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No. OF EMPLOYEES	10		
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COLLECTIVE AGREEMENT

Between

AND

EDUCATIONAL ASSOCIATES

OF THE

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
WEST PARRY SOUND DIVISION, DISTRICT 40.**

JANUARY 1, 1996 TO DECEMBER 31, 1997

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1.00 PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly and harmonious collective bargaining relationship between the Board and those Educational Associates represented by the Union.

2.00 RECOGNITION

- 2.01 The Board and the Union agree to recognize the O.S.S.T.F., as the bargaining agent of all Educational Associates of West Parry Sound Board of Education in the district of Parry Sound, save and except Superintendents, persons above the rank of Superintendent, persons regularly employed for not more than twenty-four (24) hours per week and those persons for whom any trade union held bargaining rights as of January 6, 1989.

3.00 DEFINITIONS

- 3.01 "Board" means the West Parry Sound Board of Education (WPSBOE).
- 3.02 "Union" means the members of District 40 O.S.S.T.F. Educational Associates branch employed by the West Parry Sound Board of Education.
- 3.03 "O.S.S.T.F." means the Ontario Secondary School Teachers Federation.
- 3.04 "Member" means a member of the Educational Associates local bargaining unit.
- 3.05 "Educational Associate" means a person employed by the West Parry Sound Board of Education to assist with the preparation delivery and supervision of programs planned by the teacher and working 24 hours or more per week.
- 3.06 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 for employees on leave of absence. A temporary employee will not be employed for more than ninety (90) consecutive working days without the consent of both parties.

MANAGEMENT

- 4.01 The Union recognizes that it is the right of the Board to manage the affairs of the operation, to hire, layoff, to suspend, to discipline employees and to direct the working force of the Board subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working force in a discriminatory manner. The Board agrees not to discharge or discipline except for just cause.
- 4.02 The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this agreement.

5.00 UNION RIGHTS

- 5.01 The Board agrees to acquaint new employees with the fact that a collective agreement is in effect.

- 5.02 The Union shall notify the Board in writing of the names of its representatives as follows: **officers, bargaining committee members, grievance committee members** before the **shall be obliged** to recognize them.
- 5.03 The Board shall **provide** the union with a **list** of the names of the **employees**, within the bargaining unit on or **before** October 31 of each year.
- 5.04 The employer shall **provide** for the use of the Union space on an **existing bulletin board** at an appropriate location.
- 5.05 The Union may be allowed to **use** the inter-school mail **service** for the purpose of **communicating** with its members provided there is no **cost** to the Board.
- 5.06 The Union shall be allowed to use school **facilities** for meeting purposes outside of regular working hours and **providing facilities** are **available** and approved in **advance**.

6.00 UNION MEMBERSHIP & DUES CHECK-OFF

- 6.01 The Board **agrees** to deduct from every employee's wages monthly **dues** and **assessments levied in accordance with** the O.S.S.T.F.'s Constitution and By-laws, and to **remit such monies** to the Treasurer of O.S.S.T.F. 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**.
- 6.02 The Union 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 Union.
- 6.03 T4 Income Tax **slips** issued by the Board shall **state** the amount of O.S.S.T.F. **fees** deducted from **each** employee.

7.00 UNION LEAVE

- 7.01 Five (5) **working** days in each calendar year shall be provided without pay for Union business, where **possible** the request of the Union shall be made in writing to the Controller of Human Resources at **least 2** weeks in advance and no more than two (2) employees may be absent at any one time.
- 7.02 Union 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 7.01.

8.00 STRIKES & LOCKOUTS

- 8.01 The Union **agrees that there shall** be no strike or slowdown during the term of this agreement **on the part of the employees represented by the Union, and that if such action shall be taken** by the employees, the Union will instruct the said employees to return to work and perform their usual **duties**. The Board agrees that there shall be no lockout **during** the term of this agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act as amended from time to time.

