

**Between**

**The Near North District School Board**  
(hereinafter referred to as the “Board” or “Employer”)

and

**The Ontario Secondary School Teacher’s Federation**  
(hereinafter referred to as “OSSTF” or “Union”)

Representing

**EDUCATIONAL ASSISTANTS and PROFESSIONAL STUDENT SERVICES PERSONNEL  
OF OSSTF**

District 4, Near North District School Board  
(hereinafter referred to as the “Bargaining Unit”)

**September 1, 2002 to August 31, 2005**

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## ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit of OSSTF employed by the Board, including salaries, employee benefits, working conditions and other matters, and to provide a fair and expeditious procedure for the resolution of grievances which may arise.

## ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate and to participate in the administration of this agreement on behalf of all Educational Assistants and Professional Student Services Personnel employed by the Board, save and except Supervisors and persons above the rank of Supervisor, temporary employees, persons regularly employed for less than 16 hours per week and students employed during the school vacation periods or students placed in schools to complete work placement or co-op placements. Prior to posting any positions that are greater than 0.5 FTE, the Bargaining Unit shall be consulted.
- 2.02 The Board recognizes the right of OSSTF to authorize the EA/PSSP Bargaining Unit to act as an agent of OSSTF in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all persons covered by this Agreement.
- 2.03 The Board recognizes the right of OSSTF to authorize the EA/PSSP bargaining unit to act as an agent of OSSTF and both parties recognize the right to have other advisors, agents, counsel, solicitors or duly authorized representative in all matters relating to the negotiation, interpretation, administration and application of this agreement on behalf of all persons covered by this agreement.
- 2.04 The Board recognizes the right of OSSTF to represent a member at any meeting where the conduct or competence of the member is being discussed. Administration, including Principals or Vice-Principals, must inform the member(s) of the right to OSSTF representation prior to a meeting. If the member elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present.
- 2.05 The Board recognizes that all employees in Levels 3, 4 and 5 referenced in Article 10.02 are required to be members in good standing in their respective Colleges and/or Regulatory bodies.

## ARTICLE 3 - DEFINITIONS

- 3.01.01 Educational Assistant (hereinafter referred to as EA) means an EA employed by the Board to assist the classroom teachers with students who have special needs and to assist with the implementation of programs planned by the teacher or supervisor.
- 3.01.02 A full-time Educational Assistant shall normally work thirty (30) hours per five (5) day week at the rate of six (6) hours per day. Educational assistants shall work 190 school days and 2 Professional Development days.
- 3.02.01 Professional Student Services Personnel (hereinafter referred to as PSSP) means, Psychologists, Psychological Associates, Psychometrists, Speech-Language Pathologists, Communication Disorder Resource Persons, Communication Disorder Assistants, Attendance Counsellors and Child

Development Counsellors employed by the Board.

- 3.02.02 PSSP employee shall normally work thirty-five (35) hours per five (5) day week at the rate of seven (7) hours per day. PSSP staff will work a regular school year including system PD days.
- 3.03 The term “probationary employee” refers to an employee within the **Bargaining Unit** who has not completed three (3) calendar months of service from date of hire.
- 3.04 i) A temporary employee is an employee hired on a temporary basis: for special projects or during periods of heavy workload; in cases of emergency; for replacement of Employees absent due to illness or accident or for other similar purposes; for replacement of employees on leave of absence. A temporary employee will not be employed for more than sixty (60) consecutive working days without the consent of both parties.
- ii) Permanent employees may apply for temporary postings provided the period of the appointment is not less than one year. While in the temporary position the permanent employee shall remain a member of the bargaining unit. The permanent employee will return to their position previously held unless the Board offers an alternate position acceptable to the employee.
- 3.05 Employee shall have the same meaning as EA and/or PSSP.
- 3.06 Member means a member of the OSSTF District 4 EA/PSSP Bargaining Unit.
- 3.07 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- 3.08 The Board shall mean the Near North District School Board or its predecessor Boards, unless otherwise indicated.
- 3.09 A part time employee is any regularly scheduled employee who works sixteen (16) or more hours per week but fewer than thirty (30) hours per week.
- 3.10 Geographic areas shall mean the boundaries of the predecessor boards.

#### ARTICLE 4 - EFFECTIVE PERIOD AND RENEWAL

- 4.01 This Agreement shall be effective from September 1, 2002 and shall continue in full force up to and including August 31, 2005 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification, of this Agreement. If notice is given, the parties shall meet within fifteen (15) calendar days from giving of notice. Notwithstanding the period of notice cited above, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, that it desires to negotiate this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 4.02 No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

4.03 The Bargaining Unit and the Board agree that there shall be no strikes or lockouts during the term of this agreement. The terms strike and lock-out shall be as defined in the *Ontario Labour Relations Act*.

#### ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Both parties to the Agreement recognize that subject to the provisions of this Agreement, it is the sole right of the Board to manage the affairs of the Board in accordance with the statutes and regulations of the Province of Ontario as amended from time to time.

5.02 No employee shall be demoted, disciplined or discharged without just cause and such cause shall be communicated in writing. The parties recognize the lesser standard (basic procedural fairness) for probationary employees.

#### ARTICLE 6 - UNION RIGHTS

6.01 The Board shall provide space on an existing bulletin board for the use of the Union at appropriate locations upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees.

6.02 The Union shall be allowed to use school facilities to carry out union business outside regular working hours providing such facilities are available and approved in advance.

#### ARTICLE 7 - NO DISCRIMINATION

7.01 The Board recognizes its obligations to fulfill all of the statutory requirements contained within the *Human Rights Code*. Additionally, the parties agree that there shall be no discrimination or harassment specifically based on any reasonable Union business.

#### ARTICLE 8 - REPRESENTATION AND FEDERATION LEAVES

8.01 The Bargaining Unit will provide the Board with the current names of its officials and committee members. The Board will provide the Bargaining Unit President with current Staff Directory.

8.02 The bargaining unit may appoint or otherwise select a bargaining committee. Such committee shall represent the bargaining unit in all negotiations with the representatives of the Board for a renewal of this agreement and to discuss matters arising out of this agreement. The Union agrees to reimburse the Board for the cost of release time should negotiation take place during working hours.

8.03 At the request of the Union, up to twenty-five (25) working days may be granted to the Union, without pay, for the purpose of carrying out Union business. The Union agrees that no more than three employees may be absent at any one time. The request of the Union shall be made in writing to the Manager of Human Resources in a timely fashion. In addition to the above, the President of the Bargaining Unit, will be granted time release as requested. The Bargaining Unit agrees to reimburse the Board for the actual cost of the member's release.

8.04 Appropriate replacements, where necessary, shall be hired by the Employer for the employee on Federation leave, should the employee be an EA Member.

- 8.05 Members on such leave shall receive from the Employer, employee benefits including the accumulation of credit for experience, seniority, and all other rights and privileges under this Collective Agreement.
- 8.06 Federation leave shall be granted to members who serve as Union representatives on Board committees, which are convened during working hours. Such leave shall not reduce the number of days available under Article 8.03.
- 8.07 The Board shall grant a leave of absence to an employee who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the full cost of the employee's total salary and other benefits. The employee shall continue to accumulate seniority during the period of leave.

