of 7:00 a.m. and 5:00 p.m. with up to one (1) hour for lunch, it being understood that an Employee will be entitled to a day off work on a bi-weekly basis. The day off work will be mutually agreed to by the Employee and their appropriate supervisor.
  - (c) Further, Employees identified in 8.02 (a) above, will be entitled to three (3) days off with pay to be used during the December Holiday each year.
- 8.03 Full time Employees shall be entitled to two (2) fifteen (15) minute paid breaks to be taken during their period of work. Part-time Employees shall be entitled to one (1) fifteen (15) minute paid break for each three and one-half (3.5) hours of work. These breaks are exclusive of the lunch period. The Employee may take this break away from the workstation.
- 8.04 Where work of the Bargaining Unit is required for a temporary period at a work site, such work will be offered to an Employee at the work site who is part-time. If the part-time Employee declines the offer the Employer may hire a THR.

#### **ARTICLE IX - OVERTIME**

- 9.01 (a) Employees shall be paid at the rate of time and one-half for all previously authorized work performed over a regular seven (7) hours a day (eight (8) hours for some Employees as stated in Article VIII.)
- (b) Employees who are called back to work by their Principal/Supervisor shall be paid a minimum of two (2) hours at the appropriate overtime rate.
- 9.02 (a) Approved time worked on Saturdays shall be paid at the rate of time and one-half except when the Saturday forms part of a regularly scheduled shift.
- (b) Approved time worked on Sundays shall be paid at the rate of double time, except when the Sunday forms part of a regularly scheduled shift.
- (c) Approved time worked on paid holidays, as listed in Article XI, 11.01 and 11.02, shall be at double and one-half time except where the paid holiday forms part of a regularly scheduled shift.
- (d) Approved time worked on a Saturday immediately following a holiday Friday, or preceding a holiday Monday, paid for by the Employer, shall be at a rate of double regular time, except when such work forms part of a regular shift.
- 9.03 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid at the rate of straight time for the hours worked up to and including seven (7) hours. After seven (7) hours have been worked, Article IX, 9.01 applies.

- 9.04 Nothing in this overtime provision precludes the continuation of the banking of hours arrangements prevalent in elementary school offices, whereby Employees may work fewer hours than allowed by formula, offset by increased hours at peak times during the school year.
- 9.05 (a) Employees who are required to work overtime may take time off in lieu of overtime payment. Such time off, approved by the Principal/Supervisor, will be in the same manner as described in Article IX, 9.01 and 9.02.
- (b) When an Employee takes time off in lieu of overtime payment, it should be understood that there will be no replacement of services by temporary help.
- (c) Requests for more than four (4) days at one time must be approved by the Principal/Supervisor.
- (d) Effective September 1, 2000, days off in lieu of overtime payment must be used by the end of the school year, unless otherwise approved by the appropriate Superintendent.
- 9.06 Notwithstanding Article IX, 9.05(a), in situations where, because of continuing pressure of work, and in the opinion of the Employee's Principal/Supervisor, it is not feasible to arrange time off, the Employee's Principal/Supervisor shall approve overtime payment. The Employee will be in receipt of the approved overtime payment within four (4) weeks of submission of the completed time sheet to the Payroll Department.
- 9.07 The hourly rate used to calculate the overtime payment shall be based on the calculation of Article VII, 7.07 (h).
- 9.08 On-Call Pay
- Employees who are on call shall be paid on the basis of two hours per day, Monday through Friday. Saturday, Sunday and holidays shall be paid on the basis of three hours per day. All rates to be based on regular time.

## **ARTICLE X - ANNUAL VACATION**

- 10.01 For all Employees covered by this Agreement, vacations are calculated on the basis of years of continuous service to September 15th of the current year.

Ten-month Employees' vacation pay will be paid on earnings from July 1 to June 30. Twelve-month Employees vacation plan will be paid on earnings from September 1 to August 31. The percentage shown applies to all Employees. Twelve-month full-time Employees are expected to take the number of days as paid leave days prior to December 31 of the following year. In the case of twelve-month full-time Employees an amount of vacation pay, shown in the brackets, will be paid on overtime earnings.

The vacation plan is as follows:

less than one year of service pro-rated (4%)

1 year	—	10 days	(4.0%)
3 years	—	15 days	(6.0%)
6 years	—	16 days	(6.4%)
7 years	—	17 days	(6.8%)
8 years	—	18 days	(7.2%)
9 years	—	19 days	(7.6%)
10 years	—	20 days	(8.0%)
13 years	—	21 days	(8.4%)
14 years	—	22 days	(8.8%)
15 years	—	23 days	(9.2%)
16 years	—	24 days	(9.6%)
17 years	—	25 days	(10.0%)
19 years	—	26 days	(10.4%)
21 years	—	27 days	(10.8%)
23 years	—	28 days	(11.2%)
24 years	—	29 days	(11.6%)
25 years	—	30 days	(12.0%)
26 year	—	31 days	(12.4%)
27 years	—	32 days	(12.8%)
28 years	—	33 days	(13.2%)
29 years	—	34 days	(13.6%)
30 years	—	35 days	(14.0%)

- 10.02 If a paid holiday occurs during an Employee's vacation, a day in lieu of the holiday will be given either in conjunction with the Employee's vacation or at a time mutually agreed upon.
- 10.03 Should an Employee be on sick leave preceding a vacation, and such illness is expected to encroach upon the scheduled holidays, then the Employee will be considered on sick leave, and the holidays to be taken at a later, mutually agreed upon date.
- 10.04 All vacation must be completed by the end of the calendar year, unless otherwise approved by the appropriate Superintendent.
- 10.05 Ten-month employees shall receive their vacation pay entitlement with their pay on a bi-weekly basis.
- 10.06 In the event of the death of an immediate family member during the academic year, namely September 1<sup>st</sup> through to June 30<sup>th</sup>, and during the members scheduled vacation time the member may request in writing to the Human Resources Manager, responsible for the employee group, consideration to replace vacation time lost as a result of bereavement. Such request shall not be unreasonably withheld. The onus shall be on the member to provide any necessary information or documentation required to support the request. Any vacation time replaced shall be credited to the member for use a future vacation period.

## **ARTICLE XI - PAID HOLIDAYS**

11.01 For Twelve-Month Employees

The following days are considered paid holidays:

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

**NOTE:** \* refer to Article XI, 11.03

11.02 For Ten-Month Employees

The following days are considered paid holidays:

*New Year's Day	Family Day
Good Friday	**Easter Monday
Victoria Day	*Canada Day
Labour Day	Thanksgiving Day
*Christmas Day	*Boxing Day

**NOTE:** \* refer to Article XI, 11.03  
\*\* when it does not fall within mid-winter break

Payment for paid holidays shall be on the basis of the number of hours worked per week divided by five and multiplied by the appropriate hourly rate in order to establish the paid holiday rate.

11.03 When any of the above holidays marked \* fall on Saturday and/or Sunday, the succeeding Monday (and Tuesday, if applicable) will be observed as a holiday(s).

In the event schools are in session on the succeeding Monday, the preceding Friday will be observed as the holiday.

**ARTICLE XII - BENEFIT PLANS**

1. The Waterloo Region District School Employer Benefit Plans are as described in Items 13.01, 13.02, 13.03 and 13.04.
2. In the event of a strike or lockout, all benefit plans shall remain in force and shall become the full financial responsibility of the Employee or the Federation.
3. A copy of the Group Master Policy(ies) relevant to the Bargaining Unit shall be given to the Bargaining Unit within one month of being received by the Employer. In the event that the Employer changes Carrier(s) of the Insured Benefit Plan, the Employer agrees to implement coverage equal to, or greater

than, coverage as described in the Master Policy(ies).

4. The Employer and the Bargaining Unit will co-operate in the publication of a Benefits Booklet to be made available to all Employees covered by the Agreement.
5. Effective September 1, 2005, the Benefits Booklet is deemed to be part of this Collective Agreement.