9.00 GRIEVANCE PROCEDURE

- 9.01 It is mutually agreed that it is in the spirit and intent of this Agreement to settle, in an orderly fashion, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement including any questions as to whether a matter is arbitrable.
- 9.02 Any dispute will not be recognized by the parties as a grievance unless it has first been discussed by the Educational Associates Unit Employees with their immediate Supervisor and with the bargaining unit grievance officer. If the employee or employer is unable to resolve the dispute, the union or employer may file a formal grievance at step 1.
- 9.03 **STEP 1:**
If the dispute is not to be deemed as settled on the basis of the informal discussions as set out above, the Union or Employer shall submit a formal grievance notice in writing to the Controller of Human Resources/Union Grievance Officer within fifteen (15) working days of the Educational Associates Unit employees or employer becoming aware of the circumstances giving rise to the grievance, or after the date when the event could reasonably have been detected. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number and the settlement requested and shall not be subject to change after submission. The Controller of Human Resources or Grievance Officer shall provide a written answer within fifteen (15) working days of receipt of the grievance.
- 9.04 **STEP 2:**
If the grievance is not to be deemed as settled on the basis of the answer given in Step 1, the Union or Employer shall within fifteen (15) working days of receipt of the step 1 answer, notify the Superintendent of Business or Grievance Officer, in writing, that a grievance meeting is required. Three members appointed by the Union, including the grievor should the grievor wish to attend the meeting and three members appointed by the Superintendent of Business shall meet within fifteen (15) working days of receipt of the notice. The Superintendent of Business or Union Grievance Officer shall provide a written answer within fifteen (15) working days of the meeting being held.
- 9.05 **STEP 3:**
If the grievance is not to be deemed as settled on the basis of the answer given in step 2, the Union or Employer shall, within fifteen (15) working days of the receipt of the answer given in step 2, notify the Director of Education or Union Grievance Officer in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union/Employer's nominee. The other party shall, within (15) working days, inform the Union/Employer of their nominee. The two nominees shall, within fifteen (15) working days or such longer time as they may agree upon, appoint a third person who shall act as the Chair. If the recipient of the notice fails to appoint an arbitrator or if the two nominees fail to agree upon a chair within the time limit, either the Union or the Employer may request the appointment of a Chair by the Ministry of Labour.
- 9.06 Group or Policy Grievance
Where a dispute involving a question of general application or interpretation occurs, or where the Union/Employer or group of employees are affected, the Union Grievance Officer/Director of Education shall commence the grievance at Step 2. The time lines for a group or policy grievance shall be sixty (60) calendar days.
- 9.07 The Arbitration Board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

- 9.08 **The decision of the majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs. The decision of the Arbitration Board shall be final and binding and enforceable on the parties.**
- 9.09 The **Arbitration** Board shall not have the power to change, modify, extend or amend the provisions of **this** Agreement.
- 9.10 Each party shall bear the fee and expenses of its nominee to the **Arbitration** Board and any fees and expenses of the Chair shall be borne equally by the parties. Each party shall bear its own expenses respecting appearances at hearings of the **Arbitration** Board. **Each** party shall bear at its own expense the cost of counsel or **advisors** at each step of the grievance procedure.
- 9.11 All the time limits **fixed** herein for the grievance procedure may be extended only upon the mutual written consent of the parties and **subsection 48 (16) of the Ontario Labour Relations Act** does not apply. One or more step in the grievance procedure may be omitted in the **processing of a grievance only upon the mutual written** consent of the parties. Group or Policy grievance may be initiated at step 2.

10.00 CLASSIFICATION & SALARY SCHEDULE

- 10.01 The rate of pay shall be set forth as follows:
Effective January 1, 1996 - \$14.59 per hour
Effective January 1, 1997 - \$14.99 per hour
- 10.02 Ten month employees shall be paid every second **Friday**.

 Ten month employees: no salary is payable for the weeks of the summer, **Christmas** or **Mid-winter** breaks.

