

| | | | |
|-------------------|-------|----|----|
| SOURCE | Union | | |
| EFF. | 93 | 09 | 01 |
| TERM. | 96 | 08 | 31 |
| No. OF EMPLOYEES | 83 | | |
| NOMBRE D'EMPLOYÉS | ll | | |

BOARD North Shore - Support Staff

TERM September 1, 1993 - August 31, 1996

Salary Schedule

* Ten (10) Month Salary Schedule - September 1, 1993 - August 31, 1996

| | probation | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> |
|---------------------|-----------|---------------|---------------|---------------|---------------|
| Kindergarten Ass't. | 16 771 | 17 454 | 17 454 | 17 454 | 17 454 |
| Special Ed. Ass't. | 16 997 | 17 680 | 18 362 | 18 362 | 18 362 |
| Secretary I | 20 935 | 21 624 | 22 313 | 23 002 | 23 692 |
| Secretary II | 21 538 | 22 227 | 22 916 | 23 605 | 24 294 |
| secretary III | 22 227 | 22 916 | 23 605 | 24 294 | 24 983 |
| Technician I | 23 217 | 23 907 | 24 596 | 25 285 | 25 974 |
| Technician U | 24 381 | 25 071 | 25 760 | 26 449 | 27 138 |
| Office Supervisor | 24 381 | 25 071 | 25 760 | 26 449 | 27 138 |

| | | | | | |
|--|--------|--------|--------|--------|--------|
| Social Worker / Attendance Counsellor | 30 000 | 31 500 | 33 000 | 34 500 | 36 000 |
| Speech Pathologist | 37 000 | 39 250 | 41 500 | 43 750 | 46 000 |

Hourly Employees

Hourly Rate

| | |
|------------------------|----------|
| Noon-Hour Supervisor | \$ 17.33 |
| Supply Telephone Clerk | \$ 26.00 |

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14 March 1995
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COLLECTIVE AGREEMENT

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

NORTH SHORE DIVISION • DISTRICT 56

REPRESENTING

THE SUPPORT STAFF BRANCH

AND

THE NORTH SHORE BOARD OF EDUCATION

FOR THE PERIOD COMMENCING

SEPTEMBER 1, 1993

AND ENDING AUGUST 31, 1996

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ARTICLE 1 - DEFINITIONS

- 1.1 "**Board**" shall mean "The North Shore Board of Education".
- 1.2 "**OSSTF**" shall mean the Ontario Secondary School Teachers' Federation.
- 1.3 "Branch shall mean the Support Staff Branch of OSSTF.
- 1.4 "**Division**" shall mean the North Shore Division Organization of the OSSTF.
- 1.5 "**District**" shall mean District 56 of the **OSSTF**.
- 1.6 "**Day**" shall mean an employee's working day.
- 1.7 "**Agreement**" shall mean the Support Staff Branch Collective Agreement.
- 1.8 "**Employee**" shall ~~mean~~ any person working for the North Shore Board of Education and covered by ~~this~~ Agreement.
- 1.9 "**Full-time Employee**" shall mean any person working 30 to 35 hours per week either 10 ~~or~~ 12 months ~~of~~ the year.
- 1.10 "**Part-time Employee**" shall mean any person who works on a call-out basis ~~as~~ a replacement for a full-time or part-time employee.
- 1.11 "Temporary Employee" shall mean any person who works on a call-out basis as replacement for, a full-time or part-time employee.
- 1.12 "**Grievance**" shall mean any matter arising from the interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is *arbitrable*.
- 1.13 "**Party**" shall mean the Union ~~and/or~~ the Board.
- 1.14 "**Member**" shall mean a member of the Union.
- 1.15 "Transfer" shall mean the relocation of an employee from the place in which the employee presently works to another place of work or from a **position** currently held to another position.
- 1.16 "**Supervisor**" in a school environment shall mean the school principal.
- 1.17 "**Retirement**" shall mean the act of ceasing to be employed by the Board upon becoming:
 - a) Permanently Disabled.

- b) Eligible for, and accepting, a pension from the Ontario Municipal Employees' Retirement System (OMERS).
 - c) Deceased.
- 1.18 "Support **Staff**" shall mean those employees covered by this Collective Agreement.
- 1.19 "**Union**" shall mean the Ontario Secondary School Teachers' Federation.
- 1.20 "Overtime" shall mean time worked in excess of normal working hours required of the position.
- 1.21 "Employer" shall mean the North Shore Board of Education.
- 1.22 "**Probationary Employee**" shall mean any person who is serving a probationary period as provided for in this Agreement.
- 1.23 "**Lay Off**" shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services. The discontinuation of services may be due to the elimination of a program or programs.
- 1.24 "**Recall**" shall mean the return of an employee(s) who are on Lay Off to the work force as work becomes available.
- 1.25 "**Position**" shall mean a work assignment within a school or workplace.

ARTICLE 2 - PURPOSE AND SCOPE

- 2.1 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 2.2 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation with respect to the **Support Staff** including office and clerical workers, technicians and clerks, teachers' assistants, special education assistants, supply call, noon-hour supervisors, Social Worker/Attendance Counsellor and Speech Pathologist, employed by the Board.

ARTICLE 3 - RECOGNITION

- 3.1 The Board agrees to recognize the Ontario Secondary School Teachers' Federation and the Support Staff Branch of the North Shore Division, District 56 OSSTF as the sole and exclusive representatives authorized to negotiate and to participate in the administration of this Agreement.
- 3.2 The Union recognizes the Negotiating Committee of the Board as the body competent to represent the Board and negotiate on its behalf.
- 3.3 Both the Union and the Board recognize the right of each other to have, if the need should arise during the negotiating process, advisors, agents or any other duly authorized representatives to assist in reaching a Collective Agreement.
- 3.4 The Board recognizes the right of the Support Staff Branch to have OSSTF representatives and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes that it is the function of the Board to manage the affairs of the operation, to hire, to lay off, to suspend, to discipline employees and to direct the working forces of the Board, subject to the terms of this Agreement and in accordance with the statutes and regulations of the Province of Ontario. The Board shall not act in a discriminatory manner. The Board agrees not to discharge or discipline except for just cause. It is recognized that Board policy and past practices shall be adhered to in respect of the employees in this bargaining unit.

ARTICLE 5 - UNION MEMBERSHIP AND FEE DEDUCTION

- 5.1 All employees of the Board covered by this Agreement shall, as a condition of continued employment, become and remain members in good standing of OSSTF according to the constitution and By-laws of OSSTF. The OSSTF shall be the sole judge of the good standing of its members.
- 5.2 All future employees of the Board covered by this Agreement shall, as a condition of continued employment, become members of OSSTF within 30 days of commencing employment with the Board.
- 5.3 The Board agrees to deduct from every employee's wages monthly dues and assessments levied in accordance with the OSSTF's constitution and By-laws, and to remit such monies to the Treasurer of OSSTF 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, work locations, S.I.N. numbers, amounts deducted and number of days worked for all employees from whose wages monthly dues and assessments were deducted.