Coverage under the Plan is available as follows:

#### 12.01 Extended Health Care Plan

Employees will have the option to participate in a plan that provides the maximum allowable of "Eligible Expenses" not covered by O.H.I.P. This benefit will have a \$50 annual deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.

The cost of the premium to be paid in the following manner:

90% by the Employer (\*pro-rated where applicable) and 10% by the Employee.

Effective September 1, 2005:

The cost of the premium is to be paid in the following manner:  
the lesser of:

10% as of the June 2005 rate by the Member (pro-rated for part-time members) or  
10% of the rate on September 1 by the Member (pro-rated for part-time members)  
and the balance paid for by the Board.

Effective January 1, 2009:

The cost of the premium to be paid in the following manner:  
95% by the Board; 5% by the Employee.

#### 12.02 Basic Group Life Insurance and Accidental Death and Dismemberment

- (a) Employees may select either \$2,000 or \$25,000.
- (b) The cost of the premium to be paid in the following manner:  
90% by the Employer (\*pro-rated where applicable) and 10% by the Employee.

Effective September 1, 2005:

The cost of the premium is to be paid in the following manner:  
the lesser of:

- 10% as of the June 2005 rate by the Member (pro-rated for part-time members) or
  - 10% of the rate on September 1 by the Member (pro-rated for part-time members)
- and the balance paid for by the Board.

Effective January 1, 2009:

The cost of the premium to be paid in the following manner:  
95% by the Board; 5% by the Employee.

(c) Every new Employee is required to participate in this plan.

In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$250,000.

### 12.03 Dental Plan

(a) The cost of the premium of this basic dental plan is to be paid in the following manner:

90% by the Employer (\*pro-rated where applicable) and 10% by the Employee.

Effective September 1, 2005:

The cost of the premium is to be paid in the following manner:  
the lesser of:

- 10% as of the June 2005 rate by the Member (pro-rated for part-time members) or
  - 10% of the rate on September 1 by the Member (pro-rated for part-time members)
- and the balance paid for by the Board.

Effective January 1, 2009:

The cost of the premium to be paid in the following manner:  
95% by the Board; 5% by the Employee.

(b) Every new Employee who is not enrolled in a dental plan is required to participate in this plan.

\*Employer's Share = 95% of Benefit Cost x F.T.E.

eg., F.T.E. = .75

Benefit Cost =	\$62.94
Employer Share =	\$44.84
Employees Share =	\$18.10



Effective September 1, 2005:

The cost of the premium is to be paid in the following manner:  
the lesser of:

10% as of the June 2005 rate by the Member (pro-rated for part-time members) or  
10% of the rate on September 1 by the Member (pro-rated for part-time members)  
and the balance paid for by the Board.

Effective January 1, 2009:

The cost of the premium to be paid in the following manner:  
95% by the Board; 5% by the Employee.

- 12.04 The plans will be administered through the Employer's office and premiums will be handled by payroll deduction.
- 12.05 Improvements in group insurance benefits granted by the Employer to other Employee Groups, shall be offered to the Bargaining Unit.
- 12.06 On the death of a member covered by this Agreement, the Employer will continue Extended Health and Dental coverage for the eligible spouse/ dependent(s) of the deceased member of staff, for a maximum period of two years, on payment of 100% of the premium cost.
- 12.07 (a) Pensioners are eligible to remain on the group billing for Extended Health Care Benefits and Dental coverage on payment of 100% of the premium cost. Effective September 1, 2001, pensioners will be pooled into a separate group for Extended Health and Dental coverage.
- (b) On the death of a pensioner who has retained Extended Health Care Benefits and Dental coverage the eligible spouse/dependent(s) is eligible to continue such coverage for a maximum period of two years, on payment of 100% of the premium cost by the deceased pensioner's spouse/dependent(s).
- 12.08 (a) Effective January 1, 1985, twelve-month, full-time Employees under this Agreement will be covered under O.M.E.R.S. Type I Supplementary Pension Plan. This plan provides additional service credits for those years of employment with Waterloo Region predecessor school boards which took place prior to the Employee's enrolment in the basic O.M.E.R.S. Plan.
- (b) Effective January 1, 1988, part-time Employees under this Agreement will be covered under O.M.E.R.S. Type I Supplementary Pension Plan, if they meet the criteria for qualifying as set out in the O.M.E.R.S. Plan as administered by the Employer.
- 12.09 Long-Term Disability Plan (L.T.D.)
- (a) Cost of the premiums to be paid 100% by the Employee.

- (b) All Employees hired by the Employer, after June 1, 1987, as E.S.S.A. or E.S.S.A. Related staff, or ESS/OSSTF District 24 working fifteen (15) hours or greater are required to join this plan.
- (c) The Plan will be administered by the Bargaining Unit. Premiums will be deducted through the payroll deduction process and forwarded by the Employer to the designated insurer under the payment schedule required by the insurer and approved by the Bargaining Unit.
- (d) The Bargaining Unit President will be informed when an Employee is absent due to illness for a period of fifteen (15) consecutive sick leave days.

#### 12.01 Group Retirement Savings Plan

Employees who choose to contribute to the OTG Group Retirement Savings Plan by means of payroll deduction should inform OTG by November 30 for deduction to take place starting January 1 of the following year or by March 15 for deductions to take place starting the first of May.

### **ARTICLE XIII – LEAVE PLANS**

#### 13.01 Cumulative Sick Leave

- (a) Sick leave for twelve-month full-time Employees shall be based on an allowance of two (2) days per month and the unused portion shall accumulate to a maximum of two hundred and sixty (260) days.

Sick leave for twelve-month part-time Employees shall be based on an allowance of two (2) days per month and the unused portion shall accumulate to a maximum of two hundred and sixty (260) days.

- (b) Sick leave for ten-month full-time Employees shall be based on an allowance of two (2) days per month. The unused days shall accumulate to a maximum of two hundred and twenty (220) days.

Sick leave for ten-month part-time Employees shall be based on an allowance of two (2) days per month and the unused days shall accumulate to a maximum of two hundred and sixty (220) days.

Payment for sick leave shall be on the basis of the number of hours worked per week divided by five and multiplied by the appropriate hourly rate in order to establish the sick leave daily rate.

- (c) Any Employee who is or has been absent due to illness shall, when required by the Employer, produce a statement from a qualified medical practitioner attesting to such illness.

The Employer may also require a statement from the Employer's Physician indicating that the Employee is fit to assume regular duties. Requests for such statements shall be handled by the Superintendent of Human Resources or designate.

- (d) At the expiration of an Employee's sick leave benefits, the Employer shall receive from the Employer's physician and if necessary from a medical specialist, a statement which will indicate one of the following:
  - (i) The Employee should be able to resume regular duties with the Employer. The Employer is prepared to grant a leave of absence for illness for up to one (1) year under the circumstances referred to in 14.01(d) above and will guarantee to hold the Employee's position for that period of time.
  - (ii) The Employee is sufficiently disabled so as to be unable to carry out any duties with the employer and should, therefore, be receiving benefits under the Bargaining Unit's Long-Term Disability Plan. For Employees not participating in the Long Term Disability Plan, the Employer has the right to terminate any Employee unable to return to work.

The Employer agrees to hold the Employee's position, or a similar position in duties and salary, for a period of up to two years. After two years on Long-Term Disability, if medical opinion indicated that the Employee is permanently disabled, the Employee may be terminated. If, in the opinion of the physician(s) the Employee is not permanently disabled, the Employer may grant a leave of absence for a specific period of time.

