

## MEMORANDUM OF SETTLEMENT

Between

**OTTAWA-CARLETON DISTRICT SCHOOL BOARD**

-and-  
(hereinafter "the Board")

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

Representing  
(hereinafter "the Union")

**OSSTF, DISTRICT 25, PLANT SUPPORT STAFF UNIT**

**WHEREAS** the Ontario Secondary School Teacher's Federation (OSSTF) and the Ottawa-Carleton District School Board were parties to a collective agreement for the period September 1, 2008 to August 31, 2012;

**AND WHEREAS** the Order in Council dated January 2, 2013 imposed a new collective agreement for the 2012-13 and 2013-14 school years ("the imposed collective agreement") extending the terms and conditions of the September 1, 2008 to August 31, 2012 collective agreement;

**AND WHEREAS** OSSTF and the Government of Ontario entered into a Memorandum of Understanding dated April 9, 2013 (herein after referred to as the "MOU");

The Parties agree to amend the Collective Agreement imposed by Order in Council dated January 2, 2013 as follows:

The following provisions of the MOU entered into between OSSTF and the Government of Ontario dated April 9, 2013, as stipulated in paragraph 2 are appended to and form part of the collective agreement:

- Job Security for Support Staff
- Maternity Benefits
- Voluntary Unpaid Leave of Absence Program for All Bargaining Units
- Unpaid Days and Offsetting Measures for Teacher Bargaining Units
- Attendance Recognition
- Sick Leave/Short Term Sick Leave and Disability Plan
- Non-vested Retirement Gratuity for Employees
- Specialized Job Classes

With the exception of the sick-leave provisions, which are retroactive to September 1, 2012, all other provisions are effective as of their incorporation into local agreements, unless a date is indicated otherwise in the Memorandum of Understanding.

The parties agree that where one of the provisions set out above addresses a matter that is also addressed in another part of the Collective Agreement, then the language of the applicable provisions set out above prevails.

The items agreed to by the parties in local bargaining as set out in Appendix A are

The items agreed to by the parties in local bargaining as set out in Appendix A are appended to and form part of the collective agreement, with an effective date of the signing of this Memorandum of Settlement.

Signed this 30<sup>th</sup> day of September, 2013 at Ottawa, Ontario

For the Board: [Signature]

For the Union: [Signature]

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# APPENDIX A

IN THE MATTER OF A COLLECTIVE AGREEMENT BETWEEN:

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(Employer)

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
PLANT SUPPORT STAFF UNIT

(Union)

**MEMORANDUM OF AGREEMENT re: Weekend Work**

**WHEREAS** the Employer wishes to review the staffing requirements and methods of providing facility coverage for OCDSB premises being occupied under Community Use of Schools permit(s) on weekends;

**AND WHEREAS** the Bargaining Unit filed the following Policy grievances in relation to Weekend Work:

PSSU-2009-32 Policy - Overtime Distribution

PSSU-2010-36 Policy - Weekend Caretaker Position

PSSU-2010-37 Policy - Weekend Caretaker Salary Rate

PSSU-2010-38 Policy - RPT Benefit Coverage on Weekends

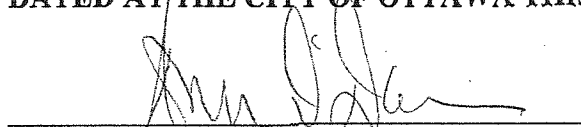
PSSU-2010-39 Policy - Overtime Distribution re: Weekend Caretaker

**AND WHEREAS** the parties wish to resolve all outstanding matters relating to this matter;

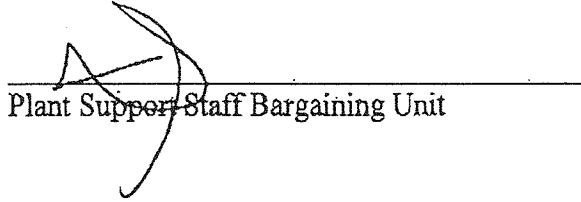
**THE PARTIES AGREE AS FOLLOWS:**

1. A sub-committee will be established to review staffing options to resource facility coverage for Community Use of Schools on weekends;
2. The sub-committee will review relevant financial information related to revenues generated by Community Use of Schools and expenses related to Facilities to provide services in support of Community Use of Schools rentals;
3. The sub-committee will consist of three (3) members from the Union and three (3) members from the Employer;
4. The sub-committee will meet by September 30, 2013 and will fulfill its mandate within six (6) months of the first meeting unless mutual agreement is reached to continue for a defined period of time.
5. The grievances are withdrawn;
6. The settlement is without precedent and without prejudice to any other matter.