#### ARTICLE 9 - UNION MEMBERSHIP & DUES & CHECK-OFF

- 9.01 All current and future employees shall, as a condition of employment, be members of the union and be required to pay bi-weekly Union dues and/or local levies chargeable by the Union or the Bargaining Unit.
- 9.02 The Board agrees to deduct from employees' wages, **bi-weekly** dues and assessments levied in accordance with OSSTF Constitutions and By-laws, and to remit such monies to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the 15th day of the month following the month in which the deduction was made. The Board shall accompany such remittance with a list identifying the names, social insurance numbers and amounts deducted for all employees. The Board shall, where available, provide the information in an electronic form.
- 9.03 OSSTF shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the Bargaining Unit.
- 9.04 T4 Income Tax slips issued by the Board shall state the amount of OSSTF fees deducted.

#### ARTICLE 10 - JOB CLASSIFICATIONS & QUALIFICATIONS

- 10.01 EA job qualifications are as follows:

A minimum two-year post secondary certificate or diploma in the social services field or related specialized areas such as Developmental Service Worker, Teacher Aid, Educational Assistant, Registered Practical Nurse, Child Youth Worker and Early Childhood Education.

- 10.01.01 Any unqualified EA hired prior to August 31, 2001 shall be deemed qualified unless a letter of agreement between the EA and the Board was previously agreed to.
- 10.01.02 Notwithstanding the above, the Board may hire, with the consent of the Union which will not be unreasonably withheld, an unqualified EA provided that there have been no **suitable** external qualified applicants. The unqualified EA must show evidence on a yearly basis that they are continuously working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed four (4) years unless mutually agreed to by the EA, the Board and the Bargaining Unit. The

unqualified EA will be a member of the Bargaining Unit and will pay Union dues.

10.02 PSSP job classifications, based on qualifications, are as follows:

Level 1: a minimum 3 year Community College Diploma - includes Child Development Counsellors; or a minimum 2 year Community College Diploma and completion of Communicative Disorders Assistant Diploma – includes Communication Disorders Assistants and Communication Disorders Resource Persons.

Level 2: a minimum 3 year Community College Diploma as a Social Worker and/or Social Service Workers field - includes Attendance Counsellors.

Level 3: a minimum of a University Degree at the Masters level (or equivalent) - includes Speech-Language Pathologists (registered with the College of Audiologists and Speech Language Pathologists of Ontario), and Psychometrists.

Level 4: a minimum of a University Degree at the Masters level, plus Registration with the College of Psychologists of Ontario as a Psychological Associate – includes Psychological Associates.

Level 5: a minimum of a University Degree at the Doctoral level, plus Registration with the College of Psychologists of Ontario - includes Psychologists.

10.02.01 Notwithstanding the above, the Board may hire, with the consent of the Union which will not be unreasonably withheld, an unqualified PSSP provided that there have been no suitable external qualified applicants. Should there be no qualified external applicants, the Board shall interview the Bargaining Unit EA's who are unqualified and have applied for the posted PSSP job. The unqualified EA and/or the unqualified external applicant must show evidence on a yearly basis that they are continuously working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed four (4) years unless mutually agreed to by the EA/ external applicant, the Board and the Bargaining Unit. The unqualified EA/external applicant will be a member of the Bargaining Unit and will pay Union dues.

## ARTICLE 11 - SALARY

11.01.01 (a) **Effective September 1, 2002, the hourly rate for Educational Assistants not previously red-circled prior to August 31, 2002** shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	16.16
1 <sup>st</sup> year anniversary	17.44
2 <sup>ND</sup> year anniversary	18.78

Effective September 1, 2003, the hourly rate for Educational Assistants not previously red-circled prior to August 31, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	16.64



1 <sup>st</sup> year anniversary	17.96
2 <sup>ND</sup> year anniversary	19.34

Effective September 1, 2004, the hourly rate for Educational Assistants not previously red-circled prior to August 31, 2002 shall be as follows:

<u>Start</u>	<u>Hourly Rate</u>
0 years experience	17.14
1 <sup>st</sup> year anniversary	18.50
2 <sup>ND</sup> year anniversary	19.92

11.01.01 (b) Effective September 1, 2002, the hourly rate for Educational Assistants previously red-circled prior to August 31, 2002 shall be \$22.11.

Effective September 1, 2003, the hourly rate for Educational Assistants previously red-circled prior to August 31, 2002 shall be \$22.56.

Effective September 1, 2004, the hourly rate for Educational Assistants previously red-circled prior to August 31, 2002 shall be \$23.01.

11.01.02 Employees shall be placed at the minimum salary level of 11.01.01 above and receive a salary increment for each completed year of service in the position on the anniversary date of hire until maximum is reached.

11.02 Effective **September 1, 2002**, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	31,939	40,125	51,508	57,773	65,087
1 Year	32,682	42,056	53,210	59,441	68,175
2 Years	33,424	43,972	54,912	61,110	71,263
3 Years	34,197	45,889	56,614	62,779	74,379

Effective **September 1, 2003**, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	32,897	41,328	53,053	59,506	67,039
1 Year	33,662	43,318	54,806	61,225	70,220
2 Years	34,426	45,291	56,560	62,943	73,400

3 Years	35,223	47,265	58,312	64,662	76,611
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Effective **September 1, 2004**, the salary for each PSSP classification shall be:

<u>Experience</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
0 Years	33,884	42,568	54,645	61,291	69,051
1 Year	34,672	44,617	56,450	63,061	72,327
2 Years	35,459	46,650	58,257	64,831	75,603
3 Years	36,280	48,683	60,062	66,602	78,909

11.02.01 PSSP employees shall be placed on the salary grid of 11.02 above based on related experience. PSSP employees will move on the grid after each completed year of service in the position on the anniversary date of hire until maximum is reached.

Employees moving from EA to PSSP positions and returning to the EA position will revert back to their salary and anniversary level. Experience gained in the PSSP position does not exempt the employee from completing the requirements in 11.01.02.

11.02.02 PSSP members hired before February 1, 2000 shall be placed in their respective salary grid level as follows:

- (i) Each PSSP member whose salary (as determined from 11.02.02 (i) above) is higher than the maximum of the grid for that member's level, shall be red circled at that higher salary level.
- (ii) Beginning on September 1, 2000 and continuing annually thereafter, each PSSP member shall receive a salary increment until the maximum salary level is reached.

11.03 Employees shall be paid every two weeks throughout the year by direct deposit to a chartered bank or credit union of the employee's choice. For PSSP, employees' payments will be made on a twelve (12) month basis and for EA employees on a ten (10) month basis.

11.04 Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately proceeding.

11.05 The salary, benefits and working conditions for any newly created union position, not presently covered by the scope of this Collective Agreement, shall be mutually agreed upon by the Board and the Union prior to the job posting.

## ARTICLE 12 - WORKING CONDITIONS

12.01 The normal hours of work for full-time employees shall be - 6.0 hours/day for Educational Assistants - 7.0 hours per day for Professional Student Services Personnel. Part time employees shall be assigned

appropriate hours of continuous work by the Principal/Supervisor.

- 12.02 Each full-time employee will be permitted a 15 minute rest period in the morning and a 15 minute rest period in the afternoon or such other form of rest period as is satisfactory to the employee and the supervisor.
- 12.03 Employees shall be entitled to a minimum unpaid lunch period of 40 continuous minutes, exclusive of travelling time between assignments, during which they shall be free from supervisory or other duties.
- 12.04 The Employer shall ensure that each employee has reasonable access to work areas, records, supplies and all other amenities necessary to the duties assigned.
- 12.05 Any Educational Assistant who works more than 30 hours per week shall be entitled to overtime at the rate of 1.5 times the regular hourly rate. No overtime shall be paid unless prior written approval is obtained from the Superintendent of Program.