**(e) Workplace Safety Insurance**

- (i) When an Employee has submitted a claim to the Workplace Safety & Insurance Employer, the Employer will advance the Employee a net payment\* during the absence and the Employee's accumulated sick leave account will be charged one (1) full day for each day absent until the Employee's accumulated sick leave has expired or until the Workplace Safety & Insurance Board renders a decision, whichever comes first.
- (ii) Should the Workplace Safety & Insurance Board allow the lost time, the Employee's accumulated sick leave account will be adjusted within fifteen (15) working days of the Employer receiving written confirmation from the Workplace Safety & Insurance Board, to reflect the appropriate percentage top up not covered by the Workplace Safety & Insurance Allowance. The Workplace Safety & Insurance Allowance for such absence will be paid to the Employer. When the Employee's accumulated sick leave account has expired, the Workplace Safety & Insurance Allowance will be paid by the Workplace Safety & Insurance Board directly to the Employee and the Employee will be placed on an approved leave of absence, without pay.
- (iii) Should the Workplace Safety & Insurance Board deny the lost time, the Employee's accumulated sick leave account will continue to be charged one (1)

full day for each day absent until the Employee returns to work or until the Employee's accumulated sick leave account has expired, whichever comes first. The amount of any advance paid to the Employee will be converted fully to sick leave salary, necessary to remit the Employee's federal income tax, employment insurance premiums, and Canada Pension Plan contributions. At the expiration of the Employee's accumulated sick leave, the procedure outlined in Article XIV, 14.01(e) will apply.

- (iv) Should the Employee's accumulated sick leave account expire before the Workplace Safety & Insurance Board renders a decision and following consultation with the Bargaining Unit and the Employee, Human Resources may place the Employee on a Leave of Absence without pay.

### 13.02 Bereavement Leave

- (a) Leave without loss of pay for up to five (5) working days, depending upon circumstances, may be given for a bereavement in the immediate family which shall include:

Father	Brother	Stepmother	Son
Mother	<b>Spouse (or equivalent)</b>	Stepdaughter	Daughter
Sister	Stepfather	Ward	Stepson
Fiancé(e)			

- (b) Leave without loss of pay for up to three (3) working days, depending upon circumstances, may be given for a bereavement in the immediate family which shall include:

Grandfather	Daughter-in-law
Grandmother	Son-in-law
Stepsister	Guardian
Stepbrother	Brother-in-law
Father-in-law	Sister-in-law
Mother-in-law	Grandchild

- (c) Additional leave without loss of pay for up to two days may be granted under (a) and (b) for travel time, only if such is required.

- (d) Leave without loss of pay may be given for bereavement of aunt, uncle, niece, nephew or close personal friend subject to the conditions outlined in Article XIII - Leave of Absence, 13.03 (a).

### 13.03 Miscellaneous Leaves

- (a) An Employee shall be entitled to leaves with pay and without loss of seniority for up to three (3) working days per school year for the following purposes and subject to the restrictions indicated:

- (i) Bereavement leave for aunt, uncle, niece, nephew or close personal friend as outlined in Article XIII, 13.02 (d) to a maximum of two (2) working days per

school year.

- (ii) Writing examinations, but not including preparation time, to a maximum of two (2) working days per school year.
  - (iii) Attendance at graduation ceremonies from a post-secondary institution when the Employee, Employee's spouse and/or children are recipients of a degree, to a maximum of one (1) working day per school year.
  - (iv) Leave to observe Religious Holy Days required by an Employee in addition to paid leave days provided in 13.07 below.
- (b) Any Employee who is required to act as a juror or court witness, will be granted the necessary leave of absence, without loss of pay or seniority provided that the payment the Employee receives from the court, exclusive of expenses, is turned over to the Employer.
- (c) An Employee may be granted one day parental leave without loss of pay, such day to be taken either at the time of birth or to help in the home upon arrival of a newborn or adopted child.
- (d) QUARANTINE

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Member despite absence from duty in any case where, because of exposure to a communicable disease, the Member is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Member's duties.

#### 13.04 Leave of Absence

1. An Employee may be granted leave of absence with or without loss of pay and without loss of seniority on the following basis:

Written application for such leave showing good and sufficient reason for leave must be submitted to the Superintendent of Human Resources, or designate, for approval, two (2) months prior to the date on which the leave is to commence. A shorter notice period will be acceptable under extenuating circumstances.

2. (a) A Member on leave of absence may continue Group Life, Dental and Supplementary Health benefits provided that the Member pays 100% of the cost of such benefits during the leave of absence.
- (b) Effective September 1, 2005, a Member on a leave due to participation in the Long Term Disability Plan (LTD) may continue to participate in Extended Health Care, Dental and Basic Life Insurance on the same share-cost premium basis with the Board for benefit coverage that was in effect at the commencement of LTD leave for:
  - (i) a period of two (2) continuous years on full leave funded by the LTD Plan and subsequently the Member is deemed to be totally disabled from any occupation. If the Member is deemed to be totally disabled from any occupation, the Member may continue Benefit coverage provided the

Member pays 100% of the premium cost.

or

a period of four (4) continuous years on leave funded by the LTD Plan provided the Member is not deemed to be totally disabled from any occupation during the four (4) year period. At the end of four (4) years, the Member may continue Benefit coverage on the same prorated shared cost as other Part-time Members.

#### 13.05 Personal Day

An Employee is entitled to be released to attend to an important personal matter, to a maximum of one day per school year. Arrangements for this day will be made through the Employee's immediate supervisor, or designate. A reason is not required to be given for this personal day.

It shall be understood that, in all cases, such absences shall not require replacement personnel and will be at no additional cost to the Employer.

#### 13.06 Family Care Day

An Employee is entitled to leave without loss of pay and without deduction from the sick leave account for up to one day due to illness of father, mother, child or spouse until suitable nursing help may be obtained. An Employee may access up to two (2) additional days with deduction from their accumulated sick leave account.

#### 13.07 Religious Days

Leave to observe religious holy days:

- (a) Only religious holy days which fall on a work day where the Employee is forbidden to work by the Employee's religion will be considered.
- (b) Employees applying for such religious holy days will give one (1) month's notice to the Superintendent of Human Resources, or designate, through the immediate supervisor of the pending religious holy day(s).
- (c) Leave to observe religious holy days will be limited to a maximum of three (3) days per school year with pay and without deduction from the accumulated sick leave account. Days in excess of three (3) will be without pay except as otherwise provided in 14.03(a) above.

#### 13.08 Maternity Leave

Maternity Leave shall be granted as provided by The Employment Standards Act and the regulations established thereunder.

The Employer's share of contributions for benefits covered under Article XIII shall be paid on behalf of the Employee for the statutory portion of the Maternity Leave.

Sick days may be used for leave prior to the maternity leave, with a statement from a

qualified medical practitioner attesting to the need.

An Employee may request a pre-natal leave or a post-natal leave; such a request shall be granted if the terms are mutually agreeable to the Employee and the Employer or its agent. The leave, including the statutory portion, shall not normally exceed one (1) year and shall be without pay and without loss of seniority.

#### 13.09 Adoptive Leave

Adoptive Leave shall be available to an Employee who adopts a child. Advance notification of at least three months shall be given to the Employer of the intent to adopt on the understanding that it may be necessary for the Employee to leave immediately if a child becomes available. Other provisions as stated in 14.04 would apply in the case of the adoption of a child.

#### 13.10 Supplemental Employment Benefit Plan

- (a) During a period of pregnancy leave the Employer will pay for the first two weeks, payments equivalent to 75% of the salary that would have been received if the Employee had not been on leave.
- (b) For normal work schedule time that falls within the immediate six (6) week period after birth, the Board will pay the equivalent of 100% of the salary and allowances that would have been received if the Employee had not been on leave, less payments received from E.I.C. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave based on current Regulations. In the event there is a change to the Regulations, the parties shall meet to discuss and resolve the matter.
- (c) Should an Employee not qualify for maternity benefits under E.I., then the Employee may choose to access sick leave for the lesser of their accumulated sick leave credits or the period described in (b).