11.00 EMPLOYEE BENEFIT PLANS

- 11.01 **Pension Plan:**
 All eligible employees who **meet** the eligibility requirements of OMERS shall participate in the Ontario Municipal Employees Retirement System.

- 11.02 **Insurance Plan:**
 The following employee benefit plans will be in effect with the Board contribution to be as stated:

	Board Contribution	Employee Contribution
Extended Health Care & semi-private Hospitalization & Vision Care (\$200 every 24 months).	90%	10%
Dental @ 1996 ODA Fees Effective January 1, 1997 (including Major restorative & Orthodontics)	90%	10%

Group Life Insurance		
Basic 60,000	100	nil
Option A: 10,000	nil	100%
Option B: 20,000	nil	100%
Option C: 30,000	nil	100%
Option D: 40,000	nil	100%

The details of Extended Health Care and Dental benefits shall be as published in the carrier's booklet.

- 11.03 Staff employed on a 10 month basis are entitled to the Board contributions for July and August. To qualify for the summer period an employee must have been employed for a period of five months.
- 11.04 In the event an employee is absent without pay for a period of one calendar month or longer, the total premiums are payable by the employee and the Board contribution is not applicable.
- 11.05 A Long Term Disability Insurance plan will be made available to employees. Participation in the plan is compulsory for all new full-time employees employed by the Board. One hundred per cent (100%) of the premium for each employee will be paid by the employee.
- 11.06 The Board reserves the right to change carriers at its discretion provided benefits remain at least equivalent to those now in effect.

12.00 HOURS OF WORK

- 12.01 Each employee who works 5 or more hours/day shall be entitled to a fifteen (15) minute break in the morning and the afternoon or an equivalent thereof from the employee's work station. Such breaks shall not interfere with the efficient running of the workplace.
- 12.02 The regular hours per week shall be established by the Superintendent of Education.
- 12.03 The Superintendent of Education will notify the Educational Associates of their school placement by August 1st for commencement in September. In the event a vacancy occurs in Britt, Mactier or Whitestone the Educational Associates with the least seniority will be transferred provided he/she has the necessary qualifications and in the opinion of the Principal of the school can best serve the needs of the student(s). In the event the least senior is unsuitable the next junior employee will be selected. The posting provision of article 19.01 will be waived during July and August to accommodate the transfer of the least senior employee(s).

The Board reserves the right to transfer employees after August 1st in the event student/school enrolment demands adjustment.

13.00 OVERTIME

- 13.01 Additional work beyond incidental overtime, when authorized by the Superintendent of Business will be paid at the employee's current hourly rate. Overtime is to be arranged only if other suitable alternatives cannot be arranged.

Employees required to work beyond 40 hours in the week will receive pay at the rate of one and one-half times the employee's regular

rate. Pay will be calculated on full 1/2 hours worked only. Unauthorized overtime will not be paid.

13.02 The employee shall be allowed to save overtime to be used at a later date as time off with pay. It is understood that the period of time off is to be equal to 1 (one times) hours of overtime worked, and no employee shall be allowed to accumulate more than 35 hours at one time. Time off shall be by mutual agreement.

14.00 HOLIDAYS

14.01 All employees shall be granted the following holidays with pay:

- 1 Year's day
- Good Friday
- Easter Monday
- Victoria Day
- Labour Day (only employees in the public sector)
- Boxing Day

14.02 The Board reserves the right to substitute another holiday in the event a statutory holiday is moved for school year calendar purposes.

14.03 Pay for authorized holidays is pro-rated, according to the regular normal hours worked.

In order to qualify for a Statutory Holiday, an employee is required to be employed for the three months immediately prior to the holiday, work on 12 of the 30 days preceding the holiday and work on his or her regular day of employment, preceding and following the holidays.

15.00 ANNUAL VACATION

15.01 The vacation entitlement is determined as of the last teaching day in each school year.

Less than 3 years of service	4%
After 3 years of service	6%
After 10 years of service	8%
After 20 years of service	10%

Vacation pay entitlement shall be paid every 2 weeks.