- 5.4 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.

ARTICLE 6 - UNION RIGHTS

- 6.1 The Union may use bulletin boards provided 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.
- 6.2 The Union shall notify the employer in writing of the names of its representatives as follows: Officers, Bargaining Committee members; Grievance Committee members.
- 6.3 The employer shall provide the Union with all necessary information relating to the following matters for employees with the bargaining unit on a current basis. Such information shall include a list of employees, showing their names, addresses and classifications and date of hire.
- 6.4 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.
- 6.5 The Board agrees to notify the Union, in writing within forty eight (48) hours when an employee covered by this Agreement is promoted, demoted, transferred, receives a warning, is suspended, or is terminated.
- 6.6 The Board shall advise all new employees that a Collective Agreement is in effect and give a copy of the Collective Agreement to the new employee and direct the employee to a Union representative.
- 6.7 The Union Executive shall be advised when an employee covered by this agreement is under review in order that the Union may provide professional assistance/ counselling to a member.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

- 7.1** An employee is entitled, prior to the imposition of discipline, suspension, or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the employee is a danger to themselves or others. The employee shall be accompanied by a Union representative who shall be advised in advance by management of the time and place of the meeting.
- 7.2** Such meetings shall normally be held during working hours and the employee and the Union representative shall each be paid for time spent at such meeting at their normal rate of pay.
- 7.3** Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy within ten (10) days or it shall be rescinded. Any reply by the employee shall become part of his/her record. In subsequent grievance procedures, including arbitration, the employer shall be limited to such grounds.
- 7.4** When a report pertaining to an employee's performance or conduct, which may be detrimental to the employee's standing or advancement with the employer, is placed in that employee's personnel file, the employee shall be given the opportunity within ten (10) days to sign the report in question and the employer may only ask the employee to indicate that the contents have been read.
- 7.5** The record of any disciplinary action shall not be referred to or used against him/her at any time after twenty-four (24) months following such action, provided there have been no additional reports requiring disciplinary action. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified.
- 7.6** Employees in the bargaining unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.

ARTICLE 8 - STRIKES AND LOCK-OUTS

- 8.1** Both parties agree that there shall be no strike by or lock-out of Support Staff during the term of this Collective Agreement. Strike and lock-out shall be as defined in the Ontario Labour Relations Act.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

General

- 9.1 Any difference concerning the interpretation , application, administration or alleged violation of the provisions of this agreement shall be dealt with **as** outlined below.
- 9.2 No individual member or members of the Union or the Board may make a grievance except through or by the appropriate party on her, his or their behalf.
- 9.3 The Board Grievance Committee and the Union Grievance Committee shall be a committee duly appointed by the **Board** and Union respectively to act in that behalf. Each Party may have a maximum of three members.
- 9.4 Each of the parties shall inform the other of the names of the members of the Grievance Committee by the **last** working day of September.
- 9.5 A Grievance may be filed by an individual, group **or** as a policy or Union grievance subject to the provisions of Article **9.2 above**.

Informal Procedure

- 9.6 The **Board** and the Union agree that it is desirable that any disputes or grievances arising out of this **Agreement** should be adjusted **as** quickly **as** possible. Employees are therefore **encouraged** to **settle** these informally with their immediate supervisor as soon after they originate **as** possible. The Supervisor shall answer the grievance **within** five (5) days after having heard the grievance.

Formal Procedure

- 9.7 Where informal **attempts** to resolve **the** matter have failed the following **procedure shall apply**:

Step 1

- 9.8 The Union may, with written concurrence of the member concerned, make written **grievance** to the **Supervisor** provided **it** is submitted within **30 days** of the Occurrence or the date the member is made aware of or **could** reasonably be expected to be aware of the **alleged** violation.
- 9.9 The supervisor shall answer the grievance within five (5) working days after having heard the grievance.
- 9.10 **The grievance shall** contain:
- a) Identification of the article or articles allegedly violated.
 - b) A **description** of **when** the alleged violation took place.

- c) A description of how the alleged dispute or difficulty is in violation of the agreement.
- d) A statement of the facts to support such grievance.
- e) The relief sought.
- f) The signature of the grieved employee and the duly authorized official of the party making the grievance.

Step 2

- 9.11 Failing satisfactory settlement at Step 1 the Union's grievance representative with the written concurrence of the member concerned may submit the grievance to the Director of Education within five (5) days who shall render a decision within five (5) days after the grievance has been heard.

Step 3

- 9.12 Failing settlement at Step 2, the Union's Grievance Committee may submit within five (5) days the grievance to the Board's Grievance Committee through the Secretary of the Board.
- 9.13 The meeting with the Board's Grievance Committee shall take place within ten (10) days of the receipt of the request.

Step 4

- 9.14 Failing satisfactory settlement at Step 3, the Union may refer the grievance to arbitration.
- 9.15 A group grievance shall be filed at Step 2, and a Union or policy grievance at Step 3.
- 9.16 An employee whose presence is necessary at a hearing at any stage of the grievance process shall be available for assignment provided that permission is received in advance from the employer. Such permission shall not unreasonably be withheld.
- 9.17 Where a grievance is to be referred to arbitration, the following procedure shall apply.
- 9.18 The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the arbitration board.
- 9.19 Within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board.
- 9.20 The two (2) appointees so selected shall, within five (5) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the arbitration board.

- 9.21** If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour (or other appropriate body) upon request of either party.
- 9.22** The arbitration board is to be governed by the following provisions:
- 9.23** The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it.
- 9.24** The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson governs.
- 9.25** The fees for the Chairperson of a Board of Arbitration shall be paid by the losing party in the grievance, and such expenditure and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.
- 9.26** The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations
- 9.27** The arbitration board shall not have the power to alter or amend any of the provisions of this agreement.
- 9.28** The parties and the arbitrator shall have access to the employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.
- 9.29** The Board of Arbitration shall have the power to amend the grievance, modify penalties, including discharge and disciplinary penalties, relieve against non-compliance with time limits and take whatever action or make whatever decision it considers just and equitable in the circumstances.
- 9.30** The arbitration board shall have jurisdiction to determine whether a grievance is arbitrable.
- 9.31** Employees whose attendance is required at arbitration and/or grievance hearings shall be paid for regular hours lost while absent from work.
- 9.32** The parties to the grievance shall furnish one another with any documents, notices, forms and names of witnesses to be used in the arbitration.
- 9.33** Time Line

Time lines may be extended if mutually agreed upon in writing at any stage of the grievance/ arbitration proceeding.