#### 13.11 Compassionate Care Leave

For those Employees who qualify for Employment Insurance (EI) Compassionate Care Benefits, the Board will provide a Supplemental Benefit Plan:

- (b) For the two (2) week waiting period during which time the member will receive payments equivalent to 75% of the salary and allowances that would have been received had the employee not been on leave, this amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.
- (b) For up to six (6) additional weeks, during normal work schedule time, the Employee will receive payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and 75% of the salary and allowances that would have been received had the employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There

will be no deduction from the Employee's sick leave.

### 13.12 Deferred Salary Leave Plan

#### (a) Description

The Deferred Salary Leave Plan has been developed to afford Employees the opportunity of taking a leave of absence for one (1) year and to finance the leave through deferral of salary. Normally, the deferral of salary is effected over a five (5) year period by the Employee's accepting a percentage reduction of the proper grid salary and any applicable allowances in each of four (4) years.

The remaining percentage of salary and allowances is retained by the Employer and accumulated at interest, and payment is deferred until the 5th year, which is the year of leave. An Employee may select a 2 year, 3 year, 4 year, 6 year or 7 year leave plan, instead of 5 year, with the percentage adjustments calculated accordingly.

#### (b) Eligibility

Any permanent Employee with the Employer who has completed at least five (5) years' continuous service prior to making application is eligible to participate in the Plan subject to the approval of the Superintendent of Human Resources or designate.

#### (c) Application and Approval

- (i) An Employee must make written application to the Superintendent of Human Resources on or before April 1st, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2, 3, 4, 5, 6 or 7 year Plan and year of leave desired.
- (ii) Written acceptance, or denial with explanation, of the Employee's request, will be forwarded to the Employee by May 1st in the school year the original request is made.
- (iii) Approval of individual requests to participate in the Plan shall rest solely with the Employer or designate.

#### (d) Salary Deferral

- (i) In each year of membership in the Plan preceding the year of leave, an Employee will be paid a reduced percentage of both the regular grid salary and any applicable allowances, up to a maximum of six (6) years.

No more than 33 1/3% of the Employees salary may be deferred in any one calendar year.

The remaining percentage will be retained by the Employer and deposited at interest in an individual trust account for the Employee, and all remaining monies will be paid to the Employee in the year of leave.

- (ii) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the Financial Institutions with which the Employer deals on a day-to-day basis. The trust account so established shall be at



the optimum rate obtainable. The Employee shall have access to the monies in the accrued interest account less any appropriate deductions for income tax purposes.

- (iii) While an Employee is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the plan.

(e) Leave

- (i) Leaves granted under this Plan shall be for a year.
- (ii) The leave of absence will be taken in the final year of the plan.
- (iii) Should an Employee wish to take the leave in any year prior to the final year of the Plan selected, the Employee must make application to the Superintendent of Human Resources for such change before January 31 of the year of the proposed leave. Upon approval by the Employer of this request, the Employee shall be paid during the leave any deferred salary plus accumulated interest from the trust account less appropriate deductions as outlined by Revenue Canada Regulations in the Employee's name.
- (iv) The Employee shall not be employed in any capacity by the Employer during the year of the leave.

(f) Salary and Benefits - Year of Leave

- (i) In the year of the leave the Employer shall pay to the Employee the total of the deferred salary plus any remaining untaxed accrued interest in instalments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or in one or two lump sums if requested by the Employee.
- (ii) The Employer shall deduct the amounts required for Income Tax, Canada Pension, Superannuation/O.M.E.R.S., and any benefits in the Collective Agreement.  
  
The amount deducted for pension will be controlled by rulings as received from O.M.E.R.S. and Revenue Canada.
- (iii) Group Life Insurance, Accidental Death and Dismemberment, Supplemental Health Plan, and Dental Plan benefits will be kept in force by the Employer during the Employee's leave of absence; however, the total premium costs during the leave will be paid by the Employee.
- (iv) Sick leave credits will not accumulate during the year of the leave.
- (v) While on leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the year prior to the year of leave had the Employee not been enrolled in the Plan.

(g) Return from Leave

On return from leave, the Employee is guaranteed the position held prior to the commencement of the leave subject to the provisions of the Agreement with respect to layoff and recall. The Employee must return to their position with the Employer for a period of time not less than the duration of the deferred salary leave. On return to duty, the Employee will be placed on the salary grid at the same position as the Employee would have been at the commencement of the leave.

(h) Withdrawal from the Plan

- (i) An Employee may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Human Resources in writing before May 1st prior to commencement of the leave.
- (ii) Upon withdrawal, all the salary deferred plus accumulated interest in the trust account, less \$200, and appropriate payroll taxes of said account, shall be paid to the Employee. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Director of Education or designate, the \$200 service levy may be waived for compassionate reasons.
- (iii) Should an Employee die while participating in the Plan, any monies accumulated in the trust fund plus accrued interest less appropriate deductions as outlined by Revenue Canada regulations will be paid to the estate of the deceased Employee, or pre-designated beneficiary.

(i) Memorandum of Agreement

An Employee wishing to participate in the Plan shall be required to sign an agreement prepared by the Employer before final approval for participation will be granted.

**ARTICLE XIV - RETIREMENT GRATUITY**

14.01 Upon retirement on an O.M.E.R.S. Pension, Teachers' Pension Plan, Canada Pension or at normal retirement age as defined by policy of the Employer, an Employee of ten or more years of consecutive service with the Employer or its predecessors shall be eligible for a Retirement Gratuity calculated on the following basis:

- \*(a) From September 1, 1977 full accumulation of sick leave days will be permitted for Retirement Gratuity purposes only (prorated where applicable).

\*Sick leave days for sick leave purposes only will accumulate in a separate account and will not exceed a maximum accumulation of two hundred and sixty (260) days for twelve-month Employees and two hundred and twenty (220) days for all other Employees.

- (b) The daily rate shall be 1/260 of the starting salary for Level D position.
- (c) The calculation shall be **\*\*RSLD/2** x (1/260 of the starting salary Level D) to a maximum of one half of maximum salary of Level E or one half the Employee's

salary in the last year of employment, whichever is less.

Where an Employee suffers an involuntary reduction in hours, in the two (2) years preceding retirement, greater than the provision provided for under Article II, 2.01 (6) the gratuity shall be credited on a salary based upon the hours worked prior to the involuntary reduction pursuant to the provisions provided for under Article II, 2.01 (6).

\*\*RSLD = Retirement Sick Leave Days.

- (d) Employees with twenty or more years of service with the Employer and/or its predecessors will under no circumstances, receive less than ten per cent of their annual salary.
- (e) Payment of the Sick Leave Credit Retirement Gratuity may be made by a method mutually agreeable to both the Employer and to the Employee and consistent with legislative requirements.
- (f) If an Employee's employment is terminated by reason of disability in accordance with Article XIV, 14.01, any unused retirement gratuity sick leave days accumulated will be held in reserve for retirement gratuity purposes if and when the Employee is eligible for such benefits.

The Retirement Gratuity calculation will be based on the salary schedule which existed at the time employment was terminated.

- (g) In the event of the death of an Employee after ten or more years of consecutive service, the amount of Sick Leave Credit Retirement Gratuity that would have been paid to the Employee if the Employee had retired on the date of death shall be paid to the Employee's estate.
- (h) The Retirement Gratuity will be paid one time only.

- NOTE (i) This sick leave credit retirement gratuity plan is agreed upon saving any rights which the Employee or the Employer may have acquired prior to this date under and by virtue of subsection 8, Section 84 of Bill 44 - An Act To Amend The Secondary Schools and Employers of Education Act.
- (ii) An Employee will not receive less retirement gratuity than provided under the 1977 N.A.S.A. Agreement.

## **ARTICLE XV - SENIORITY**

- 15.01 (a) Seniority, as referred to in this Agreement, shall mean length of continuous service in an E.S.S.A. or ESS/OSSTF District 24 position in the employ of the Employer. This seniority will be applied to all Articles in this Agreement. This includes service given to the Employer and its predecessors. Such service will be calculated on a pro-rated basis as follows:

Full credit for years worked (pro-rated for hours and months)

Calculation:

$(\# \text{ of hours worked } / 35) \times (\# \text{ of months } ** / 12) = \text{Value of seniority for that year}$

Seniority = Sum of each year of continuous employment.