15.02 Vacation entitlement shall be pro-rated for any interruption of continuous service greater than three (3) months.

15.03 On retirement or termination an employee will be paid the proportionate number of days of entitlement, based on the number of complete months of employment from July 1st to the date of retirement or termination of employment

16.00 LEAVE OF ABSENCE

16.01 MATERNITY LEAVE

Maternity leave shall be in accordance with the Employment Standards Act. Maternity leave is not chargeable to sick leave and is without pay. While on maternity leave the Board shall continue to pay its share of benefits.

16.02

BEREAVEMENT LEAVE

Up to three (3) working days with pay will be provided for members of the immediate family. Immediate family shall include: spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law and grandparents.

Up to one (1) day with pay may be allowed for the death of a friend or relative not covered above.

16.03

JURY DUTY

Every employee is entitled to their salary notwithstanding their absence from duty as a witness in any court to which the employee has been summoned in any proceedings to which the employee is not a party or one of the persons charged. Any fee received as a witness or for jury duty is to be remitted to the Board, less any expenses incurred.

16.04

INJURIES

An employee injured in the course of duty will have their Worker's Compensation salary awards supplemented from sick leave credits to provide for the payment of full net pay, until such time as the S/L credits are exhausted or on the resignation of the employee. The days chargeable to sick leave shall be equivalent to the number of full days paid to the employee of the Board.

16.05

QUARANTINE

An employee who is quarantined or otherwise prevented by the order of the medical health authorities from attending their duties is entitled to sick leave benefits in accordance with the regulations.

16.06

CONVOCATION

Members attending convocation ceremonies where a degree is being conferred on the employee or the employee's son, daughter, spouse, mother or father, one day will be granted with pay.

16.07

CONFERENCE/SEMINARS

Employees delegated by the Superintendent of Business to attend conferences will be granted necessary time with pay.

16.08

DENTAL/MEDICAL APPOINTMENTS

An employee absent for the employee's own dental or medical appointment or absence for a dental/medical appointment of the employee, spouse, child or parent, shall be granted the necessary time with pay to a maximum of 5 days per calendar year. Absences of a half day or more are chargeable to sick leave.

16.09

NOTICE OF ABSENCE

An employee is required to notify their respective principal or immediate supervisor in the event the employee is unable to report for duty for any reason. Reasonable notice must be given according to the circumstances.

Absences with pay, not requiring the approval of the Controller of Human Resources are to be reported directly to the principal or immediate supervisor.

16.10

PERSONAL LEAVES WITHOUT PAY

An employee may request approval for absence without pay for personal reasons. Such request must be made in writing to the Controller of Human Resources as far in advance as possible unless extenuating circumstances preclude proper notice in which case a letter outlining details is to be forwarded to the Controller of Human Resources as soon as possible.