ARTICLE 10 - SENIORITY

- 10.1** Seniority is the length of continuous service with the Board.
- 10.2** Copies of the seniority list shall be given to the Union by September 30th and shall be available in each workplace by October 15th.
- 10.3** The employer shall maintain a seniority list arranged by classification from most junior to most senior employee covering full-time and part-time employees. A separate list shall be maintained for hourly employees.
- 10.4** Lists showing the seniority of all employees shall be brought up to date yearly. Any questions as to the accuracy of the seniority dates must be submitted to the Superintendent of Business, in writing, within thirty (30) working days of the posting of the list, following which the dates will be considered to be correct.
- 10.5** Seniority will be considered to have been terminated when an employee:
- a) Tenders his/her resignation. **OR**
 - b) Has their employment terminated; except where an employee is declared redundant and has their employment terminated but subsequently rehired within twenty-four (24) months, such termination shall not be considered a break in service for the purpose of seniority. **OR**
 - c) If an employee is laid off due to lack of work by the Board in excess of twenty-four (24) months. **OR**
 - d) If an employee fails to return to work after the expiration of any leave or vacation without a bona fide reason acceptable to the Board. **OR**
 - e) Retirement.
- 10.6** The following leaves of absences, as approved by the Board will be counted as employment for seniority purposes: maternity (first 17 weeks) plus parental leave of up to 18 weeks for a total of 35 weeks, and approved sick leave absences within the accumulated sick leave entitlement and periods on Long Term Disability Insurance.
- 10.7** All employees covered by this Agreement who have completed their probationary period shall have their names placed on the seniority list based on each employee's last date of hire as adjusted for part-time service and leaves of absence.
- 10.8** Employees with the greatest seniority shall be given consideration outside their classification, in any job vacancy, provided that any such employee is qualified for the position (and that they have the desire to accept the position.)
- 10.9** Employees other than full-time shall have their seniority pro-rated.

ARTICLE 11 - LAY-OFF

- 11.1 Both parties recognize that job security shall increase in proportion to the length of service, therefore the Board agrees that in the event of lay-off, employees shall be laid off in the reverse order of their seniority and where employees are rehired they shall be reemployed in the reverse order in which they were laid off.
- 11.2 The Board shall notify the Union of lay-offs within forty-eight (48) hours of the Board having made a decision to lay-off.
- 11.3 The Board agrees that an employee about to be laid off may bump any employee with less seniority provided that they have the skill and ability and are able to perform the duties of that position in a manner which will not adversely affect the efficiency and effectiveness of the workplace beyond a short term familiarization period of no more than thirty (30) days.
- 11.4 Unless the Employment Standards Act is more favourable to the employees, the Board shall notify employees who are to be laid off fifteen (15) 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 for the days for which work was not made available.
- 11.5 The laid off employee(s) must exercise their bumping rights as soon as possible, but in any event within three (3) working days from the date of notification of the employee of the lay-off. Any other employee(s) so bumped must exercise their bumping rights within three (3) working days of being bumped, and so on. Notification shall be delivered to the employee in person.
- 11.6 Employees who have changed positions under this Article shall have the right to reinstatement in their former position, if such becomes available within two (2) years from the date of accepting the new position. The employee shall be reinstated at the salary step that would have been attained had there been no change in position.
- 11.7 No employee will be laid off due to language requirements which are not essential for the performance of the job.
- 11.8 An employee who has received notification of lay-off shall be eligible for up to two (2) days leave without deduction from sick leave or pay in order to attend interviews for employment subject to operational requirements.
- 11.9 An employee who has been on lay off may continue to participate in the Board's Benefit Plan at his/her expense for up to one year, or until such time as other employment is found, whichever comes first.
- 11.10 Employees who bump into a position with less pay shall have their pay level frozen for one (1) year.

ARTICLE 12 - RECALL

12.1 An employee who has been laid-off shall be called back in order of seniority provided such employees are qualified and can do the work which is available. Recall rights shall not exceed a period of twenty-four (24) months from date of lay-off.

THE FOLLOWING PROCEDURES APPLY:

- a) Notice of recall to work shall be made by registered mail directed to the employee's last known address. **If**, however, an employee is contacted by telephone, telegraph or other reasonable manner, the recall will be confirmed by registered mail.
- b) It shall be the employee's responsibility to notify the Board of their address.
- c) The employee so notified must advise the Board of their intention to return to work within a period not to exceed fifteen (15) days from date of mailing of such notification and the employee must return to **work** within a period of twenty (20) days from such date or make alternative arrangements satisfactory to the Board.
- d) An employee may refuse a recall to a lower rated **job** and not lose seniority **but** will, however, lose any future claim to the job which the employee refused to accept.
- e) An employee may refuse a recall to a job which is anticipated to be less than six (6) months's duration and not lose seniority nor the right to exercise the employee's seniority **for** any subsequent job opening.

12.2 No new employee will be hired until all persons on lay-off have been given an opportunity for recall in accordance with Article 11.1.

12.3 An employee who accepts a position in accordance with this Article shall be reinstated as **though** there **had been no** interruption in service with full rights and benefits.

ARTICLE 13 - CUMULATIVE SICK LEAVE PLAN

13.1 For the purpose of the Cumulative Sick Leave Plan "Employee" shall mean any person employed on a full-time basis working a minimum of 15 hours per week.

13.2 Part-time employees working less than 15 hours per week shall receive 10 sick leave days **per** year. There shall be **no** accumulation of sick leave credits nor shall a retirement gratuity be paid, for part-time employees.

Accumulation

- 13.3** Twenty five (25) days for full-time twelve (12) month employees and twenty-one (21) days for full-time ten (10) month employees, will be credited to each employee's sick leave account annually on the first day of September.
- 13.4** Part-time employees working 15 hours ~~per week~~ or more, will receive sick leave credits pro-rated to the percentage employed to a full-time employee subject to Article 12.1
- 13.5** Credits may be transferred from Cumulative Sick Leave Plans, which are recognized under the Education Act, of other ~~boards~~ or employers, provided no service gratuities were paid.
- 13.6** Employees whose service commences other than at September 1, will have credits added for the period to the following September, according to the following formula; or who cease employment ~~before~~ August 31, will have credits deducted according to the following formula:

$$25 \times \frac{N}{12} \quad \text{"N" being the number of months to the next September 1st}$$

- 13.7** Credits will be allowed to accumulate to a maximum of 250 days.
- 13.8** A statement, indicating credits remaining in the ~~employee's~~ sick leave account, will be forwarded to each employee by September 30th ~~of~~ each year for the previous school year. Any errors or ~~omissions~~, if any, are to be reported to the Superintendent of **Business** by October 30/year, following which the sick leave statement will be considered correct.

ABSENCE (Deduction From Sick Leave Account. Salary Paid)

- 13.9** Absence without ~~loss~~ of salary will be permitted to the limit of credit in the sick leave account for the following reasons:
- 13.10 (05) Personal Illness**
- A doctor's ~~certificate~~ may be required for any absence due to illness.
- 13.11 (10) Attendance at a Funeral**

At the discretion of the Supervisor or his/her designate and in case of ~~them~~ both being absent the Director or his/her designate, an employee may be excused from duty for up to one work day for attendance at a funeral.