#### ARTICLE 13 - COMMON CONCERNS/PROFESSIONAL DEVELOPMENT COMMITTEE

- 13.01 The parties to this agreement shall form a Common Concerns/Professional Development Committee comprised of three members from each of the parties to meet every other month or whenever necessary at the call of the Committee to explore system concerns in an attempt to informally resolve any issues that may arise. The intent of the Committee is to serve the mutual needs of the Board and of the Union in order to facilitate the maintenance of a harmonious relationship between the two parties.

#### ARTICLE 14 - EMPLOYEE BENEFITS

- 14.01 The Board shall pay 100% of the cost and shall administer the employee benefits outlined below for all employees covered by this Agreement subject to the following:
  - a) A committee, appointed by the Bargaining Unit, will determine the benefit structure subject to the following: the total amount allocated by the Board to cover the cost of extended health care, dental plan and other benefits, shall be set at \$2,000 per employee per school year for 2002-2003, \$2,100.00 per employee per school year for 2003-2004 and \$2,200 per employee per school year for 2004-2005. The surplus/deficit from the 1999-2000, through the term of this collective agreement shall be used to offset any increase/decrease in benefit costs beyond the yearly benefit allocated by the Board and/or shall be used to modify the benefits' package for the term of this Agreement as determined by the Bargaining Unit.
  - b) As a condition of employment, all EA/PSSP employees employed by the Board shall be enrolled in the prevailing benefit plan including LTD. EA/PSSP employees in their last year, prior to retirement, may withdraw from the participation in the LTD plan. The LTD plan shall be fully paid by the employees.
  - c) The Board agrees to deduct at source any required premium payments incurred by the employees.
  - d) The Board shall provide to each member, an employee booklet describing the benefits available to all members of the Bargaining Unit.

- e) The Bargaining Unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies.
- f) Employees who work beyond the age of 65 do not qualify for the Board benefit package.

14.02 Subject to the restrictions of the plan, employees receiving Long Term Disability Benefits shall be permitted to pay the full cost of any employee benefits in which they participated at the commencement of the Long Term Disability.

14.03 The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded and in turn submitted to the Bargaining Unit by February 1 each year for the previous calendar year.

#### 14.04 Survivor Benefits

14.04.01 In the event of the death of an employee, the surviving spouse and/or dependents shall be entitled to continue individual and/or family coverage of the benefits set out in 14.01 for a period of (1) one-year.

14.04.02 The Employer shall continue to cover 100% of the premium costs for each of the benefits selected by an employee's spouse and/or dependents in accordance with Article 14.01.

14.04.03 Coverage extended to the surviving spouse and/or dependents under Article 14.01 will be subject to the terms and conditions of the respective insurance plans.

14.05 The Board reserves the right to re-tender all or part of the above, but agrees that at least equivalent coverage will be provided.

14.06 An employee who has been granted an unpaid leave under the terms of the shall have the right to continued participation in any of the benefit plans, provided the employee pays the total cost.

14.07 Benefits for employees who are laid off shall terminate at the end of the month following the date of lay-off, except for the months of July and August, unless the employee is not returning in September.

14.08 An employee who is laid off may continue to participate in one or more of the benefit plans, until the right of recall expires, provided the employee pays the total cost of such plans.

### ARTICLE 15 - PENSION PLAN

15.01 All eligible employees must enrol in the Ontario Municipal Employees' Retirement Pension Plan (O.M.E.R.S) or the Teachers Pension Plan in accordance with the provisions of the plan upon employment with the Board.

15.02 For members of the former East Parry Sound Board, the mandatory enrolment date shall be September 1, 1998. Eligible employees have the option of applying for prior service credits. Any costs associated with the enrolment date and/or purchase of prior credits shall be the responsibility of the employee.

15.03 Effective January 1, 2003, the normal retirement age for all employees shall be age 65. Employees whose 65<sup>th</sup> birthday is between September 1 and December 31 may continue employment with the Board until December 31. Employees whose 65<sup>th</sup> birthday is between January 1 and August 31 may

continue employment with the Board until August 31 of that year. Employees who work beyond the age of 65 do not qualify for the Board benefit package.

#### ARTICLE 16 - STATUTORY HOLIDAYS

16.01 All employees within the scope of this agreement shall be paid a normal day's pay at the regular rate for each of the following paid holidays.

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

16.02 In the event that any of the above mentioned paid holidays fall on the employee's regular day off, he/she shall be granted the day off with pay in lieu thereof on a day to be mutually agreed upon by the employee and the Board.

16.03 In the event that any of the above mentioned holidays fall on a Saturday or a Sunday, the day substituted by the Federal Government shall be observed.

16.04 When an employee is absent because of sickness other than on paid compensation (WSIB) such employee shall be paid for statutory holidays that occur during the time that the employee is entitled to and is receiving sick leave credit. However, such day shall be deducted from the employee's sick leave credits.

#### ARTICLE 17 - VACATION PAY

17.01 Vacation pay shall apply only to Educational Assistants. PSSP vacation compensation is included in their salary and working hours.

17.02 Vacation pay for employees is calculated on the basis of completed years of active service based on the anniversary date of the first day worked. The vacation plan is pro-rated as required.

Up to and including three (3) years of continuous active service - 4%  
4 years to 9 years of continuous active service - 6%  
10 years to 14 years of continuous active service - 8%  
15 years or more of continuous active service - 10%

17.03 Commencing September, 2002, vacation pay shall be paid on each pay period as it accrues as per Article 17.02.

#### ARTICLE 18 – STAFFING and TRANSFERS

18.01 A staffing committee will meet by May 30 each year to review the staffing needs and placement of Educational Assistants for the following school year in accordance with the Collective Agreement. The committee will be comprised of three (3) representatives of the Union and three (3) representatives of the Board. The committee may extend the May 30 timeline to a later date if further financial information is required to assist the committee in its determination of staffing/transfers.

- 18.01.01 For information purposes only, a Locations' List showing the seniority of all EA's, their work site and their FTE status shall be forwarded to the Bargaining Unit President on September 30 and two (2) days prior to the meeting of the Staffing Committee as per Article 18.01.
- 18.02 The Committee will endeavour to place employees for September based on the needs of the system. Employees will be placed within a family of schools (Appendix 1) and positions will not be posted. Where the Committee cannot agree on the placement, the final decision rests with the Board.
- 18.03 The Committee shall be responsible for the review of the surplus placement and lay-off procedures of the Agreement and, if necessary, will recommend improvements to the procedures to their respective parties.
- 18.04 Educational Assistants declared surplus in one school shall be transferred to a vacant position within the same family of schools without posting. Should no position be available, an Educational Assistant with more seniority shall displace the most junior full-time or part-time Educational Assistant within his/her current geographic area provided the senior employee has the ability and qualifications to perform the job.
- 18.05 Where there is no position within their current geographic area, EAs may displace the most junior EA within the Board provided the senior employee has the ability and qualifications to perform the job.
- 18.06 Surplus employees have the right to waive their right to displace a junior employee and may accept the lay-off. Such employees shall be placed on the recall list in accordance with Article 20.
- 18.07 EAs who are declared redundant to the needs of the system and placed on the recall list by the Board shall be notified in writing by the Assistant Manager of Human Resources by June 10 or later by the mutual consent of the Board and the Bargaining Unit. Copies of such notifications shall be forwarded to the President of the Bargaining Unit.
- 18.08 EAs who accept positions outside of their geographic area have the right to return to a position for which they have the qualifications and ability to perform the job within their original geographic area for a period of up to two (2) school years. Conditional upon the following: The employee may choose to refuse return on the first available position. If the employee refuses a second request to transfer, then the employee forfeits any further rights to return to his/her original area.
- 18.09 **EAs whose placement will be changing for the following school year will be notified in writing by the Board by the last working day in June of their school placements for the following September.**

#### **18.10 Employee Requested Transfers**

- 18.10.01 A mutually agreeable transfer may be arranged for any reason or at any date acceptable to the employee and the Board. The employee wishing to transfer must submit in writing a letter to the Assistant Manager of Human Resources indicating where the employee wishes to be transferred. The letter should include any information that would assist in facilitating this process. The Board shall facilitate this process during the month of April or during the annual staffing cycle.
- 18.10.02 Employees shall submit requests for year-end transfers to the Assistant Manager of Human Resources before April 15. These transfer requests may be conditional (specifying the municipality,

family of schools and/or the school desired) or may be unconditional. Conditional transfers must meet with the stipulated conditions indicated by the EA/PSSP member or the transfer can be declined by that member.