\*\* # of months calculated by # of days if not a full month

e.g. 10 hours per week, 10 months per year =  $10/35 \times 10/12 = .238$  year

Note: 1 F.T.E. cannot exceed 35 hours per week in calculation.

Effective September 1, 2003, an Employee's relative seniority ranking shall be frozen based upon the calculation above. From September 1, 2003 onwards, seniority shall accrue based upon the length of continuous service since September 1, 2003. For Employees hired subsequent to September 1, 2003, Employee's seniority shall mean the length of continuous service in an ESS/OSSTF District 24 position in the employ of the Employer.

- (b) Where two (2) or more Employees are hired on the same date, seniority shall be determined by lot if there is a competition or layoff situation.

15.02 An Employee shall accumulate seniority under any of the following conditions:

- (a) While the Employee is at work for the Employer.
- (b) During any period when the Employee is prevented from the performance of duties for the Employer by reason of injury arising out of and in the course of employment for the Employer, and for which the Employee is receiving compensation under the provisions of The Workplace Safety Insurance Act.
- (c) During any absence due to medically certificated illness or leave of absence for which the Employee has written approval.
- (d) In the event an Employee is or has been temporarily promoted or transferred to a position outside the Bargaining Unit and is returned to a position within the Bargaining Unit no later than one (1) year from the date of the promotion/transfer, the Employee shall be credited with the seniority held at the time of transfer out of the Bargaining Unit.
- (e) Employees transferring into the Bargaining Unit and who were performing a Bargaining Unit position on a temporary basis prior to January 1, 1997 shall retain their seniority based on length of continuous service with the Employer and its predecessors (prorated where applicable).

As of January 1, 1997, any Employee performing in a Bargaining Unit position on a temporary basis shall not accumulate seniority for that position unless they fall under Article 7.06(d).

15.03 In all cases of promotion and of posted positions, the following factors shall be considered:

Skill, competency, efficiency, reliability, training, experience, seniority and past work record with the Employer.

15.04 In layoffs and recalls after layoffs, seniority shall govern provided the Employee or Employees concerned have relatively equal skill, competency, efficiency and reliability to do the work required.

15.05 Seniority shall terminate when an Employee:

(a) Quits for any reason.

(b) Is permanently promoted or transferred outside the Bargaining Unit.

(c) Is discharged and is not reinstated through the Agreement's procedure or arbitration.

(d) Has been on a layoff for a continuous period of twenty-four (24) months.

(e) Has been on layoff for a continuous period of less than twenty-four (24) months and who, when notified to return to work by registered mail or telegram addressed to the last known address the Employee has recorded with the Employer, fails to notify the Employer within five (5) working days that the Employee returns to work as soon as possible after receiving notice and in any event within seven (7) calendar days of the mailing or other communication of such notice.

(f) Fails to return to work immediately after the expiration of a leave of absence unless an extension of such leave is approved by the Employer.

(g) Is adjudged unable to return to work according to Article XIV, 14.01 (d).

15.06 Placements of Surplus Employees and/or Layoffs and Recall

(a) Placement of Surplus Employees

Full-time Employees in positions declared surplus in whole or in part to their location(s) and who maintain full-time equivalent hours in their job classification will not be eligible for the placement and recall procedures outlined in Article XVI, 16.06 (b).

Employees in positions declared surplus to their location(s) in whole or in part (more than three (3) hours of work per week calculated from the greater of:

(i) the number of hours held at September 4, 2001, in the Employee's current position; or

(ii) the number of hours acquired as a result of posting into a permanent position

subsequent to September 4, 2001.

The Employee will have the right to decline a placement that would maintain their hours and remain at the current work site for up to two (2) years. If at the end of the two (2) years an Employee again declines a placement, then the hours reduced shall become permanent reduction in hours.

If the Employee has agreed to a permanent reduction in the number of hours assigned since September 4, 2001, then that lower number of hours shall be the basis for calculation.

(b) Placement and Recall Guidelines:

If there are no suitable vacancies, then the displacement process begins using the following guidelines:

- (i) A part-time Employee can only displace a part-time Employee and a full-time Employee can only displace a full-time Employee.
- (ii) There shall be no right of an Employee to displace an Employee in a position with a higher job code (level).
- (iii) Where an Employee is displaced/placed under these procedures, the Employee may apply for future job posting(s).
- (iv) In cases of lay-off which include Employees who have qualifications in specialized job function(s) which remain a job requirement, such Employees will not be laid off unless more senior members of the Bargaining Unit, who would otherwise be laid-off, are qualified to perform the specialized job function(s), or can become qualified by on-site training as referred to in Article XVI, 16.06 (c)(v).
- (v) In cases of recall where the work which becomes available is of a specialized job function(s), the most senior Employee of the Bargaining Unit on the lay-off list qualified and capable of performing the specialized job function(s) will be recalled.
- (vi) An Employee may only "displace" or be recalled to a position when, in the judgment of the Employer, after consultation with the Bargaining Unit, that Employee has the essential qualifications, skills and ability to successfully perform in the identified position.
- (vii) For the purpose of this article, a ten-month Employee shall not be deemed to be laid off from a position and thus, not entitled to exercise the Placement and Layoff procedure if the lay-off is related to normal school vacation periods (i.e. Christmas, mid-winter and summer).
- (viii) Seniority lists will be prepared by job classifications/job codes (Appendix A).

- (ix) An Employee shall not be laid off while there is a Temporary Employee (THR) in a position that the Employee is qualified and capable of performing.

(c) Placement and Lay-off Procedure

- (i) The number and location of surplus positions will be identified by the Employer.
- (ii) Positions which remain vacant due to resignations or retirements will be deemed to be positions held by the least senior Employee in their respective job classification. These positions may be filled by those Employees declared surplus with the same job classification or higher, subject to their qualifications, skills and ability to successfully perform the required work.
- (iii) The junior Employee in the classification affected within a location (department/site) shall be displaced assuming the remaining Employees have the essential qualifications, skills and ability to successfully perform the required work.
- (iv) The displaced Employee will have the right to displace the most junior Employee in the same job classification for which the displaced Employee has the essential qualifications, skills and ability to successfully perform the required work.

If there is no such junior Employee whom the displaced Employee can displace, the displaced Employee can then seek to displace the most junior Employee in the same job code for which the displaced Employee has the essential qualifications, skills and ability to successfully perform the required work.

If there is no such junior Employee whom the displaced Employee can displace, the displaced Employee can then seek to displace the most junior Employee in the next lowest job code for which the displaced Employee has the essential qualifications, skills and ability to successfully perform the required work, and so on, if still not successful, to the next lowest job code(s).

The displaced Employee's salary will remain equal to the job code for the position they held prior to displacement until the employer offers the Employee a position in the previous job code. Should the Employee choose to continue in the lower job code position, the Employee's salary will be equal to the job code for the position as outlined in the Agreement.

- (v) The employer and the Bargaining Unit will meet to discuss whether on-site experience will allow a displaced Employee to be considered qualified to successfully perform the required work. Where it appears to the Employer that on-site training will allow the senior Employee to be considered qualified to successfully perform the job, on-site training may be made available.
- (vi) After this procedure has been exhausted, the most junior displaced Employee is subject to layoff.