13.12 (1 5) Leave to Write Examinations

This covers an absence from duty of an employee to permit the employee to write examinations or trade tests leading to the advancement of the employee's academic ~~or~~ professional qualifications. An absence under this clause shall be for the period of the examination only, plus any ~~required~~ travel time to the place of the examination.

13.13 (2 0) Convocation

For the purpose of attending convocation ceremonies, where a degree, diploma or certificate from a post-secondary institution is being conferred on the employee or his son, daughter, husband, wife, mother or father, 1 day will ~~be~~ granted without salary deduction. Travel time without pay may be applied for under **12.14 (25)**.

13.14 (2 5) Medical Absence

At the discretion of the Supervisor, absence from duty for a maximum of three (3) days in a ~~school~~ year may be granted for a medical or dental appointment for the employee ~~or~~ for the employee's spouse or children in circumstances when the employee must ~~be~~ present.

COMPASSIONATE LEAVE (Deduction from Sick Leave Account. Salary Paid)

13.15 (3 0) Bereavement - Immediate Family

Compassionate leave shall be granted to ~~an~~ employee for up to ten **(10)** work days, at the employee's discretion in the event of the death of the ~~employee's~~ spouse ~~or~~ child.

Where a member of the employee's family other than a spouse or child dies, the employee shall be entitled to up to five (5) work days leave at the employees' discretion. Family shall include father, mother, sister and brother.

Absence of up to but not exceeding three work days will be approved ~~for~~ father-in-law, mother-in-law, sister- in-law, brother -in-law, grandparents, son-in-law, daughter-in-law, and grandchildren.

13.16 (3 5) Illness - Immediate Family

This covers an absence from duty of an employee due to a severe illness in his or her immediate family of up ~~to~~ but not exceeding five work days ~~on~~ any one occasion. When used herein, Immediate family shall include only father, mother, wife, husband, son or daughter.

A severe illness will be considered one involving major surgery ~~as~~ certified by a doctor, or one in which concern is expressed by a doctor for the life of the patient, and the employee shall submit to the Board a doctor's certificate verifying the severity of the illness.

13.17 (4 0) Paternity Leave

This provides up to two days of leave for a father at any time from commencement of labour until two days after the wife is discharged from hospital. Such leave is in lieu of time that might be taken under 12.14 (25) above.

13.18 (4 5) Adoptive Leave

This provides up to two days of leave for the adoptive parent(s) during the week of arrival of the adopted child. Such leave is in lieu of time that might be taken under 12.14 (25) above.

ABSENCE (No Deduction From Sick Leave Account or Salary If The Following Conditions Are Met:

13.19 (5 0) Absence on Board Business

An employee may be absent from his/her duty on Board business when directed to do so. (This will include conventions or conferences when the employee has been officially designated as a delegate by the Board.)

13.20 (5 5) Absence for Jury Duty and Witness

An employee may be absent from duty when called for jury duty or when subpoenaed as a witness but payment received for attendance at court will be paid to the Board.

ABSENCE (Deduction From Sick Leave Account But No Salary Deduction If The Following Conditions Are Met.

13.21 (7 0) Absence as a member of Local Government, Elliot Lake Centre Board of Governors, OSSTF Executive, or other organizations approved by the North Shore Board of Education.

- a) An employee may be absent from duty, with the approval of the Board, when required to attend meetings in connection with an office to which the employee has been elected or appointed. Such absences shall not exceed 3 working days in a school year, and no deduction of salary will be made if the organization in which the employee holds office reimburses the Board for the employee's salary for each such absence. Reimbursement shall be calculated on a daily rate basis.
- b) Should the organization on which the employee serves fail to reimburse the Board, the employee may elect to use the 3 days allotted under 12.14 (25) - Special Absence - for this purpose.
- c) In addition, a further 3 days may be approved with pay deduction, but with O.M.E.R.S. paid by the employee directly to the Ontario Municipal Employees' Retirement System.
- d) The total absence under this clause shall not exceed 6 working days.

13.22 (9 0) Personal Leave

Employees shall be allowed up to one working day per year for absence for personal reasons with no loss of salary or other benefits included in this Agreement. Such leave shall be granted provided the leave can be scheduled by the supervisor without undue **disruption** of the work schedule. Leave under this article will not be granted on the last school day before or the first school day after a holiday or vacation period.

13.23 Sick Leave Realacements

Where an office or clerical employee is absent for one (1) day or more a temporary employee will be called in to fill the position where an undue workload to cover the work of the absent employee is placed on other employees in the workplace as determined by the Supervisor.

13.24 Whenever possible, employees will advise their supervisor of the need to be absent well in advance of the occasion.

ARTICLE 14 - PREGNANCY/SHORT TERM PARENTAL LEAVE

14.1 An employee who intends to take **Pregnancy/Short-Term Parental Leave** shall notify the Board of the dates on which the employee intends to leave and return to active employment. ~~For~~ **Pregnancy Leave** the actual dates may be altered for medical reasons: for **Short-Term Parental Leave** these dates may be altered depending on the case of adoption ~~on~~ the date on which a child becomes available. Such leaves be in accordance with the Employment Standards Act (Ontario).

14.2 On request, in writing, leave of absence without pay beyond that provided under the Employment Standards Act (Ontario) may be granted to an employee on **maternity/adoptive** leave up to a maximum leave of one year (including leave available under the legislation).

14.3 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, including but not limited:

- a) Accumulation of credit for sick leave, seniority, and experience.
- b) Employee benefits

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

Notwithstanding this provision, the employee is subject to ~~seniority/lay-off~~ provisions.

14.5 **PARENTAL LEAVE**

On request, in writing, leave of absence without pay may be granted to an employee at the time of the employee's ~~legal~~ adoption of a child. The Board, in considering a request for any leave of absence in excess of eighteen (18) weeks herein shall give due consideration to any relevant conditions required by the local adoptive agency.

- 14.6 The timing and length of the leave in this Article (to a maximum of seventeen (17) weeks for pregnancy and eighteen (18) weeks for short-term parental) shall ~~be~~ at the discretion of the employee.
- 14.7 Nothing in this Article shall remove from an employee any entitlement under the Employment Standards Act, ~~or~~ this Collective Agreement.
- 14.8 Nothing in this Article precludes an employee from entitlement to sick leave pay if absent because of complications arising out of pregnancy or post delivery recovery prior to ~~or~~ subsequent to pregnancy leave.

V

- 15.1 Union leave shall be granted to representatives ~~of the~~ Union for the purpose of carrying out Union business to a maximum of ten (10) days ~~per~~ year.
- 15.2 Union leave ~~shall~~ be granted to members who ~~serve~~ as Union representatives on Board Committees which are covered during working hours. Such leave shall not reduce the number of days available under Article 15.1
- 15.3 The Board shall be reimbursed for the full cost of salaries for such leaves granted under 15.1 if the employee ~~is~~ replaced.