18.10.03 The employees shall be informed of the proposed transfer as soon as possible, and no later than the last working day in June. Any EA/PSSP member declared surplus will not be considered for a transfer until that member has been placed in a work site for the following year by the Staffing Committee.

#### 18.11 Employee Exchanges

18.11.01 By mutual consent of the employees, the Principals/Supervisors and the Assistant Manager of Human Resources an exchange may be arranged for any reason. The employees wishing to exchange must request the exchange by submitting in writing a letter by April 15 to the Assistant Manager of Human Resources indicating where the employee wishes to be transferred for the next school year. The letter should include any information that would assist in facilitating this process. The Board shall facilitate this process during the month of April or during the annual staffing cycle.

18.11.02 The employees shall be informed of the Board's decision of the proposed exchange as soon as possible, and no later than the last working day in June.

18.11.03 All exchanges shall be for one (1) year. By mutual agreement of the employees and with the consent of the Principals/Supervisors and the Assistant Manager of Human Resources, the exchange may be extended for an additional year provided that the employees notify the Assistant Manager of Human Resources no later than April 15 of the second year of the exchange.

18.11.04 By mutual consent of the employees and with the consent of the Principals/Supervisors and the Assistant Manager of Human Resources, the exchange may be converted to a permanent placement provided that this does not displace any other employees as per Article 20.

18.11.05 For the purposes of Article 20, the employees who are on an exchange shall be considered to belong to the staff of the originating school.

#### 18.12 Administrative Transfers

18.12.01 Administrative transfers may be carried out at any time during the school year. If it becomes necessary to transfer a member, the Board will endeavour to place the transferee in a position which is mutually satisfactory to both parties. The following steps shall apply:

- a) Members involved in these transfers shall be informed five (5) school days in advance of the transfer.
- b) Should a vacancy occur in the school from which the member was transferred, the member may request to be returned to that school.
- c) The Administrative Transfer must be approved by the Superintendent of Business after consultation with the Bargaining Unit.

18.12.02 The employee shall receive a mileage allowance for two years as described below:

North Bay to Mattawa - \$75/month  
North Bay to Sturgeon Falls - \$50/month  
North Bay to Almaguin - \$75/month  
North Bay to Parry Sound - \$150/month  
Almaguin to Parry Sound - \$75/month

These amounts are for either direction of travel, and an EA or PSSP employee traveling from to A to B via C shall receive the sum of the amounts from A to B plus B to C.

If the employee lives in the same municipality as the new school to which he/she is administratively transferred, then no allowance is paid. If a decision to relocate occurs any time during the first year, 100% of the relocation allowance as described in Article 18.12.03 shall be paid. If a decision to relocate occurs any time during the second year of employment, 100% of the relocation allowance less any money paid for travel in the second year shall be paid. At no time shall the employee receive less than 50% of the actual costs of relocation as eligible under Article 18.12.03 up to a maximum of \$2641.00.

The employee shall receive the allowance only if she/he is actually "out of pocket" (i.e. when car pooling as a passenger or if the transfer results in no increase in distance traveled, the allowance will not be paid).

18.12.03 The Board shall pay, per employee or per family, actual moving costs to a limit of \$1,321.00 and actual related expenses (i.e. real estate fee, legal fee, and appraisal fee related to selling a home and legal, survey, registration and land transfer fees and the cost of arranging a mortgage when purchasing a home) to a limit of \$3960.00.

#### ARTICLE 19 - POSTING OF VACANCIES

19.01 When the Board determines that a vacancy exists within the coverage of this Agreement, the Board shall post the position in all work locations for seven (7) working days during which time regular employees will have the opportunity to apply. The Board shall forward each posting to the Bargaining Unit President at the same time as the position is posted in all work locations. Probationary employees may not apply to posted position until they have completed their probationary period.

19.02 The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills, **Full-Time Equivalent (FTE) Status** and rate of pay.

19.03 Vacancies shall be filled on the basis of seniority in the Bargaining Unit provided that the senior applicant possesses the skill and qualifications to perform the job.

19.04 The Board may fill the position temporarily while the notice is posted, pending filling of the position permanently.

19.05 The Board agrees to notify the Bargaining Unit President in writing of the name of the successful applicant as soon as possible after the appointment is made.



19.06 During the summer months, employees may call a dedicated extension to inquire about job vacancies. These vacancies shall be updated on a weekly basis. If interested in such positions, the employee may fax their application through the Board Office to the North Bay Head Office at no cost to the employee.

Postings will be frozen no later than July 31<sup>st</sup>. Any vacancies after the postings are frozen will be filled through the re-call process as per Article 20.08. Once the recall process is complete, the internal posting process will resume.

## ARTICLE 20 - SENIORITY, LAY-OFF, **and** RECALL

20.01 The Board shall maintain a seniority list of all employees of the Bargaining Unit. Seniority shall mean any employee's continuous service with the Board or predecessor Boards measured from the first day worked in the Bargaining Unit. When addressing seniority issues, all ties shall be broken based on the following criteria in order:

20.01.01 Continuous service with the Board since the date of last hiring measured from the first day worked.

20.01.02 Total non-continuous years of service with the Board.

20.01.03 By lot in the presence of the Bargaining Unit President (or designate) by placing in a hat the names of all members who are tied. **The Assistant Manager** of Human Resources will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.

20.02 A Seniority List of all employees and their job classifications shall be forwarded by the Assistant Manager of Human Resources to be posted in each work place by January 31 and brought up to date once yearly. Any questions related to the accuracy of the seniority list must be submitted in writing within thirty (30) working days of the posting, following which the dates will be considered to be correct. Copies of the seniority list will be supplied to the Union.

20.03 New employees shall serve a probationary period of three (3) calendar months after which their continuous service shall date back to the first day worked.

20.04 An employee who is absent from work due to an approved leave of absence shall continue to accumulate seniority during the period of such absence.

20.05 Seniority will be considered to have been terminated when an employee:

(i) Resigns or retires;

(ii) Is discharged and is not re-instated;

(iii) Fails to return to work upon being recalled in accordance with the provisions of this Agreement;

(iv) Is laid off beyond the period during which the employee was entitled to be recalled.

20.06 Lay-off

20.06.01 In the event of lay-off, the Board shall lay off employees in the reverse order of their seniority.

20.06.02 A surplus employee will be entitled to bump according to the following:

- a) The employee may bump the least senior employee in any school within their family of schools, provided the person being bumped is the least senior and is below them on the seniority list, or
- b) The employee may choose to bump an employee with less seniority than themselves outside the family of school, provided the person being bumped is the least senior in the school and is below them on the seniority list.