DATED AT THE CITY OF OTTAWA THIS 4 day of June 2013.



Ottawa-Carleton District School Board



Plant Support Staff Bargaining Unit

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(in respect of the PLANT SUPPORT STAFF UNIT)

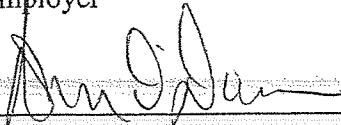
ARTICLE 27 - EXCHANGES

- 27.01 Upon the mutual consent of the employees and the Principals at the school sites involved or the Supervisors at other than school sites involved, employees may exchange positions within the bargaining unit. Such positions must represent a lateral transfer and shall not include a "term" position. An exchange may be extended for one year by mutual consent of the employees affected and subject to the Employer's approval. Such exchanges shall not be unreasonably denied.
- 27.02 An exchange may be made permanent **after one year** upon written application of the two Employees affected and subject to the Employer's approval.
- 27.03 Employees wishing to be considered for an exchange, including regular part-time employees, shall file a written request with the Human Resources Department.
- 27.04 Where the Principals at the school sites involved or the Supervisors at other than the school sites involved find the arrangement unsuitable for the needs of their sites, the exchange will be cancelled and the employees will revert to their previous locations. Such staffing action shall be by mutual agreement of the Superintendent of Facilities and the Bargaining Unit President.

This Letter of Understanding will be appended to and form part of the Collective Agreement.

For the Employer

For the Union



Date:

June 11/2013

LETTER OF UNDERSTANDING

Between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And

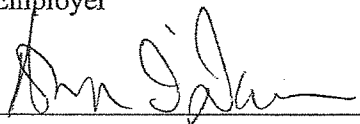
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(in respect of the PLANT SUPPORT STAFF UNIT)

ARTICLE 28 - SENIORITY


28.02 The Employer will maintain a seniority list showing each employee's name, the date on which the employee's seniority commenced, and the occupational classification. By **15 March** of each year the Employer will revise the seniority list and post copies electronically of the revised lists in Board locations and will send two (2) copies to the President of the Bargaining Unit. One list in alphabetical order will be sent to the President of the Bargaining Unit. Complaints about the accuracy of a seniority list will be considered within thirty (30) days of the date of such posting. If no complaint is received within that time, then the list is deemed to be accurate. Such complaints shall be forwarded to the Superintendent of Human Resources or designate, with a copy to the Bargaining Unit President.

This Letter of Understanding will be appended to and form part of the Collective Agreement.

For the Employer

  
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For the Union

  
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Date: June 11/2013

**LETTER OF UNDERSTANDING**

**Between**

**THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD**

**And**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(in respect of the PLANT SUPPORT STAFF UNIT)**

**ARTICLE 36 - PROFESSIONAL DEVELOPMENT**

36.01 By 31 October each year the Employer will provide to the Bargaining Unit \$10 per FTE for the purposes of professional development to be matched by the Bargaining Unit by the same date.

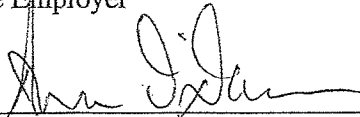
The Bargaining Unit will submit course proposals to the Manager of Physical Facilities/Design and Construction Services or designate for review and approval. Such approval will not be unreasonably withheld.

The Bargaining Unit will provide an annual written report and account to the Manager of Physical Facilities/Design and Construction Services or designate as to the use of these funds not later than 30 June of each year.


The Employer shall release two (2) members of the Union Professional Development Day Committee for up to a total of six (6) days. The Employer agrees to pay for up to half of the days used, and the remaining days shall be in accordance with Article 11.01 (b).

This Letter of Understanding will be appended to and form part of the Collective Agreement.

For the Employer

  
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For the Union

  
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Date: June 11/2013



**LETTER OF UNDERSTANDING**

**Between**

**THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD**

**And**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(in respect of the PLANT SUPPORT STAFF UNIT)**

**Re: Term Employee - Maintenance**


The parties agree that, where there is a vacancy within the Maintenance Division as a result of an absence or special project lasting more than six (6) months and up to two (2) years, the vacancy will be considered a term position and may be filled by a "Term employee - Maintenance". The length of the term assignment may be extended with mutual consent of the parties. A "term employee - Maintenance" in this context will be paid at the appropriate grid step of the Maintenance grid and be covered by the provisions of Article 5.02 (Casual Employees) as well as Article 17 - Vacation, Article 15 - Sick Leave, Article 12.02 - Compassionate Leave, and Article 19 - Employee Benefits (group life, health plan, and dental care only).

This Letter of Understanding will be appended to and form part of the Collective Agreement.