ARTICLE 16 - EMPLOYEES ON LONG TERM DISABILITY

- 16.1 A member of the Union receiving benefits under Long Term Disability Insurance shall be ~~considered~~ to be on leave of ~~absence~~.
- 16.2 A member on LTDI Leave of Absence remains ~~an~~ employee with the Board throughout the period of the leave and maintains the rights of a member under the terms of the Collective Agreement.
- 16.3 Any member on LTDI shall be subject to the ~~surplus/redundancy~~ procedures during the period of leave.
- 16.4 Upon termination of the LTDI Leave of Absence, the member shall return to his/her previous ~~position~~ or a comparable one within the Board in the same community at time of commencement of the Leave, subject to the ~~surplus/~~ redundancy procedures.

ARTICLE 17 - PERSONA UC A1

- 17.1 A personal or education leave of absence shall be granted by the employer to an employee in accordance with the conditions of this article.
- 17.2 A leave of absence granted under this article shall be without salary but shall be with benefits as provided in Article 19.13 and any other rights and benefits that would otherwise accrue to the employee unless otherwise stated.
- 17.3 Seniority and sick leave will not continue to accumulate during the period of the leave of absence but will be maintained, until the employee returns, at the levels accrued to the employee at the working day immediately prior to the start of the leave.
- 17.4 The period of leave granted shall be greater than three (3) days but not greater than one year.
- 17.5 An extension of up to one (1) year may be granted to the employee with the approval of the employer upon written request of the employee received by the employer not less than three (3) months prior to the end of the original leave. Such approval will not be unreasonably withheld.
- 17.6 At the end of the period of the leave of absence or its extension, the employee will return to the Same position held by the employee immediately prior to the commencement of the leave of absence if it still exists, or to a comparable position, if it does not. If the employee has applied and been appointed to another position with the employer during the period of the leave of absence, the employee shall return to work in that position.

ARTICLE 18 - STATUTORY HOLIDAYS / VACATIONS.

- 18.1 All full-time, twelve month employees are entitled to eleven statutory holidays which are as follows: New Year's Day, ~~Good~~ Friday, Easter Monday, Victoria Day, Dominion Day, ~~Civic Holiday~~, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 18.2 Heritage Day or one Floater holiday in addition to the eleven (11) statutory holidays under item 18.1. This day or any other statutory holiday which ~~falls~~ on a legal school day shall be taken ~~at~~ a time mutually agreeable to the employee and the supervisor and such approval shall not unnecessarily be withheld.
- 18.3 Ten month employees will receive nine (9) paid statutory holidays. (The above except for Dominion Day and Civic Holiday). In addition, Heritage Day or any other statutory holiday which falls on a legal school day shall be taken at a time mutually agreeable to the employee and the supervisor and such approval shall not unnecessarily be withheld.

18.4 Part-time employees will receive the part-time rate **for** the statutory holiday and will be eligible for payment for the number of days according to the provisions of 18.2 and 18.2.

Vacations

18.5 All holidays are based on the completion of one full year with the North Shore Board of Education by June 30th.

18.6 Employees with less than one year's service - vacation is based on:

$$\frac{N}{12} \times 10 - \text{"N" being the number of months worked}$$

18.7 **Holiday Schedule**

| <u>Length of Service</u> | <u>12 Month Employees</u> | <u>10 Months Employees</u> |
|--------------------------|---------------------------|----------------------------|
| 1 year | 2 weeks | 4.0% |
| 2 years | 3 weeks | 6.0% |
| 3 years | 3 weeks | 6.0% |
| 4 years | 3 weeks | 6.0% |
| 5 years | 3 weeks | 6.0% |
| 6 years | 3 weeks + 1 day | 6.4% |
| 7 years | 3 weeks + 2 days | 6.8% |
| 8 years | 3 weeks + 3 days | 7.2% |
| 9 years | 3 weeks + 4 days | 7.6% |
| 10 years | 4 weeks | 8.0% |
| 11 years | 4 weeks + 1 day | 8.4% |
| 12 years | 4 weeks + 2 days | 8.8% |
| 13 years | 4 weeks + 3 days | 9.2% |
| 14 years | 4 weeks + 4 days | 9.6% |
| 15 years | 5 weeks | 10.0% |
| 16 years | 5 weeks + 1 day | 10.4% |
| 17 years | 5 weeks + 2 days | 10.8% |
| 18 years | 5 weeks + 3 days | 11.2% |
| 19 years | 5 weeks + 4 days | 11.6% |
| 20 years + | 6 weeks | 12.0% |

18.8 Ten (10) month full-time employees' annual vacation pay shall be calculated as per Article 18.7.

18.9 Hourly and daily rated employees other than 18.8 above shall be paid 4.0% of gross earnings for year ended June 30th on the last pay date in June.

18.10 Paid Vacation

- a) All ten (10) month full-time employees shall receive paid vacation depending on the years of service in accordance with Article 18.7 to be taken during the Christmas and March Breaks, where applicable.
- b) If the employee is entitled to additional vacation pay after taking into consideration (a) above, the balance owing will be paid with the June salary payment.

18.11 Time of Vacation - 12 Month Employees

- a) All employees will be granted the vacation period preferred by the employee, subject to the approval of the supervisor. Preference and choice of vacation dates shall be determined by seniority of service with the Board where two or more employees request the same vacation dates and the request cannot be fulfilled.
- b) Where an employee wishes to take their full entitled vacation period, such request must be made sixty (60) days prior to the taking of said vacation. This request may not be unreasonably withheld.
- c) Where a statutory holiday falls during an employee's scheduled vacation period, the employee shall be granted an extra day's vacation to be taken either at the beginning or the end of the vacation period, or at the **employee's discretion**.

ARTICLE 19 - EMPLOYEE BENEFITS

19.1 The Board is not the insurer of ~~employee~~ benefits. The terms of the insurer contract shall prevail at all times. Any changes ~~imposed~~ by the insurers may be made by the Board if necessary to protect the interests ~~of~~ the insured after consultation between parties. The Board agrees to contribute the premiums as indicated for the following benefits: Hospital Insurance Plan, Extended Health Care Plan, Dental Plan, Basic Group Life and Accidental Death and Dismemberment Insurance.

19.2 Enrolment in Plans:

The Health Insurance Plans are normally a condition ~~of~~ employment for all eligible staff. However, an employee may waive coverage if covered by a spouse elsewhere. For those employees employed on a basis other than full-time, the Board's share of contributions towards all fringe benefits will be **pro-rated** in the proportion the employee's service has to full-time service **based** on Article 19.3.

19.3' Eligible Employees

A continuous full-time employee is one who works the length of time required to fulfil the duties of the position, normally 35 hours per week or 30 hours per week,

A part-time employee is an employee who works the length of time required to fulfil the duties of the position, and must work the equivalent of 17 1/2 or 15 hours per week (half-time) to be considered eligible to participate in the Employee Benefit Plan.

19.4 Hospital Insurance Plan

The Board will contribute 100% of the cost of the premium in the Ontario Hospital Insurance Plan. Every employee will be enrolled in this plan, unless he/she is enrolled under his/her spouse's coverage.