(d) Recall Procedures

- (i) Human Resources will recall Employees on the basis of seniority, and essential qualifications, skills and ability to perform successfully in the vacant position. A vacant position is considered one which has been posted for Bargaining Unit Employees only and for which no suitable, qualified candidate has been selected. Employees will be recalled only to positions at or below their job code(s).
- (ii) If an Employee does not accept the vacant position, that Employee is considered to have waived their right to recall confirming their termination of employment from the Employer unless the vacant position is at a level below the last position held by the Employee with the Employer.
- (iii) If a vacant position goes to second internal posting and is at a higher level than the last position held by any of the Employees on the recall list, then the Employee(s) on the recall list will have the right to apply for the position.
- (iv) If the Employee's recall rights expire, and the Employee has not been successful in obtaining a position, written notice of termination will be given by the Superintendent of Human Resources or designate.
- (v) Employees subject to recall rights shall be placed in a staffing pool to be considered for any temporary positions covered by the Bargaining Unit prior to the use of Temporary Employees (THR's). Employees on the recall list who are placed into temporary positions will be paid at the job code of the temporary position.
- (vi) If an Employee has been laid off and works in a temporary position with the Employer, the Employee's effective date of layoff will commence on the termination date of the temporary position. The temporary position shall not affect the Employee's previous job code. The Employee shall have access to recall procedures during the temporary position.

15.07 Should it be determined by the Employer that ESS/OSSTF District 24 positions be declared redundant in whole or in part, the Employer shall immediately inform the Bargaining Unit and meet with the Bargaining Unit to discuss staffing implications prior to releasing the decision to the system.



## **ARTICLE XVI - BARGAINING UNIT GRIEVANCE COMMITTEE**

- 16.01 The Employer recognizes the Bargaining Unit's Grievance Committee which shall consist of not more than three members of the Bargaining Unit, exclusive of the Grievor. Members of the Bargaining Unit's Grievance Committee must be Employees with seniority.
- 16.02 The Employer undertakes to instruct all members of its supervisory staff to co-operate with the members of the Grievance Committee in the carrying out of the terms and requirements of this Agreement.
- 16.03 The Bargaining Unit undertakes to secure from its officers and members, their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.

## **ARTICLE XVII - GRIEVANCE PROCEDURE**

### 17.01 Definitions:

- (a) A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as:
- (i) the Bargaining Unit
  - (ii) the Employer
- (c) "Days" shall mean regular work days unless otherwise indicated.

### 17.02 Informal Stage

The Bargaining Unit, may initiate a complaint with the immediate supervisor outside of the Bargaining Unit within twenty-five (25) days from the day the cause of the grievance became known, or reasonably ought to have been known. The Immediate supervisor shall answer the complaint in writing within five (5) days after the receipt of the complaint.

### 17.03 Formal Stage - Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the immediate Supervisor has failed.

(a) Step 1

Within ten (10) days following the reply of the Immediate Supervisor under the informal stage, the Bargaining Unit may initiate a written grievance to the

Supervisor's Superintendent. The written grievance shall contain:

- (i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the Grievance Officer or designate of the Bargaining Unit

The Supervisor's Superintendent, or designate, shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Supervisor's Superintendent, or designate, shall answer the grievance in writing within five (5) days following the meeting.

(b) Step 2

If the reply of the Supervisor's Superintendent, or designate, is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Superintendent of Human Resources.

With the mutual consent of the Bargaining Unit and the Superintendent of Human Resources or designate, the Superintendent of Human Resources or designate shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Superintendent of Human Resources, or designate, shall answer the grievance in writing within five (5) days after the receipt of the grievance, or within five (5) days following the meeting if such a meeting occurred.

(c) Step 3

If the reply of the Superintendent of Human Resources, or designate, is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education.

The Director of Education, or designate, shall meet with the Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Director of Education, or designate, shall answer the grievance in writing within five (5) days following the meeting.

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration but such application must be made within twenty (20) days of the receipt of the reply.

#### 17.04 Grievance Procedure - Party

In the case of all other grievances by a party to the Collective Agreement (including those on behalf of a group of members, or an individual member who by circumstances is unable to initiate an individual complaint), the party making the grievance shall take the following steps in sequence to resolve the matter:

(a) Step 1

The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be within twenty-five (25) days from the day the cause of the grievance became known or reasonably ought to have been known, who shall answer the grievance in writing within five (5) days following receipt of the written grievance.

The written grievance shall contain:

- (i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- (ii) the clauses in the Collective Agreement alleged to be violated; and
- (iii) the relief sought (remedy); and
- (iv) the signature of the appropriate Officer or designate of the party.

(b) Step 2

If the reply of the President of the Bargaining Unit (or designate) or the Director of Education (or designate), as the case may be, is not acceptable to the party making the grievance, that party may then apply in writing for arbitration within twenty (20) days of the receipt of the reply.

### **ARTICLE XVIII - GRIEVANCE MEDIATION**

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

18.02 The parties agree that the cost of the mediator shall be split equally between the parties.

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

### **ARTICLE XIX - ARBITRATION**

19.01 The party desiring the arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other either it accepts the other party's appointee as a single arbitrator or of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

19.02 It is understood and agreed that the Arbitrator appointed pursuant to this Article shall have the powers, rights, privileges and jurisdiction of an Arbitrator appointed pursuant to the provisions of the Labour Relations Act of Ontario, but in no case shall the Arbitrator be authorized to alter, modify, or amend any part of this agreement.

19.03 Cost of Arbitration

Both parties agree to pay one-half of the fees and expenses of the single arbitrator. In the case of an Arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half of the fees and expenses of the Chair of the Arbitration Employer.

19.04 Timelines may be extended if mutually agreed in writing.

19.05 No Bargaining Unit member who is summoned to be in attendance at any stage of the grievance/arbitration procedures shall be detrimentally affected with respect to any provision within this Collective Agreement.

19.06 One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

19.07 Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

## **ARTICLE XX - NO STRIKES OR LOCKOUTS**

20.01 The Bargaining Unit agrees that during the term of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, and the Employer agrees that there will be no lockout. "Strike" and "lockout" shall be as defined in the Labour Relations Act.

20.02 The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any strike, picketing, stoppage or slowdown during the term of this Agreement contrary to 21.01.

20.03 In the event of a strike by other employees of the Board, no Employee covered by this

Collective Agreement shall be required to perform any duties normally and regularly performed by those other employees of the Board.

This shall not preclude participation of the Employee in duties associated with student safety, neither does this preclude the Employee from continuing to perform the duties of his/her position that would normally be assigned.

#### **ARTICLE XXI - TRAVEL ALLOWANCE**

21.01 Travelling allowances for Employees travelling between schools shall be as per Employer policy.

Travel allowances for maintenance trips shall be according to Employer policy plus 3¢ per kilometre for Employees who are authorized by the Manager of Plant Operations or Manager of Plant Maintenance and Construction to use their vehicle for carrying tools and equipment. In addition, Employees who are authorized by the Manager of Plant Operations or Manager of Plant Maintenance and Construction to use their car on a regular basis for carrying tools and equipment shall be paid a sum of \$200.00 per annum for such use; this amount to be paid on or before the end of September each year.

\* See Letter of Agreement Re: Travel Allowance

#### **ARTICLE XXII –BARGAINING UNIT LEAVE OF ABSENCE**

Effective September 1, 2001:

22.01 Upon written request, the Employer shall grant a leave of absence for the period that the Employee has been selected or appointed to a full-time Bargaining Unit position. The leave shall be without loss of salary, seniority or benefits provided the Bargaining Unit reimburses the Employer for the replacement cost of the leave at the lowest THR rate. It is understood that the replacement person for the Employee on leave will be a THR or higher at the Employer's discretion.

The salary and benefits inclusive of O.M.E.R.S. for the Employee on Federation leave will not be negatively affected.

22.02 Leave of absence with pay and no loss of seniority or benefits shall be granted upon written request to Employees, who have been selected or appointed to represent the Bargaining Unit to a total of one hundred and twenty (120) days per school year.

It is understood that there will be no replacement for Employees who are on approved Bargaining Unit leave.

22.03 A member elected to a position with provincial OSSTF or union organization with which OSSTF is affiliated shall be granted leave of absence without pay on a year-by-year basis for the total duration of office held, provided the member notifies the Board each school year of the need for the leave.