17.00 CUMULATIVE SICK LEAVE PLAN

- 17.01 Employee shall ~~receive~~ sick leave ~~credits for service at~~ the rate of **two (2)** days for each completed month of employment. This gives **20** days per year for a **10** month employee.
- 17.02 An employee who regularly works ~~less~~ than **35** hours per week shall ~~receive~~ a pro-rated amount of sick leave. ~~Both the monthly allocation and the yearly limit in 17.01 above shall be~~ **pro-rated** according to the ratios of hours worked by the employee to the regular number of hours worked by a full-time employee.
- 17.03 In ~~calculating~~ sick leave ~~credits~~ in 17.01 and 17.02 above completed months shall be defined as ~~months~~ in which employees are ~~actively at work~~. ~~Absences~~ of one (1) month or more shall not be credited except for vacation periods.
- 17.04 Sick leave ~~credits~~ shall be accumulated from year to year subject to the following limits:
Full-time **10** month employee **200** days
For ~~part-time~~ employees the above limits shall be **pro-rated** as in 17.02.
- 17.05 For the ~~purposes~~ of this plan a year shall be from July **1** to June **30**. ~~Cumulative sick~~ leave shall be calculated annually as at June 30th.
- 17.06 A ~~statement~~ of cumulative sick leave ~~benefits~~ will be issued annually to each employee by the end of September, ~~indicating the benefits as at June 30th of the preceding year~~. ~~Errors or omissions~~, if any are to be reported in writing to the Controller of Human ~~Resources~~ prior to **October 15th** of the current year.
- 17.07 **SALARY DURING ABSENCE**
All ~~payments to employees~~ under this plan will be calculated on the ~~basis~~ of the employee's current annual salary.
- 17.08 **CREDITS FOR PRIOR SERVICE**
An employee ~~transferring directly~~ from another board which has a cumulative sick leave plan will be credited with the number of days of cumulative sick leave which the employee had to their credit ~~with~~ the previous board. Such credit shall not exceed accumulation as set out in 17.04 above.
- 17.09 Absences of ~~five~~ (5) consecutive working days or more are to be supported by a Doctor's ~~certificate~~ if requested by the employer.
- 17.10 ~~Employees~~ shall not be entitled to sick leave ~~credits~~ for absence due to pregnancy or ~~complications thereof~~.
- 17.11 In ~~order~~ to ~~receive~~ pay for illness, absences cannot exceed ~~credits~~ actually earned at commencement of illness.
- 17.12 **TRANSFERS**
Employee~~s~~ ~~transferring~~ from one ~~classification~~ to another which affects the employees sick leave ~~accumulation~~ and maximums shall have their accumulated time adjusted to ~~reflect~~ the ~~new~~ working hours.

17.13

RETIREMENT GRATUITY

A retiring employee who meets the requirements will qualify for a Retirement gratuity based on the number of accumulated sick leave days and the number of years service. The gratuity will be paid to the retiring employee six (6) months from the date of retirement or such later date as the employee wishes provided the retired employee advises the Board at least 90 calendar days in advance of payment request, in any event the gratuity Will be paid within 18 months of retirement.

17.14

ELIGIBILITY & METHOD OF CALCULATION

Maximum gratuity shall be one half of the current annual salary at date of retirement.

The number of years of service used in the formula shall be those with the WPSBOE and its predecessor Boards. The number of days of accumulated sick leave shall be restricted to those earned while in the employ of the WPSBOE and its predecessor Boards since the last date of hire.

Years of service and accumulated sick leave from the last day of regular employment will be used in the calculation. Continuous service only will be recognized, except for leave of absences approved by the Board.

The minimum number of years of service to qualify for the retirement gratuity is five years and the maximum number of years of employment to be used in the calculation shall be 20 years.

The maximum number of days of accumulated sick leave to be used in the calculation shall be those in 17.04 above.

The formula to calculate the amount of gratuity is as follows:

# of years service (Max.20)	X	# of days sick leave (Max.as in 17.04)	X	Annual salary at date of retirement
<hr/>		<hr/>		<hr/>
20		limit as in 17.04		2

To qualify for a gratuity, a retiring employee must:

- a) have reached the age of 55 years, or
- b) retire due to permanent disability as per definition under OMERS PENSION plan, or
- c) have attained the "90 factor" in accordance with OMERS pension plan.

There are no death benefits included in this plan. However, if an employee's death occurs subsequent to retirement and before payment of the gratuity, the gratuity will be paid to the estate.

For purposes of calculation the number of years of employment, an employee working on a ten month basis is to be credited with one year of employment for each ten month period.

18.00 SENIORITY LAY-OFF & RECALL

18:01

The Board shall maintain a seniority list of all members in the bargaining unit. Seniority shall mean any employees continuous service with the Board since the date of last hiring.

18:02

Lists showing the seniority of all employees shall be posted and brought up to date every 6 months. Any question as to the accuracy of the seniority dates must be submitted within 15 working days of the posting of the list, following which the dates will be considered to be correct.

18:03 A new employee shall be on probation until they have worked sixty (60) days after which their continuous service shall date back to date of first hiring. A probationary employee shall not have recourse to the Grievance procedure if the probationary employee is laid off or is discharged during the probationary period.