19.5 Extended Health Care Plan

The Board will contribute 100% of the cost of premiums for the above plan which includes drugs, hearing, vision and private hospital. Vision Care - \$200.00 maximum on glasses, replacement every two years.

19.6 Dental Plan

The Board will contribute 100% of the premium cost of the plans listed below. The dental plan will pay the increase in dental fees one month after the current O.D.A. schedule has been adopted by the Ontario Dental Association.

| | |
|-----------------------------|----------|
| Basic Tri-Care | "T" Plan |
| Periodontal Tri-Care | "B" Plan |
| Orthodontic Tri-Care | "M" Plan |
| Denture & Partial Tri-Care | "C" Plan |
| Inlay Crow and Fixed Bridge | "I" Plan |

The anniversary date of the Dental Plan is September 1st.

Co-insurance clauses under the present agreement will be increased to 60% paid by the Board effective September 1, 1991.

19.7 Group Life Insurance

The Board will pay 100% of the cost of the premium of providing a Basic Life Insurance Plan in the amount of \$100,000 for all full-time employees and \$50,000 for all part-time employees in the employ of the Board, effective September 1, 1991.

19.8 Optional Additional Group Life Insurance - PLAN 1

Optional Additional Group Life Insurance will be made available to each employee. Employees applying for Optional Insurance for the first time or to increase Optional Insurance may be required to provide health statements, to determine eligibility. Such coverage will be ~~at~~ the employee's expense and ~~at~~ the group rate. Optional Insurance will be available in the following amounts:

| <u>FULL-TIME EMPLOYEES</u> | <u>PART-TIME PL</u> |
|----------------------------|---------------------|
| \$ 40,000 | \$ 20,000 |
| 50,000 | 25,000 |
| 90,000 | 45,000 |
| 100,000 | 50,000 |

The maximum insurance available to each full-time employee including Basic and Optional is \$200,000 and \$100,000 for each part-time employee.

19.9 Optional Life Insurance - Plan 2

An employee and/or their spouse may add additional Optional Life Insurance of up to eight (8) units of \$25,000 to a maximum of \$200,000. Such additional insurance will be at the employee's expense and at the rate established by the insurance carrier. An employee or spouse will be required to provide a Health Statement to determine eligibility to the insurer.

19.10 Optional Spousal Insurance

Employees may add up to \$10,000 Life insurance for their spouse and \$5,000 per child ~~at~~ the employee's own expense on a payroll deduction plan administered by the Board.

19.11 Accidental Death and Dismemberment

The Board will pay 100% of the cost of the premium of providing Accidental Death and Dismemberment Insurance to the total of the Basic Life Insurance provided by the Board. The employee will pay the cost of this coverage for any optional insurance purchased by the individual employee.

19.12 Disability Income

The employee will contribute 100% of the premium cost of a Disability Income Plan. The plan will be through the Ontario Teachers' Insurance Plan (O.T.I.P.) on a Board administered payroll deduction plan.

19.13 Retention of Benefits

All benefits shall be maintained in force in accordance with the agreement until superseded by a new agreement.

The parties agree that an employee who is :

- a) absent from duty because of illness and whose sick leave credits have **expired**, or is
- b) receiving Long Term Disability, **or** is
- c) on leave of absence without pay for a period of up to two years but not whilst otherwise employed unless with the written permission of the underwriter shall be entitled to retain coverage of benefits by **prepaying** the relevant premiums for the applicable period(s).
- d) **All** benefits shall be maintained in force during any period of strike or lock-out provided the **O.S.S.T.F.** immediately assume obligation for the payment of the total contribution for all benefits **for** the duration thereof.

19.14 In the event of the death of an employee covered under the Dental and Extended Health Care, coverage will be continued for a period of **60** days for the qualifying surviving **member(s)** of the family.

19.15 Upon retirement on a recognized pension from the Ontario Municipal Employees' Retirement Pension Plan, employees may continue to be entitled to coverage under the Board's Health and Insurance Plans in effect at date of retirement. The cost of such coverage to be borne by the **Board** for a period of five (5) years or to age **65**, whichever is **less**. A member may elect to continue coverage (above) at the employee's **cost** after five (5) years to age **65**.

19.16 In the event of the death of an employee, with family coverage for extended Health and Dental, such coverage may be continued by **the** spouse to age **65** **at** the group rate. The cost of such coverage is to be borne by the spouse.

ARTICLE 20 - OMERS PENSION PLAN

20.1 All eligible employees must enrol in the Ontario Municipal Employees Retirement Pension Plan (**OMERS**) upon employment with the North **Shore** Board of Education.

20.2 The employee shall contribute to the Plan based **on** the formula established by **OMERS**. The **Board** shall contribute **an** equal amount **as** per the **OMERS** Regulations.

20.3 All full-time employees and part-time employees working 15 hours per week or more are eligible to participate in the **OMERS** Pension Plan.

ARTICLE 21 - SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB)

- 21.1 This plan, which the Board will file, is to supplement the Unemployment Insurance benefits received by employees for unemployment caused by approved maternity or adoptive leave in accordance with the U.I.C. regulations in effect.
- 21.2 In any week, benefits payable under the Plan are an amount which when combined with gross Unemployment Insurance benefits and other earnings, equals seventy-five percent (75%) of the employee's normal weekly earnings.
- 21.3 The duration of the benefit shall be up to 17 weeks.
- 21.4 The duration of the plan shall coincide with the duration of the Collective Agreement.
- 21.5 Employees not entitled or disqualified from receiving Unemployment Insurance benefits are ineligible for Supplemental Unemployment Benefits.
- 21.6 The plan shall be financed from the Board's general revenues. Supplemental Insurance Benefits will be kept separate from payroll records.
- 21.7 The employee must provide the Board with proof that they are eligible for Unemployment Insurance Benefits during the approved leave.
- 21.8 The Board will inform the Canada Employment and Immigration Commission of any change in the plan within 30 days of the effective date of change.

ARTICLE 22 - HIRING PROCEDURES

Job Postings

- 22.1 Immediately the Board becomes aware that new jobs are about to be created, or when vacancies occur, the Board will notify the Union in writing and post notice of the position in all of the Board's offices (school and administration) for five (5) working days in order that all employees will know of the position and be able to make written application for same. Employees will receive consideration as per clause 10.8.
- 22.2 The internal posting shall include the following information: job classification, location, full-time or part-time, starting date, specific education or other skills required and person application to be directed to.
- 22.3 If no employee applies, the position will then be advertised outside the Board.

- 22.4** Internal applicants will be interviewed prior to any other applicants.

The Board reserves the right to determine the skills of any employee of the bargaining unit by means of standardized testing. This pertains to employees applying for a position which involves a change of classification within the bargaining unit.

For the purpose of this clause, Kindergarten and Special Education Assistants shall be considered one grouping, and Secretary I, II, III, shall be considered as one grouping.

- 22.5** Where a posted job description is changed, the Board will repost the position in accordance with Articles 22.1 and 22.2.