20.06.03 The laid-off employee must exercise displacing rights, within three (3) working days from the date of notification of lay-off. Displacing rights shall be limited to positions within a family of schools unless the employee chooses to relocate or commute to another family of schools.

20.06.04 Subject to seniority, PSSP employees who have changed positions or job classifications under this Article shall have the right to reinstatement in their former position or classification if such becomes available within two (2) years from the date of accepting the new position.

20.07 The Board shall notify the Bargaining Unit of lay-off within five (5) working days of the Board having made a decision to lay-off. Unless *The Employment Standards Act* is more favourable to the employees, the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Sub-Article, the employee shall be paid the days for which work was not made available.

20.08 Recall

20.08.01 Employees shall be recalled in accordance with their seniority ranking provided they have the ability and qualifications to perform the work. Upon request, the Bargaining Unit shall have access to the names of members who are on the current recall list.

20.08.02 Notice of recall shall be made by phone call followed by Priority Post with signature to the last known address. It shall be the employee's responsibility to notify the Board of any changes in phone number and/or address including summer information.

20.08.03 The employee must indicate intentions to return to work within three (3) working days of receiving recall notice.

20.09 Seniority and right of recall shall be maintained for a period of two (2) years from the date of layoff.

20.10 No new employees will be hired until those employees laid off have been given the opportunity of recall.

20.10.01 The Board shall give first consideration for any temporary position to members on the recall list whose names are on the supply list. It is the employee's responsibility to notify, in writing, the Human Resources Department to include their name on the supply list. During the temporary assignment, the employee shall be paid the rate of a temporary employee. The employee who accepts a temporary assignment shall retain full recall rights.

20.11 Employees who were part-time at the time of lay-off shall be recalled to part-time positions only, as long

as there are full-time employees with recall rights and greater seniority.

- 20.12 An employee previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- 20.13 Employees have the right to refuse an assignment if that assignment is outside their family of schools without losing the right of recall.
- 20.14 Benefits will not accrue during lay-off periods. However, benefits will be paid to the end of the month in which the employee is laid off.

#### ARTICLE 21 - CUMULATIVE SICK LEAVE

- 21.01 A sick leave credit system is hereby established for every employee of the Bargaining Unit. The administration of the system shall be vested in the Superintendent of Business.
  - 21.01.01 The Superintendent of Business shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction therefrom.
  - 21.01.02 The Superintendent of Business shall keep a record of the accumulated credits and the deductions therefrom.
- 21.02 An employee shall be entitled to sick leave credits at the rate of two (2) days for each active month of employment at the beginning of each school year. Total accumulation shall be 20 days per year for EA/PSSP employees. The employee shall be credited annually with 100% of the unused portion of the sick leave days. Employees who are on Board approved secondment to other employers and Federation Leave shall accumulate sick leave at the rate specified in Article 21.
  - 21.02.01 For part-time employees and employees commencing employment after October 1, the sick leave allowance shall be pro-rated.
  - 21.02.02 At the commencement of employment, or at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month. Accumulated sick leave credits shall not exceed 250.
    - (a) Members of the NNDSB who have accumulated more than 250 days as of September 1, 1999 shall have their sick leave days capped at the total number of days on that date. However, if through usage of sick leave days after September 1, 1999 the number falls below 250, that member shall subsequently be capped at 250.
- 21.03 **Each employee shall receive a statement indicating the accumulated sick leave credits to June 30<sup>th</sup> of the previous school year by November 1<sup>st</sup>.**
- 21.04 When an employee is absent due to illness, the Board may require the employee to submit a certificate from a qualified medical or dental practitioner of the Board's choice. The cost of such a certificate shall be paid by the Board.

21.04.01 Absence due to pregnancy/parental leave is excluded from this plan; however, illness due to pregnancy can be covered by this plan.

21.04.02 If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the employee's sick leave credits for the remaining months of the year at the rate of two (2) days per month for full-time employees and the prorated ratio for part-time employees.

## ARTICLE 22 - SHORT-TERM LEAVES

22.01 A leave of absence requested by the employee for any of the following reasons shall be granted by the employee's immediate Supervisor and shall be with pay and without loss of sick leave:

22.01.01 Where an employee is writing examinations and;

- (1) the examination is written in conjunction with improvement of professional standing, and the examination is written during school hours, or
- (2) the examination is written outside school hours, but travel time during school hours is necessary to reasonably arrive at the examination location.

22.01.02 Where an employee is attending his/her own graduation exercises or the graduation of his/her spouse, son, daughter or parent (grade 8, secondary, post-secondary) and;

- (1) the exercise occurs during school hours, or
- (2) the exercise occurs outside school hours, but travel time during school hours is necessary to reasonably arrive at the graduation location.

22.01.03 For absence occasioned by the birth or adoption of a son/daughter, a leave of absence not exceeding one day.

22.01.04 Where an employee is attending the funeral of a member of the family:

- (i) In the case of immediate family as defined below, a leave of absence up to a maximum of five (5) days.
- (ii) In the case of a member outside the immediate family as defined below, or a friend, one (1) day.

Definition of Immediate Family: Parent, parent-in-law, spouse as defined in Section 1 of the Family Law, child, brother, sister, and grandparent and grandchild. However, there may be other exceptional situations. In such cases, the employee may be granted leave, subject to the approval of the Assistant Manager of Human Resources.

22.01.05 A leave shall be granted without deduction of salary or sick leave credit for illness or medical appointments for a member of the immediate family as a result of which the employee is required to be away from work. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family, in this case, shall be limited to son, daughter, spouse, mother or father. It is to be established that every reasonable effort has been made to take care of the situation by other means.

- 22.01.06 Where an employee is absent due to quarantine by order of the Medical authorities;
- 22.01.07 Where an employee is absent from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the employee pays the Board any fee, exclusive of travelling allowance and living expenses that he/she receives as a juror or witness.
- 22.02 Under the Worker's Compensation Act the Board shall provide protection for the employees by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under the cumulative sick leave plan the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the employee shall receive only the compensation award.

#### ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

23.01 This Article shall be in accordance with the Employment Standards Act Part XI. Nothing in this Article shall remove from the employee any entitlement under the Act or the Collective Agreement.

23.02.01 A Pregnancy Leave means a leave of absence under subsection 35 (1) of the Employment Standards Act.

23.02.02 A pregnant employee who started employment with the Board at least thirteen (13) weeks before the expected birth date is entitled to Pregnancy Leave.

23.02.03 The employee may begin pregnancy leave no earlier than 17 weeks before the expected birth date.

23.02.04 The employee must give the Board;

- at least two (2) weeks written notice of the date the leave is to begin;
- a certificate from a legally qualified medical practitioner stating the expected birth date.

23.02.05 Article 23.02.04 does not apply when an employee stops working due to complications caused by pregnancy, or because of birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth. In such case the employee shall, within two (2) weeks of stopping work, give the Board:

(i) written notice of the date the pregnancy leave began or is expected to begin, and

(ii) a certificate from a legally qualified medical practitioner that

(a) states, in the case of an employee who stops working because of complications caused by her pregnancy, the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or

(b) states, in any other case, the date of the birth, stillbirth or miscarriage and the date the employee was expected to give birth.

23.02.06 The Pregnancy Leave ends:

- (i) for an employee who is entitled to take parental leave seventeen (17) weeks after the leave began,  
or
- (ii) for, an employee who is not entitled to take parental leave, the later of the day that is seventeen (17) weeks after the leave began or the day that is six (6) weeks after the birth, stillbirth or miscarriage,  
or
- (iii) at an earlier day than provided for in (i) or (ii) if the employee gives the Board at least four (4) weeks written notice of that day.