For the Employer

  
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For the Union

  
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*By Kelly*

Date: Sept 30/13.

# LETTER OF UNDERSTANDING

Between

**THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD**

And

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(in respect of the PLANT SUPPORT STAFF UNIT)**

## **ARTICLE 24 - JOB POSTINGS AND STAFFING**

### **24.01 Definitions**

"Vacancy" shall mean a position that is new or in an existing classification, which the employer intends to fill. A position is vacant or deemed to be vacant when the employee previously occupying it has resigned, retired, been dismissed, promoted, transferred, or demoted or a new position has been established by the Employer.

A "job classification" shall mean all job titles within the same salary level.

A "promotion" shall mean appointment to a position at a higher job classification.

A "transfer" shall mean a transfer to a position at the same job classification or to a lower job classification as follows: RPT to RPT; RPT to Custodian; RPT to Floater Custodian; Custodian to Custodian; Custodian to Floater Custodian (and vice versa); Leadhand to Leadhand; Replacement Custodian to Replacement Custodian; Chief Custodian 3 to Chief Custodian 3; Chief Custodian 2 to Chief Custodian 2; and Chief Custodian 1 to Chief Custodian 1. In addition, transfer requests to lower job classifications shall be considered as part of the transfer process.

An "eligibility list" shall mean a list of names of employees identified for promotion.

An "acting assignment" shall mean a position that exists where a regular employee is directed by the Employer to temporarily assume the duties and responsibilities of another position carrying a higher classification which is known in advance to be vacant for a minimum period of twenty (20) working days and up to six (6) months.

A "term position" is defined as a position where the current employee is on leave for six (6) months or more; or a position which may be created for a defined term which may be recurring from year to year to fulfill a specific requirement, project

or assignment, including seasonal work carried out in schools. Such term positions shall be for a maximum of twelve (12) months and may be extended by written agreement of the Union.

#### 24.02 General

- (a) Postings will be published each Wednesday and will close the following Tuesday. For the purposes of vacancies identified during the summer months, no vacancies will be posted after July 1. Postings will resume on the Wednesday prior to the first day of school in September.
- (b) When the employee is chosen for the position, the employee shall normally assume the new position within five (5) working days or less unless otherwise agreed to between the Union and the Board.
- (c) A probationary employee or an employee who has been formally advised in writing by the Manager of Facilities or designate that her/his performance does not meet expected performance criteria and who has been placed under review shall not be eligible for a transfer or a promotion.
- (d) In order to implement the staffing provisions, the Employer may temporarily fill vacant or newly created positions with a casual employee.
- (e) Where an employee requests a voluntary downward transfer (i.e. transfer to a position at a lower job classification), the appropriate amendments to compensation will be implemented to reflect the new classification.
- (f) An external candidate appointed to a term vacancy shall be considered a casual employee who is a member of the bargaining unit.

#### Positions of Responsibility

##### 24.03 Process for Eligibility for Positions of Responsibility

- (a) From November 15<sup>th</sup> to November 30<sup>th</sup> each year, employees will have the opportunity to apply to become eligible for Positions of Responsibility.
- (b) Employees wishing to be considered for a promotion will be required to complete a Request for Promotion. The Union will receive a copy of all forms submitted to the Human Resources Department.
- (c) The Employer will short-list employees and they will be required to participate in a consistent comprehensive selection process, as determined by the Employer. The selection process will include a written test, a practical application of knowledge test, an interview, and the most recent performance evaluation.

- (d) Employees who successfully complete the process will be placed on the Position of Responsibility eligibility list in order of seniority.
- (e) A Positions of Responsibility eligibility list shall be refreshed and take effect for the first posting in August. The list will be published by the Monday of the last week in August.
- (f) An opportunity will be provided on the first day of the new assignment for the employee, Principal, and Supervisor to meet for a discussion and an orientation on the site.

#### 24.04 **Postings for Positions of Responsibility**

Effective January 1, 2014, the Board will no longer be maintaining transfer lists.

- (a) Position of Responsibility vacancies shall be posted and filled in the following order:
  - (i) requests for a lateral transfer, in order of seniority (Note: Employees who elect a lateral transfer will not be eligible for another lateral transfer for six (6) months from the earlier of their start date in the position or the first posting in August);
  - (ii) offered to members on the recall list, in order of seniority, subject to Article 25 (Layoff and Recall); then
  - (iii) applications from members on the Positions of Responsibility eligibility list, in order of seniority.
- (b) The employee identified in accordance with Article 24.04(a), by their request/application, will be deemed to have accepted the position.
- (c) In the event that there are no applicants from the Positions of Responsibility eligibility list, the Employer will draw from the new Positions of Responsibility eligibility list as of May 1<sup>st</sup>. In the event that the Positions of Responsibility eligibility list(s) are exhausted, the position will be filled as an acting or term assignment until the next Positions of Responsibility eligibility list is established.