- 22.6** Where an employee has the ability to do the job and meets the qualifications for the job, the employee will be given a ninety (90) day trial period. If the employee wishes he/she may be transferred back to their original job classification and rate. If such a transfer causes a less senior employee to become laid off, such employee shall then be subject to the lay-off procedure. The position left open by such transfer back shall be subject to the posting procedure.

- 22.7** Copies of internal postings will be mailed to redundant employees for a period of two (2) years after being declared redundant.

Notification

- 22.8** The successful applicant and the Union will be notified within ten (10) working days of the close of the posting date.

- 22.9** The Board will advise the unsuccessful applicants in writing within ten (10) days after the position is filled, and the right of the employees to grieve shall flow from the date on which they are so advised.

Temporary Vacancy

- 22.10** A vacancy created by the absence of an ill or disabled employee shall be filled and treated as a temporary vacancy within thirty (30) days of the employee's absence. After 30 days of employment, the employee will be classified as a probationary employee.

Temporary Transfer

- 22.11** When employees are asked to perform work outside their regular classification, for a period exceeding three days, they shall receive the rate of the job or their own regular earned rate, whichever is greater.

Teacher Assistants who replace the regular teacher who is absent for a temporary period shall be paid a salary rate of \$125.44 for each day the teacher is absent.

ARTICLE 23 - HOURS OF WORK

- 23.1** For employees working in the Board's offices (school and administration), and libraries, the normal hours of work shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours, each Monday to Friday inclusive.
- 23.2** For teacher's aides the normal hours of work shall be thirty (30) hours per week worked in five (5) days of six (6) hours, each Monday to Friday inclusive or fifteen (15) hours per week worked in five (5) days of three (3) hours, each Monday to Friday inclusive, either morning or afternoon.
- 23.3** For noon-hour and bus loading supervisors the normal hours of work shall be five (5) hours a week worked in five (5) days of one (1) hour, each Monday to Friday inclusive. At Rackhaven School for Exceptional Children the noon-hour supervisors' normal hours of work shall be one and one-half (1 1/2) hours per day or seven and one-half (7 1/2) hours per week. Supply call, shall be paid at the rate of seven (7) one and one-half (7 1/2) hours per week.
- 23.4** Teachers' Professional Activity Days shall be considered work days for teacher assistants unless the teacher assistant wishes to have the day off in lieu of a floater or without pay.

Overtime

- 23.5** Overtime shall be paid at the rate of equal time off or at the rate of 1 1/2 times the employee's hourly rate at the option of the employee. It is further recommended that overtime be strictly controlled and that administration will organize work so that overtime will be kept to a minimum.
- 23.6** Approval of the immediate supervisor is required before overtime work can be undertaken.
- 23.7** For twelve (12) month employees the summer hours shall be 8:30 a.m. to 3:30 p.m. daily, with regular breaks and lunch hour in effect provided the time (40) hours is made-up during the other ten (10) months of the year. The hours during Christmas Vacation shall be 8:30 a.m. to 3:30 p.m. for twelve (12) month employees.

ARTICLE 24 - TEMPORARY EMPLOYEES

- 24.1** The Board may hire temporary employees for temporary work, provided there are no employees on the recall list willing and able to perform the work. The Union will be advised and informed of the duration of such temporary work if known by the Board.
- 24.2** In the case of student employees hired as replacements during the summer vacation period, it is agreed that the temporary time limit will be extended until the need for vacation replacements has ended.

- 24.3 Students hired on summer programs will not carry out duties on a full-time basis normally performed by union employees.
- 24.4 Temporary employees shall be subject to the provisions of the Collective Agreement after thirty (30) days.
- 24.5 A **list** of previously trained employees will be maintained for replacement or overload. The list shall be updated ~~on an~~ annual basis.

ARTICLE 25 - BREAKS

- 25.1 Each employee shall be entitled to a fifteen (15) minute break in the morning and the afternoon ~~or an equivalent thereof~~ away from the employee's work station. Such breaks shall not interfere with the efficient running of the workplace.

ARTICLE 26 - WORKERS' COMPENSATION

- 26.1 It is agreed that when an employee is eligible for and receives approval of payment of Workers' Compensation, the days **lost** will be deducted from the employee's sick leave in the proportion that the compensation benefit refund is less than the salary paid by the **Board**.
- 26.2 It is agreed that when ~~an~~ employee is eligible for and receives approval of a claim by the Workers' Compensation Board of Ontario:
- a) The Workers' Compensation payment shall be remitted to ~~the~~ Board,
 - b) The employee shall receive full pay from the **Board**.
 - c) There shall be ~~proportional~~ deduction of Sick Leave **Credits** from the employee as in number 26.1 above.

ARTICLE 27 - EARLY RETIREMENT INCENTIVE/RETIREMENT

27.1 Early Retirement Incentive Plan

- 27.2 The **Board** may offer an Early Retirement Incentive Plan in order to protect a position for ~~an~~ employee declared redundant.

27.3 The Incentive Plan will be offered according to the following criteria:

27.4 An employee to whom the plan is offered will:

- a) be at least 55 years of age in the calendar year in which early retirement is to take effect;
- b) have 10 years or more experience with this Board;
- c) be at maximum in his/her salary classification.

27.5 The financial incentive shall be the greater of

- a) 30% of the redundant employee's current salary to a maximum of \$15,000, or
- b) the amount saved by the Board by calculating the difference between the salary payable to the employee declared redundant and that payable to the employee opting for the Early Retirement Incentive Plan, to a maximum of \$15,000.00.

27.6 The incentive shall be paid over a period of three (3) years, or until age 65, whichever comes first. Payment will be made in equal instalments over a three (3) year period.

27.7 The provision of the Plan in any year will be at the discretion of the Board. Intention to offer the Plan will be advertised during April, and employees may apply for consideration, or the Board may make a proposal to individuals up to May 15.

Retirement

27.8 Retirement will occur at the next normal termination date for employment following the employee's sixty-fifth (65) birthday.

27.9 "Retirement" shall mean the act of ceasing to be employed by the Board upon becoming

- a) Permanently disabled.
- b) Eligible for, and accepting, a pension from the Ontario Municipal Employees' Retirement System (OMERS).
- c) Deceased.

27.10 Retirement Gratuity Plan (OMERS)

When an employee retires on a recognized pension (OMERS), the employee will be paid an amount equal to the employee's wages or other remuneration for one-half of the number of days standing to the employee's credit, and in any event, not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment.

Upon the death of an employee, the employee's estate will be paid an amount equal to the sick leave credit gratuity that would have been paid to the employee if the employee had retired on the date of his/her death.

The retirement gratuity will be calculated upon the following formula:

$$\frac{1}{2} \times \text{salary} \times \frac{\text{S.L.C.}}{250}$$

Where "S.L.C." represents the number of days credit in the sick leave account and "Salary" represents the employee's salary in the year the employee retires.