### 23.03 Short-term Parental Leave

23.03.01 A Short-term Parental Leave means leave taken for the purposes of caring for or adopting a child. This leave shall be equivalent to "Parental Leave" as defined in subsection 36(1) of the Employment Standards Act Part XI.

23.03.02 An employee who had been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to Short-term Parental Leave following:

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

23.03.03 Short-term Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the employee for the first time with the exception as noted in 23.03.06.

23.03.04 For an employee who has taken pregnancy leave, Short-term Parental Leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee for the first time.

23.03.05 The employee must give the Board at least two (2) weeks written notice of the date the Short-term Parental Leave is to begin, with the exception as noted in 23.03.06.

23.03.06 In the event that the child comes into custody, care and control of the employee for the first time sooner than expected, the Short-term Parental Leave begins the day the employee stops working. The employee must give the Board written notice of the wish to take Short-term Parental Leave within two (2) weeks of stopping work.

23.03.07 Short-term Parental Leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

### 23.04 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave

23.04.01 An employee who has given notice to begin Pregnancy Leave or Short-term Parental Leave may change the commencement of the leave:

- (i) to an earlier date if the employee gives the Board at least two (2) weeks written notice before the earlier date, or
- (ii) to a later date if the employee gives the Board at least two (2) weeks written notice before the date leave was to begin.

23.04.02 An employee who has given notice to end leave may change the date of return to work:

- (i) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- (ii) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

#### 23.05 Supplementary Employment Benefit Plan (SEB Plan)

During a period of Pregnancy Leave or Short-term Parental Leave involving the adoption of a child who has not attained school age, payments made according to the SEB Plan will consist of the following:

- 23.05.01 The Board will pay 95% of the employee's regular salary during the first two (2) weeks of Pregnancy or Short term Parental leave but not both.
- 23.05.02 During this leave, the employee shall receive 95% of full pay minus employment Insurance Pregnancy or Parental benefits. In the case of Pregnancy Leave this top up amount will be for the next 15 weeks. For Short-term Parental leave this top up amount shall be for the next 10 weeks. An employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the employee's full salary.
- 23.05.03 While on Pregnancy/Short-term Parental Leave, the Board shall continue to pay its portion of all employee benefits in which the employee is participating at the commencement of the leave. The Board shall also arrange for the employee's portion of these benefits unless the employee elects, in writing, not to do so.
- 23.05.04 The employee must apply for Employment Insurance benefits before 95% of salary becomes payable.
- 23.05.05 No monies will be paid to an employee who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the employee has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:
  - (i) serving the Employment Insurance waiting period;
  - (ii) Employment Insurance benefits entitlement have been exhausted;
  - (iii) insufficient insurable weeks to qualify for Employment Insurance.
- 23.05.06 Employees do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.
- 23.05.07 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or

severance pay benefits are not reduced or increased by payments received under the SEB Plan.

23.06 An employee on Pregnancy/Short-term Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed.

23.07.01 An employee returning from Pregnancy/Short-term Parental Leave to active employment shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the employee.

23.07.02 Notwithstanding this provision, the employee is subject to Article 20.

23.08 Extended Parental Leave

23.08.01 Parental Leave may be extended up to two years subject to the approval of the Director of Education.

23.08.02 When the duration specified for an extended leave is two working years or less:

- no sick leave time shall accumulate but when the employee returns to the Board from leave, the employee shall be credited with the same number of accumulated sick leave days that the employee had before going on leave.
- notwithstanding Article 20, upon returning from extended Parental Leave, the employee shall be assigned to a comparable position.
- the employee on extended Parental Leave shall accumulate seniority for the period of the leave.

23.08.03 An employee shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of leave.

#### ARTICLE 24 - LEAVES OF ABSENCE WITHOUT PAY

24.01 A leave of absence without pay for an extended period of time (one year) shall be granted by the Board for Educational Assistants and may be granted for PSSP's provided that a suitable replacement is available.

24.01.01 If a member decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of this decision.

24.01.02 (a) While the member is on leave of absence, no sick time shall accumulate, but when the member returns to the Board from the leave, the member shall be credited with the same number of accumulated sick leave days as were previously banked before going on the leave.

24.01.02 (b) For the purpose of calculating retirement gratuity and vacation pay, an employee on a leave of absence shall not be considered to have a break in service to the Board. For example, an employee who has five years of service for the purposes of calculating retirement gratuity and vacation pay prior to the leave and is granted a leave for one year shall upon return from the leave be credited with the five years of service accumulated prior to the leave being taken.



24.01.03 Upon return from the leave of absence the member shall be assigned to the position previously held by that member. If the position does not exist the member will be placed in a comparable position.

24.01.04 Subject to the restrictions of the plan, a member on a leave of absence shall be allowed to prepay the full cost of any employee benefits participated in at the time commencement of the leave, provided that the prepayment will cover the whole anticipated period of the leave.

24.01.05 a) EA's who apply in writing to the Superintendent of Programs and Schools for a one year leave of absence, on or before March 1, will be granted such a leave for the following school year.

b) PSSP's who apply in writing to the Superintendent of Programs and Schools for a one year leave of absence, on or before March 1, may be granted such a leave provided that a suitable replacement is available.

24.01.06 a) EA's who wish to extend that leave for a second year shall notify in writing the Superintendent of Programs and Schools prior to March 15 of the first year of the unpaid leave. Then the additional leave for the second shall be granted.

b) PSSP's who wish to extend that leave for a second year shall notify in writing the Superintendent of Programs and Schools prior to March 15 of the first year of the unpaid leave. Then the additional leave for the second may be granted provided that a suitable replacement is available.

24.01.07 After March 15, the member may apply for an additional unpaid leave for a second year to the Superintendent of Programs and School and the extension shall be at the sole discretion of the Superintendent. If the extension is not granted, the member is expected to return to their duties according to the provisions of Article 24.01.03.

24.01.08 This provision does not apply to members on Federation Leave as outlined in the Federation Leave Article.

24.02 Effective September 1, 2003 and notwithstanding Article 22, short-term leaves without pay shall be granted in accordance with the criteria set out in the Board's Administrative Guideline. Such requests must be made in writing to the Assistant Manager of Human Resources. The Assistant Manager of Human Resources shall respond to the application for leave within ten (10) working days from the receipt of the application.

24.02.01 Each member of the Bargaining Unit shall receive a copy of the Administrative Guideline. The Bargaining Unit shall be informed of any changes to the Guideline.

#### ARTICLE 25 - DEFERRED SALARY LEAVE PLAN (DSLPL)

25.01 The DSLPL will afford employees the opportunity to take a one (1) year leave of absence, financed through the deferral of salary.

25.02 Any employee who has at least two (2) years of service is eligible to participate in the DSLPL.

25.03 An employee shall make written application to the Assistant Manager of Human Resources on or before March 1 of the school year prior to that in which the DSLPL is to commence, requesting approval for

participation in the DSLP and specifying the desired deferral.

25.04 Written acceptance, denial, or suggested modifications to the request, with explanation, shall be forwarded to the employee on, or before May 15 of the school year in which the request is made.

25.05 The DSLP shall be from four (4) to seven (7) years in length including the year of the leave. The leave shall be taken in the last year of the plan.

#### 25.06 Payment Formulas and Retention of Deferred Salary

25.06.01 In each year of the DSLP preceding the leave, an employee will be paid a reduced percentage of salary.

25.06.02 The remaining percentage of annual salary (maximum 33.33 percent) shall be placed in an individual trust account in an investment mutually agreeable to the employee and the Board.