#### 24.05 **Acting/Term Assignments - Positions of Responsibility**

- (a) Employees on the Position of Responsibility eligibility list, in order of seniority within each descending classification, will be offered an acting assignment in a higher classification. Acting Pay will be paid in accordance with Article 18.04 Acting Pay. Term assignments will be posted and filled in accordance with 24.04 and then 24.09(c).

- (b) Where an employee accepts an acting or is in a term assignment in a Position of Responsibility, his/her name will remain on the Position of Responsibility eligibility list.
- (c) An employee appointed to an acting or term assignment shall maintain the right to return to his/her original position held prior to the acting/term assignment, if it exists, upon completion of the acting or term assignment. If the original position does not exist, the employee shall be subject to Article 25 (Layoff and Recall).

**24.06 Posting for Regular or Term Custodians (Including Floater and RPT)**

Effective January 1, 2014, the Board will no longer be maintaining transfer lists.

- (a) Vacancies will be posted and shall be filled in the following order:
  - (i) requests from regular custodians applying for a transfer as defined in Article 24.01, in order of seniority;
  - (ii) offered to members on the recall list, in order of seniority, to a position that does not increase the employee's status.
  - (iii) applications from casuals on the RPT eligibility list as per (c) below.
- (b) The employee identified in accordance with Article 24.06(a), by their request/application, will be deemed to have accepted the position.
- (c) Upon completion of the casual training/hiring process, the employees hired on a casual basis will be eligible for hire to an RPT position. Order of placement on the RPT eligibility list will be determined by the employer.
- (d) Employees who elect a lateral transfer will not be eligible for another lateral transfer for six (6) months from the earlier of their start date in the position or the first posting in August. Regular Part Time Custodians are eligible to transfer as opportunities arise where such transfer represents an increase in status.

**24.07 Acting/Term Assignments – other than Positions of Responsibility**

- (a) An employee in an acting or term assignment shall maintain their right of return to his/her original position held prior to the acting/term assignment, if it exists, upon completion of the acting/term assignment. If the original position does not exist, the employee shall be subject to Article 25 (Layoff and Recall).
- (b) Acting Pay will be paid in accordance with Article 18.04 Acting Pay.
- (c) Where an employee has temporarily assumed the responsibilities of another position which is not known in advance to last for a minimum of twenty (20)

days, and the position's status subsequently changes to an acting assignment, the employee shall remain in the assignment for a maximum period of up to six (6) months. The Employer shall fill the subsequent position in accordance with this article when the Employer becomes aware of the extended absence.

24.08 **Summer and other School Break Assignments**

- (a) Positions that exist during the summer school break shall be offered to less than full time employees who elect to work, in seniority order.
- (b) Positions that exist during the normal school break periods shall be offered to less than full time bargaining unit members who request such assignments and who meet the Board's qualifications and capability requirements for the position, on a seniority basis.

24.09 **Maintenance, Cafeteria/Kitchen, Infant/Toddler/Pre-School Program Positions**

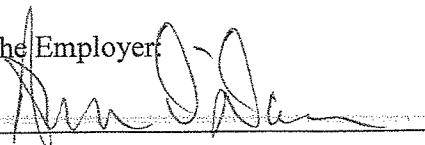
- (a) Vacancies will be posted and shall be filled in the following order:
  - (i) offered to employees on recall; then
  - (ii) applications from qualified internal candidates; then
  - (iii) applications from qualified external candidates.

Vacancies will be filled in accordance with Article 24.02 (a) to (f).

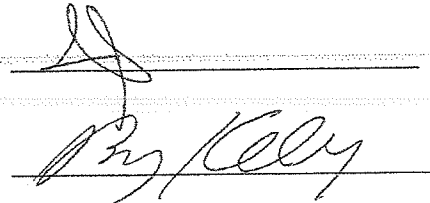
- (b) No person will be eligible for appointment to a position in a trades classification requiring Ontario Trade Certification unless that person has satisfied all the provincial trade qualifications for the trade in question.
- (c) All applicants for posted positions shall be subject to identical selection and evaluation procedures. Positions will be filled on the basis of knowledge, skill, ability and qualifications. Where knowledge, skill, ability and qualifications are relatively equal, the candidate with the most seniority shall be selected.

This Letter of Understanding will be appended to and form part of the Collective Agreement.

For the Employer:



For the Union:



Date: September 30, 2013