Members on leave shall be entitled to full seniority but shall not receive credit for sick leave or experience.

Members on leave shall be eligible to continue participation in the employee benefits in which the member was enrolled prior to taking the leave, provided the member contributes one hundred percent (100%) of the premium cost.

A Member returning from leave shall return to the same position in the same workplace occupied prior to taking leave or a comparable position acceptable to the member.

### **ARTICLE XXIII - EFFECTIVE PERIOD**

23.01 This Agreement shall be in effect from September 1, 2008 to August 31, 2012 and shall apply to all Employees covered by this Agreement who were in the employ of the Employer for any part of the Agreement period.

23.01 Unless either party gives to the other party written notice of termination or of a desire to amend this Agreement, it shall continue to be in effect for a further year without change and so on from year to year thereafter.

23.01 Notice that amendments are required or that either party intends to terminate the Agreement may be given only within a period of one hundred and twenty (120) days prior to the expiration date of this Agreement or any anniversary of such expiration date.

23.04 If a notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating within twenty (20) days of the giving of such notice, if requested to do so, or within such further period as the parties agree upon.

### **ARTICLE XXIV - TEMPORARY EMPLOYEES**

24.01 Temporary Employees shall not by virtue of such employment become permanent or probationary Employees. The following provisions of the Collective Agreement shall be the only provisions that apply to temporary Employees:

Article I – General Purpose

Article II – Definitions

Article III – Recognition

Article V – Relationship, Union Membership and Dues Checkoff

Article VI – Reservation of Management Functions (6.01, 6.02, 6.03, 6.04, 6.05, 6.06(a) and 6.12)

Article VII - Payment of Salaries and Allowances (7.07 (i))

Article VIII - Hours of Work (8.03)

Article XVIII – Grievance Procedure

Article XXI – No Strikes or Lockouts

Work hours for Temporary Employees shall be consistent with those hours worked by Employees covered under 8.01 (a) and 8.02 (a).

- 24.02 A Temporary Employee who is hired to a full time assignment known to be greater than six (6) months in duration shall be entitled to two (2) days of sick leave credit for reasons of personal illness or injury per consecutive month of employment.

Where a temporary assignment extends beyond six (6) months and the Temporary Employee remains in the same temporary assignment, the Temporary Employee shall be entitled to two (2) days of sick leave credit per consecutive month of employment commencing the first day of the seventh month of consecutive employment for reasons of personal illness or injury.

Such sick leave shall be cumulative to the end of the assignment. A Temporary Employee who works less than full time shall receive such sick days pro-rated to time worked.

- 24.03 Temporary Employees shall be paid in accordance with the Employment Standards Act with respect to Statutory Holidays.

#### **ARTICLE XXV – JOINT RETURN-TO-WORK PROGRAM**

- 25.01 The Parties agree to work co-operatively to facilitate all early and safe return-to-work for members of the Bargaining Unit in accordance with the Workplace Safety and Insurance Act and other relevant legislations.

#### **ARTICLE XXVI – OCCUPATIONAL HEALTH AND SAFETY**

- 26.01 The parties agree to adhere to the rights and responsibilities as outlined in the “multi-workplace Joint Health and Safety Committee” Order of February 28, 2000.

#### **ARTICLE XXVII – PERSONNEL FILES**

- 27.01 The personnel file of a Member shall be maintained in the Human Resources Department of the Board and shall be available and open to a Member for inspection in the presence of a supervisory officer or other person(s) designated by the Director during the regular working hours of the department

- 27.02 Members shall receive copies of any items placed in their personnel file.

- 27.03 The signature of a Member on any document respecting the performance or conduct of that Member shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

- 27.04 A Member may request, in writing, to the Superintendent of Human Resources, the removal of any material from the Member’s file. No material removed from a Member’s file shall be referred to or used against the Member in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the Member in order to demote, dismiss, discharge or discipline the Member in any way, nor shall it be used against the Member in any arbitration or any other legal proceeding.

- 27.05 The Superintendent of Human Resources shall respond in writing to the Member within three (3) weeks of the date of such request. A copy of the response will be provided to the Bargaining Unit President.
- 27.06 If such a request were denied, the Member may request a meeting with the Superintendent of Human Resources and the school superintendent, to review the decision.



**APPENDIX A**

*(under review – will be posted when updated)*

## **LETTERS OF AGREEMENT**

### **Letter of Agreement re Tenure**

Bargaining Unit members on permanent staff with the Waterloo Region District School Employer who are on staff as of the date of ratification will not be subject to layoff during the period of time this Agreement is in effect.

### **Letter of Agreement Re: Staffing Committee**

The parties agree to establish a Staffing Committee comprised of equal representation from the Employer and the Bargaining Unit. The purpose of the Committee shall be to review the current staffing model for elementary school library clerks and to make recommendations to their respective parties by April 30, 2009, for the 2009-2010 school year or such date as mutually agreed to by the parties.

Areas to be reviewed by the committee may include but not necessarily limited to:

1. Minimizing impact on schools due to enrolment fluctuations.
2. Contractual implications with respect to future increases/reductions due to enrolment changes.

### **Letter of Agreement – Secretarial Workload Related Issues**

The parties agree to establish a committee comprised of equal representatives from the Employer and the Bargaining Unit.

Areas to be reviewed by the committee may include but not necessarily limited to:

1. Workload and responsibilities
2. Training
3. Staffing as it relates to the uniqueness of the school

## **LETTERS OF UNDERSTANDING**

### **Letter of Understanding – Lieu Time**

#### General Guideline:

Employees covered under the ESS/OSSTF Collective Agreement with the Waterloo Region District School Board and who have been authorized to work overtime by their appropriate supervisor may accumulate up to thirty-five hours (for a 35 hour per week position) or forty hours (for a 40 hour per week position) of accumulated lieu time at any given time. In order to accumulate additional lieu time, the employee must take time off work thereby reducing their total hours of accumulated lieu time. Approval to work additional hours and/or take lieu time is to be agreed to in advance of the event. Accumulated lieu time must be used up by the end of the school year in which it is accumulated.

For In School Technicians (ITS) workload issues might arise whereby an approved accumulation of up to seventy hours of accumulated lieu time may occur at any given time. In order to accumulate additional lieu time, the employee must take time off work thereby reducing their total hours of accumulated lieu time. Accumulated lieu time must be used up by June 30<sup>th</sup> each school year. Finally, the Principal of the school is to monitor and approve lieu time hours throughout the year. Scheduling of lieu time is to be taken at a mutually agreed upon time. Approval to work additional hours and/or take lieu time is to be agreed to in advance of the event.

### **Letter of Understanding – Professional Development Allocation**

The Board agrees to transfer directly to the Educational Support Staff/OSSTF District 24 no later than December 31, 2008, the Bargaining Unit's proportional share of the Board's share of the \$17 million one-time 2008-09 Ministry of Education funding enhancement for professional development and training for educational support workers.

The Bargaining Unit's share of this enhancement shall be the ratio between the Educational Support Staff/OSSTF Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements.

The Board agrees to share the data and calculations required in determining the Bargaining Unit's proportional share.