25.06.03 The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The employee shall receive twice-yearly statements showing the total deferred salary plus accumulated interest.

25.06.04 The deferred salary shall be paid to the employee in the year of leave, in the same manner as his/her salary would be or in a manner mutually agreeable to the employee and the Board. Interest accrued prior to the leave shall be paid in a lump sum.

25.06.05 Interest accrued during the year of the leave shall be paid to the employee in the year it is earned.

25.07 Subject to article 25.08, the employee shall be entitled to the same benefits; allowances, vacation, working experience credit and seniority as when not enrolled in the plan.

25.08 During the period of leave, seniority will continue to accrue. Long term disability coverage shall be based on the salary the employee would have received had there not been a leave. Allowances shall not be paid and sick leave credits shall not be credited to the employee's account during the year of leave.

#### 25.09 Withdrawal

25.09.01 An employee may withdraw from the DSLP anytime up to March 1 of the school year before in which the leave is to be taken.

25.09.02 Upon withdrawal from the DSLP, the employee shall be paid the total amount of salary deferred, plus interest accrued at the date of withdrawal in a lump sum within thirty (30) days of withdrawal or in a manner mutually satisfactory to the employee and the Board.

25.10 On return from the leave to active employment, the employee shall be reinstated to the position held prior to leave, unless the Board offers an alternate position acceptable to the employee.

25.11 Should a member die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate within thirty (30) days of being notified by the executor or executrix of the estate.

25.12 The DSLP shall be subject to the Regulations under the Income Tax Act.

## ARTICLE 26 - SEVERANCE ALLOWANCES

### 26.01 Termination Notice

26.01.01 An employee who is terminated for a reason other than just cause shall receive a notice in accordance with the Employment Standards Act.

### 26.02 Retirement Allowance

26.02.01 An employee who meets the requirements below will qualify for a Retirement Gratuity based on the number of accumulated sick leave days and the number of years of service in accordance with the following formula:

$$G + [Y / 20] X [N / 200] X [S / 2]$$

Where:

G = value of gratuity

Y = number of years of service with the Near North District School Board and its predecessor Boards (maximum of 20)

N = number of accumulative sick leave days earned with the Near North District School Board and its predecessor Boards (maximum of 200)

S = annual salary

26.02.02 The retirement allowance may not exceed 50% of the annual salary at the time of retirement.

26.02.03 To qualify for a gratuity, an employee must have a minimum of twelve (12) years of service with the Board and be eligible for a pension and be at least fifty (50) years of age.

26.02.04 Payment of the Retirement Gratuity shall be made on the following basis: Notice of retirement must be received by April 30, in order to receive retirement gratuity in September or such other date as the employee requests provided it is in the next budget year (budget year September to August 31).

26.02.05 If retirement notice is not received prior to April 30, the gratuity payment will be postponed for 17 months following receipt of notice.

26.02.06 A retirement gratuity shall be paid to the estate of the employee who qualifies for a gratuity under Article 26.02.03 if the employee dies while in the employment of the Board. The gratuity shall be calculated in accordance with this on the date of the employee's death.

## ARTICLE 27 - PROFESSIONAL DEVELOPMENT

27.01 It is the Board's belief that professional development should be linked to Ministry of Education initiatives, Board initiatives and projects and school program initiatives.

- 27.02 It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system and individual needs.
- 27.03 A joint Common Concerns /Professional Development Committee will be developed to allocate funds as noted in 27.02 based on criteria to be set by a joint Common Concerns /Professional Development Committee.
- 27.04 An employee shall, upon request and approval of his/her immediate Supervisor, have access to the Board's in-service programs on a voluntary basis.
- 27.05 One of the Professional Development days will be designated as the Professional Development day common to both panels for all EA/PSSP employees. The PSSP employees will continue with their regular duties on all other days designated as Professional Development Days by the Board.
- 27.06 Where the Board requests that an employee take a course all expenses, including registration, transportation, accommodation and meals while taking the course shall be paid by the Board. Where the course is delivered during the normal working hours of the employee, there shall be no loss of pay.
- 27.07 The Board shall have an administrative guideline and procedures for evaluations. Any such administrative guideline or a revision to an existing policy, shall be developed in consultation with the Union. Employees shall only be evaluated in accordance with these administrative guidelines /procedures.

#### ARTICLE 28 - VEHICLE ALLOWANCE

- 28.01 Itinerant employees required to use their own vehicle on Board business or where employees are assigned by the Board to work at two separate locations during the day shall be reimbursed for such travel at the Board's kilometre rate.
- 28.02 An itinerant employee shall have one work location designated as home location of record.
- 28.03 An itinerant employee's travel time shall be included in the normal working day if the employee has been assigned by the Board to work in more than one (1) location.
- 28.04 All employees travelling on Board business authorized by the Principal/Supervisor shall be reimbursed at the current Board rate per kilometre.

#### ARTICLE 29 - PERSONNEL FILES

- 29.01 The only recognized file of an employee shall be maintained in the Human Resources Department of the Employer and shall be available and open to the employee for inspection in the presence of a Authorized Human Resources staff member. Requests to view files must be arranged in advance.
- 29.02 An employee shall be entitled, upon request to copies of any materials contained in the employee's personnel file.
- 29.03 Where an employee authorizes in writing access to his/her personnel file by another person acting on the employee's behalf, the Employer shall provide such access, as well as copies of material contained therein,

if also authorized and requested.

29.04 Employees shall receive copies of any materials placed in their personnel files.

29.05 An employee shall be entitled to append notices of corrections or inaccuracies to documents within the file which, in the employee's view, possess errors or inaccuracies.

29.06 No later than four (4) years after the date of issue, or less at the discretion of the Manager of Human Resources, any disciplinary documents or adverse job-related correspondence contained in an employee's personnel file shall be removed, unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence, which the Board is required to retain by law. These will be kept in a sealed envelope in the personnel file and will only be opened when the Board is required by law to open them.

## ARTICLE 30 - GRIEVANCE PROCEDURE

### 30.01 Definition

30.01.01 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.

30.01.02 A grievor shall be defined as:

- (i) the Bargaining Unit
- (ii) the Board.

30.01.03 A Statement of Grievance shall be in writing and shall include the name of the employee, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.

30.02 A representative of OSSTF shall be present to assist the employee at any stage of this grievance and arbitration procedure.

30.03 If an employee, with the concurrence of the Bargaining Unit wishes to initiate a complaint the procedure will start at Step 1. If the grievor is the Bargaining Unit, the procedure may begin at Step 1 or Step 2 (i). If the grievor is the Board, the procedure will begin at Step 3.

#### 30.03.01 Step 1

- (i) The employee and the Bargaining Unit representative will discuss the complaint with the appropriate Principal/Supervisor.
- (ii) The Principal/Supervisor shall attempt to resolve the matter informally within five (5) school days of the initial discussion. The Principal/Supervisor shall answer the complaint in writing.
- (iii) If the reply of the Principal/Supervisor is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Assistant Manager of Human Resources

or designate.

#### 30.03.02 Step 2

- (i) The Assistant Manager of Human Resources or designate shall attempt to resolve the grievance within ten (10) school days of referral. Failing settlement within the ten (10) school days mentioned the Assistant Manager of Human Resources or designate shall immediately advise the grievor to prepare a Statement of Grievance.
- (ii) Within ten (10) school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Business or designate and the Bargaining Unit.