18:04 The Board shall notify the Union of lay-offs 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. (The above notice is not intended to include employees who are hired on 10 month assignments or other specific employment terms).

18:05 In the event of layoff, the Board shall lay off employees in the reverse order of their seniority. An employee laid off may bump the most junior employee provided the displaced employee has the least seniority and provided the senior employee has the ability knowledge and qualifications to perform the work in a manner which will not adversely affect the efficiency of the department. The laid off employee must exercise bumping rights within three working days from date of notification of lay-off.

Both parties recognize that 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.

18:06 All employees shall retain their seniority for a period of 20 months after lay-off.
a) Employees shall be recalled in the reverse order in which they were laid off.
b) Notice of recall shall be made by registered mail to the last known address. It shall be the employees responsibility to notify the Board of any changes in address.
c) The employee must indicate intention to return to work within 3 days of receiving recall notice.

18:07 Seniority shall be lost and employment terminated if an employee:
a) quits or retires
b) is discharged
c) fails to return to work upon being recalled under sub-article 18:06 after being sent a re-hiring notice
d) is laid off for a period of 20 months or more

19.00 JOB POSTING

19:01 When the Board determines that a vacancy exists within the coverage of this agreement. The Board shall post the position for five (5) working days during which time regular employees will have an opportunity to apply..

The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills and rate of pay.

The Board may fill the vacancy temporarily while the notice is posted pending the filling of the vacancy permanently.

The Board agrees to notify the Union in writing of the name of the successful applicant as soon as practicable after the appointment is made.

- 19.02 **When a vacancy occurs during JULY and AUGUST** (other than Britt, Mactier or Whitestone) the pasting shall be mailed to each member at their last known address.

20.00 PERSONNEL FILES

- 20.01 Employees shall have access to their personnel records and upon written request be provided with copies of material contained therein.

21.00 VEHICLE ALLOWANCE

- 21.01 An employee required to use their personal vehicle on Board business or where an employee is assigned to work at two separate schools during the day, the employee will be reimbursed at the Board's current mileage rate.

22.00 TUITION FEES

- 22.01 Employees may apply to the Education Course Allowance Committee for reimbursement of Tuition fees according to Board policy #80 (52p-53r), dated March 1/93.

23.00 TERMINATION OF EMPLOYMENT

- 23.01 An employee may resign on giving the employer ten (10) days previous notice or by mutual consent.

24.00 SEVERANCE ALLOWANCE

- 24.01 A severance allowance will be paid to employees on the regular staff whose employment is terminated, subject to the following terms and conditions:
- a) employment must be terminated for reason of surplus staff;
 - b) an employee must accept a transfer if a comparable position is available;
 - c) an employee must have completed two or more years of service;
 - d) employees eligible for a retirement gratuity do not qualify;
 - e) employment must have consisted of a minimum of 15 hours weekly for the last two year period;
 - f) employment of less than 15 hours weekly will not be considered in the calculation.

24.02 **PAYMENT**

- a) One weeks salary for each year of service, up to a maximum of 26 weeks in accordance with the Employment Standards Act. For the purpose of determining year of service employment for a 10 month period will be considered as one year.
- b) Employees working less than full-time will receive a pro-rated amount, based on the percentage of time worked in the two year period prior to termination.
- c) The severance allowance will be paid by the end of the month following termination.

24.03 **REFUND**

In the event of a recall within a one year period, the severance allowance will be repaid to the Board in instalments suitable to both parties.

25.00 WAGE LOSS REPLACEMENT PLAN

- 25.01 Subject to the provisions of 25.02 and upon the completion of three months continuous employment, a person employed for fifty percent (50%) or more of the normal working hours who is absent from work due to personal illness or injury, which absence is not covered by the Worker's Compensation Act or the Canada Pension Plan, shall be eligible to receive a

disability income benefit. The benefit will equal **fifty-five** percent (**55%**) of the employee's **earnings** as determined by the Unemployment Insurance Act Regulations and **will be** paid for a **maximum** of **fifteen (15)** weeks commencing the **sixth (6th)** working day of **disability**. Should the **disability exceed five (5)** consecutive working days, the benefit will commence on **the first day** of **disability**.