The Bargaining Unit agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

## Letter of Understanding – Medical Documentation

1. No member of the Board Administration or Union shall offer medical advice to a Member unless qualified to do so.
2. The Board shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the Employee are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual Employee, the Human Resources Manager with responsibility for disability management and the Human Resources Officer – Attendance/Disability Management. The Employee will be provided with copies of any and all information contained in their medical file within five (5) working days of a written request being delivered to the Human Resources Manager or the Human Resources Officer responsible for disability management. In the event of an IME report, a copy of the report will be provided to the Employee or their qualified health care practitioner.
3. An Employee who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.
  - a. If the Employee is medically fit to return to work, the note will indicate the Employee is fit to return to work and be given to their Principal or their Supervisor outside of the Bargaining Unit.
  - b. If the Employee is unable to return to their previous duties (full-time or part-time), or if accommodations to work are required, the note will be given to the Human Resources Officer – Attendance/Disability Management and will include:
    - i. Confirmation of an active treatment plan
    - ii. Indication if a referral to another medical practitioner has been made
    - iii. Delineation of limitations
    - iv. Indication of the date of reassessment
  - a. In the event the information provided in 3b is insufficient, following consultation with the Union and an explanation to the Employee of what is insufficient, the Board may request additional documentation to supplement the original note, following consultation with the Union.
  - b. In the event that the Board has a concern about a pattern of absences, the Board may request a meeting with the Employee and the Union to discuss the concern. Following the meeting the Board may request supporting medical documentation.
1. When a return to work plan is required, the plan will be developed cooperatively between the Board and the Union with input from the Employee based on medical documentation.
2. Accommodations required by an Employee while performing at their full or reduced F.T.E. workload will be developed cooperatively between the Board and the Union with input from the Employee based on medical documentation.

3. Should the Board request from an Employee, an independent medical opinion, the choice of health care practitioner shall be mutually agreeable to the Board, the Employee and the Union.

### **Letter of Understanding – School Secretarial Replacement**

In the event of absence due to illness or any other leave covered under Articles 14.02 or 14.03 a permanent FTE employee located in an elementary school office, where there is only one (1) secretary they shall be replaced on the second day of absence or under exceptional circumstances on the first day provided there is an available replacement.

The parties agree that this shall ensure replacement on the second day of absence on days where there is not more than one secretary in the school provided there is an available replacement.

### **Letter of Understanding – Temporary/THR**

The parties agree to establish a joint committee to define what Temporary Employees and THR's mean and propose Collective Agreement language accordingly. Consideration is to be given to but not limited to Article II – Definitions and Article XXV – Temporary Employees. The Committee shall be comprised of up to three (3) representatives from the ESS/OSSTF and up to three (3) representatives from the Board. The Committee shall report joint recommendation along with corresponding language changes to the existing Articles in the Collective Agreement, if any, to the Superintendent of Human Resources, or designate and the ESS/OSSTF Executive by June 30, 2009. The Committee will commence its deliberations no later than ninety (90) days following the date of ratification.

### **Letter of Understanding – Travel Allowance**

The parties agree to establish a committee comprised of 3 representatives from the Board: appropriate Board member, one representative from the finance Department and one representative from Facility Services and 3 representatives from the Bargaining Unit. The committee will examine costs associated with employees' use of personal vehicles while carrying out Board business. The committee will examine data including current Board expenditures, industry data on cost of driving a vehicle, etc. The committee will produce a report to be shared with their respective parties no later than February 2009.

### **Letter of Understanding – Job Titles**

The parties agree to establish a joint committee to discuss job titles as listed in Appendix A of the Collective Agreement in relation to updating job titles for the same position. It is understood that in the event of a job title change, it will not result in any change to the employees pay. The committee shall be comprised of up to three (3) representatives from ESS/OSSTF and up to three (3) representatives from the Board plus resource personnel. The committee shall report joint recommendations along with corresponding language changes to the existing Appendix A in the

collective Agreement, if any, to the Superintendent of Human Resources Services, or designate, and to ESS/OSSTF executive.

The committee shall meet within three (3) months of ratification of this agreement, and shall complete their task within three (3) months of the first meeting or such date as mutually agreed to by the parties.

### **Letter of Understanding – Provincial Support Workers Advisory Group (SWAG)**

In the event that there are representatives from the Bargaining Unit appointed to the Provincial Support Workers Advisory Group (SWAG) or the Provincial Workgroup on Workplace Violence the Board shall grant leave of absence for meetings, which occur during the workday of the employee.

### **Letter of Understanding Re: Staffing Funding Enhancement for Office Support Staff**

The parties agree that there are currently 514.1 FTE ESS employees based on the 2008-09 Board Estimates. Confirmation of the ESS complement will be as per the Revised Estimates for 2008-09. The Board agrees that any funding enhancements received from the Ministry of Education for Office Support Workers Funding Enhancements will be used to maintain and/or add ESS positions during the term of this agreement in each year commencing with the 2009-10 school year subject to the following paragraphs.

The Ministry has estimated the impact of these enhancements to the Board through changes to the grant calculations (estimated to be \$373,826 in 2009-10, \$380,987 in 2010-11, \$392,420 in 2011-12). The actual positions added will be subject to the funding actually received from the Ministry for this enhancement and the inclusion of these estimates from the Ministry is for illustration purposes only and are not considered to be guarantees of positions to be added. The cost of any positions to be added shall be calculated based on the Board's average salary and benefits costs for the positions added.

The Board will meet with the Union annually to review the funding to be received (confirmed as per the Board's estimates including enrolment projections and the Board's recent enrolment experience) for this enhancement and the resulting increases and if any identified decreases. The parties shall also meet after the funding has been received to verify the figures. The meeting shall consist of three (3) representatives of the Board, plus appropriate resources. A Provincial Representative shall also be part of this committee. The positions will be added to the ESS bargaining unit in the 2009-10, 2010-11, and 2011-12 budget years.

During the term of this agreement, the staff complement will not be reduced to less than 514.1 FTE

This letter will expire on August 30, 2012.

## Letter of Understanding Re: Group Benefits

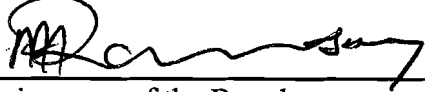
In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008-2012 collective agreement:

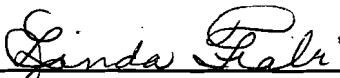
- All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain *status quo* for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.
- ESS/OSSTF's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining unit, shall be excluded.
- The Board shall share the financial analysis and calculations of this allocation with ESS/OSSTF
- Upon written request, the Board shall provide ESS/OSSTF with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.
- The Parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives from ESS/OSSTF and up to three (3) representatives from the Board, plus appropriate resources. The committee shall include a representative from the OSSTF Provincial Office. The Committee will commence its deliberations no later than ninety (90) days following the date of ratification.

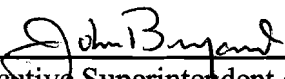
The Committee shall be responsible for reviewing and determining the group benefits and other working condition enhancements to be applied to ESS/OSSTF for implementation by September 1, 2010. It is understood that the total amount used for group benefits and other working conditions enhancements shall not exceed ESS/OSSTF's proportionate share of the fund provided by the Ministry of Education. Further, effective September 1, 2010, it is agreed that a portion of the funds will be used to offset the cost of the implementation of the change in Board share and Employee share as it relates to Article 13.01, 13.02, and 13.03.


IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 7th day of December, 2009.

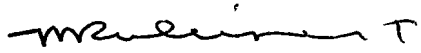
FOR THE WATERLOO REGION DISTRICT –  
SCHOOL BOARD:

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Director of Education and Secretary to the Board


  
\_\_\_\_\_  
Executive Superintendent of Human Resource Services & Organizational Development


  
\_\_\_\_\_  
Superintendent of Human Resource Services

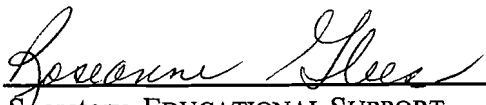
  
\_\_\_\_\_  
Senior Human Resources Manager

  
\_\_\_\_\_  
Human Resources Manager

FOR THE EDUCATIONAL SUPPORT  
STAFF/OSSTF DISTRICT 24:

  
\_\_\_\_\_  
President, EDUCATIONAL SUPPORT  
STAFF/OSSTF DISTRICT 24

  
\_\_\_\_\_  
Chief Negotiator, EDUCATIONAL SUPPORT  
STAFF/OSSTF DISTRICT 24

  
\_\_\_\_\_  
Secretary, EDUCATIONAL SUPPORT  
STAFF/OSSTF DISTRICT 24



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