#### 30.03.03 Step 3

- (i) The Superintendent of Business or designate shall attempt to resolve the grievance within twenty (20) school days of the receipt of the Statement of Grievance.
- (ii) Failing settlement of the grievance within the twenty (20) school days, either party may proceed to Step 4.

#### 30.03.04 Step 4

- (i) If the grievance is not deemed settled on the basis of the answer in Step 3, either party, shall within fifteen (15) school days of the receipt of the answer given in Step 3, notify the Superintendent of Business in writing of its desire to submit the grievance to arbitration.
- (ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within ten (10) school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.
- (iii) The decision of the arbitrator shall be binding on all parties.

30.03.05 The cost of the arbitrator under Article 30.03.05 shall be shared equally by the Board and the Bargaining Unit.

30.03.06 Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances.

30.03.07 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.

30.04 When a dispute arises where the Board is the grievor, the dispute may be referred directly to the Grievance Officer of the Bargaining Unit. If there is no resolution to the dispute within ten (10) school days, the Board may initiate a grievance under Step 3 provided such reference is made within twenty (20) school days of the occurrence giving rise to the complaint. Failing settlement of the grievance within the twenty (20) school days, the Board may proceed to Step 4.

#### 30.05 Grievance Mediation

- 30.05.01 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.
- 30.05.02 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- 30.06 Parties have the right to be protected from repetitious grievances, which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.
- 30.06.01 No action of any kind shall be taken against any person because of participation in the grievance of arbitration procedures under this Agreement. The fact that a grievance is raised by a member of the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the employee's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

#### ARTICLE 31– JOB SECURITY/CONTRACTING OUT

- 31.01 No employee shall lose a job or suffer a reduction in hours of work due to work being assigned to persons outside the Bargaining Unit.

#### ARTICLE 32 – CRIMINAL BACKGROUND CHECKS

- 32.01 For existing employees, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law, provided that the employees use the Police Service designated by the Board.
- 32.02 For existing employees, the Board will require the least intrusive criminal check which will meet the requirements of Regulation 521/01 of the Education Act or any subsequent regulation or law.
- 32.03 For existing employees, the employee shall submit results to the Board no later than July 31, 2003.
- 32.04 The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Business and/or designate and the member and/or designate.

#### ARTICLE 33 – PRINTING OF THE COLLECTIVE AGREEMENT

- 33.01 The Board shall provide each member of the Bargaining Unit with a copy of this Collective Agreement, in booklet form, within thirty (30) days of the signing of the Agreement, or acceptance of employment. The parties agree to share equally the costs of the printing of the booklets.

ARTICLE 34 - SIGNATURES

34.01 In witness hereof:

The Memorandum of Agreement is made in triplicate this 25<sup>th</sup> day of June, 2003.

Near North District School Board

Ontario Secondary School Teachers' Federation

-----  
Chair of the Board

-----  
President of O.S.S.T.F. EA/PSSP

-----  
Secretary of the Board

-----  
Secretary of EA/PSSP

-----  
Chief Negotiator (Board)

-----  
Chief Negotiator (O.S.S.T.F.)



APPENDIX 1 - FAMILY OF SCHOOLS

North Bay Area

- |    |   |    |  |
|----|---|----|--|
| 1  | Chippewa Secondary<br>Centennial<br>Dr. MacDougall<br>King George<br>Pinewood Public<br>Laurentian<br>Custody Residence | 3. | Widdifield Secondary<br>E.T. Carmichael<br>E.W. Norman<br>J.W. Trusler<br>Phelps<br>Vincent Massey<br>W.J. Fricker |
| 2. | West Ferris Secondary<br>Sunset<br>Ferris Glen<br>Marshall Park<br>Silver Birches<br>Tweedsmuir<br>Detention Ctr.       | 4. | Northern Secondary<br>Frank Casey  |
|    |   | 5. | F. J. McElligott, Secondary<br>Mattawa   |

South River Area

- |    |   |    |                   |
|----|---|----|-------------------|
| 1. | Almaguin Secondary<br><br>Land of Lakes<br>Magnetawan<br>M.A. Wittick<br>Mapleridge<br>South River<br>Sundridge | 2. | Argyle            |
|    |   | 3. | Evergreen Heights |
|    |   | 4. | M.T. Davidson     |
|    |   | 5. | South Shore       |

Parry Sound Area

- |    |   |    |            |
|----|---|----|------------|
| 1. | Parry Sound High School<br>Humphrey<br>McDougall<br>Nobel<br>Victory School<br>Wm. Beatty | 2. | Britt      |
|    |   | 3. | Mactier    |
|    |   | 4. | Whitestone |

MEMORANDUM OF AGREEMENT

This memorandum is to acknowledge the understanding between the parties to the agreement which governs its implementation (**September 1, 2002 - August 31, 2005**).

The two red circled PSSP employees referred to in Article 11.02.02 (ii) are the Communications Disorders Resource Person (Cathie Hawkins) and the Child Development Counsellor (Leah Ferron).

**Cathie Hawkins shall receive a lump sum payment of 3% of her red-circled salary for the 2002-2003 school year only. In 2003-2004, Cathie Hawkins will no longer be red-circled.**

**Leah Ferron will receive a lump sum payment of 3% of her red-circled salary in each of the contract years, 2002-2003, 2003-2004 and 2004-2005.**

\_\_\_\_\_

Near North District School Board

\_\_\_\_\_

President OSSTF EA/PSSP

WITHOUT PREJUDICE

PROVISION FOR LOUISE MAUGHAN TO BECOME PSYCHOLOGICAL ASSOCIATE FOR THE  
NEAR NORTH DISTRICT SCHOOL BOARD

Letter of Understanding  
Between  
The Near North District School Board  
And  
Educational Assistants and Professional Student Services Personnel of OSSTF District 4

The Board shall provide supervision as required by the College of Psychologists of Ontario for the credentials of Psychological Associate during the 3 qualifying years, at the Board's expense.

Upon registration with the College as a Psychological Associate (Supervised), Louise Maughan shall immediately move to this classification in the Salary Grid of the .

This proposal is Without Prejudice to Article 11.05 which states, "The salary, benefits and working conditions for any newly created union position, not presently covered by the scope of this , shall be mutually agreed upon by the Board and the Union prior to the job posting."

It is agreed that a new job classification will be created, with salary and benefits to be negotiated at the next round of negotiations.

This letter is in effect until it is ratified in the next .

The terms of this letter shall be subject to the grievance/arbitration procedure.

Near North District School Board

OSSTF Bargaining Unit

\_\_\_\_\_  
Superintendent of Business

\_\_\_\_\_  
President of OSSTF EA/PSSP

\_\_\_\_\_  
Director of the Board

\_\_\_\_\_  
Secretary of EA/PSSP Unit

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Letter of Understanding

Between The Near North District School Board

And

District 4 OSSTF Near North

1. Extraordinary Accommodation of Special Needs Students and E.A.'s and School Closures

The parties agree to refer extraordinary accommodation of special needs students to the Staffing Committee referenced in Article 18. Such an extraordinary accommodation is primarily for, but not limited to, a situation where in the opinion of the Board a student's special needs would be best served by continuing to have the specific E.A. assigned to the student in the event that the student moves schools. The Committee shall attempt to develop a process that addresses these extraordinary accommodations subject to the approval of their respective parties.

2. School Closures

In the event that the Board closes schools, the parties agree that the Staffing Committee shall meet as soon as possible after the closure(s) are approved.

\_\_\_\_\_  
Near North District School Board

\_\_\_\_\_  
President OSSTF EA/PSSP