- 25.02** In cases of illness or injury, sickness benefits need not be paid to any employee:
- a in extended years of employment (beyond **65** years of age);
 - a who is not under the care of a licensed physician;
 - a whose illness or injury is intentionally self-inflicted;
 - a whose illness or injury results from services in the armed forces;
 - a whose illness or injury results from war, participation in any riot, or disorderly conduct;
 - a while on leave of absence or on paid vacation;
 - a whose illness or injury results from committing a criminal offence;
 - who is ill or injured during a strike or lockout at the place of employment (if the right to benefits would be reinstated upon the employee's return to active employment);
 - a who is not receiving continuous treatment for the use of drugs or alcohol when the illness results from his/her use of these substances;
 - a who, in the case of a recurring disability, is receiving benefits according to a reinstatement provision of a group long-term disability plan (providing the reinstatement period does not exceed 6 months);
 - a who becomes ill during receipt of maternity or parental benefits under the UI Act.

25.03 A disability income benefit shall not be paid to an employee absent due to pregnancy during the period commencing with the tenth (10th) week prior to the expected week of confinement and ending with the sixth (6th) week after confinement, or during any period of maternity leave of absence taken pursuant to this Agreement or the Employment Standards Act, or when the employee is in receipt of maternity benefits provided by the Unemployment Insurance Act.

25.04 Disability income benefits are not available during the first month after the return to active employment following a previous disability for which benefits are paid in the case of a new disability, and during the first three (3) months after return to active employment in the case of a recurrence of a previous disability.

25.05 Disability income benefits shall be terminated on the date a layoff becomes effective unless the disability commences prior to notice of layoff. In cases where no notice of layoff is given or the disability commences more than two (2) months before layoff, whether or not the notice of layoff has been given, the benefit will be paid.

An employee shall not be eligible to receive a disability income benefit until the employee has exhausted all statutory and cumulative sick leave credits, or

Eligibility for disability income benefit shall be conditional upon an employee having fewer than **seventy-five (75) days** sick leave credits including both statutory and cumulative sick leave. An employee with less than **seventy-five (75) days** sick leave credits will receive sick leave credits and the balance of **seventy-five (75) days** will be provided under the plan.

It is understood and agreed that the employee's share of the Unemployment Insurance premium reduction has been exchanged for and has been included in the employee's portion of the employee benefit program.

26.00 COMMONS CONCERNS COMMITTEE

26.01 A Committee comprising of two members from each of the parties shall meet to discuss common concerns. Meetings may be called by either party by giving at least one weeks notice to the other party of their desire to meet

27.00 DURATION

27.01 This agreement shall be in effect from the date of ratification and shall continue in full force up to and including **DECEMBER 31, 1997** 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, in accordance with the Ontario Labour Relations Act.

27.02 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of the Educational Associates.

The foregoing is acknowledged and agreed to by the parties hereto;

Dated at Parry Sound this ____ day of January 1997.

WEST PARRY SOUND BOARD OF EDUCATION

S. Woodhouse
Chair, Board of Education

[Signature]
Secretary, Board of Education


THE O.S.S.T.F. REPRESENTING THE EDUCATIONAL ASSOCIATES

[Signature]
President, Educational Associates

Marilyn McEwen
Chief, Negotiating Committee

LETTER OF UNDERSTANDING

One professional activity day will be provided each school year in accordance with the school calendar and will be designated as the professional activity day common to both panels.

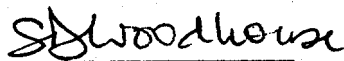

S. Woodhouse
West Parry Sound Board
of Education


Educational Associates

LETTER OF UNDERSTANDING

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.

This letter of understanding expires on December 19, 1997.



West Parry Sound Board
of Education



Educational Associates