- 27.11 All employees must be in the employ of the Board for a minimum of five (5) years to be eligible for a retirement gratuity.

ARTICLE 28 - PART-TIME EMPLOYMENT

- 28.1 A part-time employee means an employee employed by the Board on a regular basis for other than full-time duty.
- 28.2 Applications by full-time employees requesting part-time employment may be granted by the Board.
- 28.3 Written application of full-time employees requesting part-time employment must be submitted no later than April 30th.
- 28.4 Employees requesting a return to full-time employment must apply in writing to the Board no later than April 30th to be effective the following school year. An application to return to full-time employment shall be granted by the Board.

ARTICLE 29 - JOB SHARING

- 29.1 A request by two individual employees to participate in a job-sharing plan will be given consideration by the Board.
- 29.2 Employees working on a job-sharing basis would be subject to the terms and conditions of part-time employees as outlined in various sections of this agreement.

ARTICLE 30 - PROFESSIONAL DEVELOPMENT

- 30.1 The Board shall establish an annual Professional Development budget in the amount of **\$3,500** for support staff.
- 30.2 The Union will establish a Committee to approve Professional Development Conferences or programs (excluding Union business) for support staff.
- 30.3 The Union shall notify the Superintendent of Business of the name, conference being attended, and monies approved from the Professional Development budget for each conference approved by the Professional Development Committee.
- 30.4 The Board shall forward a copy of any Professional Development Conference notification it receives to the Union.
- 30.5 Employees covered by this Collective Agreement may organize one **(1)** Professional Activity Day on days designated as Professional Activity days for teachers.
- 30.6 Employees may attend one additional activity event at their own expense subject to operational requirements.

ARTICLE 31 - SALARY SCHEDULE

Ten (10) Month Salary Schedule - September 1, 1993 to August 31, 1996

| 31.1 Classification | Probation | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> |
|-----------------------------------|-----------|---------------|---------------|---------------|---------------|
| Kdgn't. Ass't. | 16,771.06 | 17,453.81 | 17,453.81 | 17,453.81 | 17,453.81 |
| Special Ed. Ass't. | 16,997.29 | 17,680.05 | 18,362.81 | 18,362.81 | 18,362.81 |
| Secretary I | 20,934.92 | 21,624.07 | 22,313.21 | 23,002.36 | 23,692.28 |
| Secretary II | 21,537.72 | 22,226.87 | 22,916.01 | 23,605.16 | 24,294.31 |
| Secretary III | 22,226.87 | 22,916.01 | 23,605.16 | 24,294.31 | 24,983.45 |
| Technician I | 23,217.81 | 23,906.95 | 24,596.10 | 25,285.25 | 25,974.39 |
| Technician II | 24,381.42 | 25,070.56 | 25,759.72 | 26,448.86 | 27,138.00 |
| Office Supervisor | 24,381.42 | 25,070.56 | 25,759.72 | 26,448.86 | 27,138.00 |
| ===== | | | | | |
| Social Worker/ Att. Counsellor | 30,000.00 | 31,500.00 | 33,000.00 | 34,500.00 | 36,000.00 |
| Speech Pathologist | 37,000.00 | 39,250.00 | 41,500.00 | 43,750.00 | 46,000.00 |

| | | |
|-------------|-------------------------|--------------------|
| 31.2 | <u>Hourly Employees</u> | <u>Hourly Rate</u> |
| | Noon Hour Supervisor | 17.33 |
| | Supply Telephone Clerk | 26.00 |

31.3 Twelve (12) Month Salary Schedule - September 1, 1993 to August 31, 1996

| <u>Classification</u> | <u>Probation</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> |
|-------------------------|------------------|---------------|---------------|---------------|---------------|
| Secretary I | 26,915 | 27,801 | 28,687 | 29,573 | 30,460 |
| Secretary II | 27,690 | 28,576 | 29,462 | 30,348 | 31,234 |
| Secretary III | 28,576 | 29,462 | 30,348 | 31,234 | 32,120 |
| Plant Secretary | 28,909 | 29,795 | 30,681 | 31,567 | 32,453 |
| Technician I | 29,850 | 30,736 | 31,622 | 32,508 | 33,394 |
| Technician II | 31,346 | 32,232 | 33,118 | 34,004 | 34,890 |
| Accounting Clerk | 30,238 | 31,124 | 32,010 | 32,896 | 33,782 |
| Office Supervisor | 31,346 | 32,232 | 33,118 | 34,004 | 34,890 |
| Payroll/ & Trans. Coord | 42,089 | 43,196 | 44,304 | 45,412 | 46,519 |
| ===== | | | | | |
| Social Worker | | | | | |
| Att. Counsellor | 36,000 | 37,800 | 39,600 | 41,400 | 43,200 |
| Speech Pathologist | 44,400 | 47,100 | 49,800 | 52,500 | 55,200 |

- 31.4** All new employees of the Board, other than temporary or casual, shall be probationary employees until they have successfully completed three months of continuous employment with the North Shore Board of Education.
- 31.5** That in establishing the initial salary of an employee, consideration may be given for previous experience in similar type of work, but in no case will the adjustment exceed two increments. The employee will be paid at the probationary salary rate and if probation is completed satisfactorily, the employee will receive credit for previous experience at the end of the probationary period.
- 31.6** After completion of the probationary period, the employee must be recommended to the Board for permanent employment by the Supervisor to continue as an employee with the North Shore Board of Education. Where a recommendation is not forthcoming, reasons for this decision must be submitted in writing by the Supervisor to the employee and the Union.

31.7 Allowance for Experience - Inside the Board

- a) Employment changes within the Board that take place with no change in classification will result in the employee receiving full credit for previous experience with the Board.
- b) Employment changes within the Board where there is a change of classification, the employee's experience within the Board's employ will be recognized to a maximum of two years.

31.8 Annual increments will be paid on the satisfactory completion of the first full year of employment with the Board and annually thereafter until the maximum salary is reached.

31.9 Method of Payment

All full-time employees and teacher assistants of the North Shore Board of Education will receive their salary payments by direct deposit to a chartered bank of their choice.

- a) An advance equal to approximately 50% of net pay on the 15th of the month or the last legal business day prior to the 15th if it falls on a day other than a legal business day.
- b) The balance less the advance and required deductions on the last legal business day of the month.
- c) Where a two week March Break is included in the school calendar of the North Shore Board of Education. salary payments will be made in accordance with clause (a) or (b).

31.10 If an employee terminates employment with the Board prior to June 30th of any school year, the salary will be adjusted to the number of days worked plus statutory holidays and vacation pay.

31.11 Experience for purposes of salary increments and vacations will be measured from date of employment.

31.12 Monthly Salary Calculation 10-Month Employees

The total salary calculated under Schedule 31.1 above will be adjusted for the number of holidays other than statutory holidays during the Christmas and March Breaks as per Article 18.7. The total salary plus paid vacations will be divided by 10 to calculate the monthly salary.

31.13 The salaries for Social Worker/Attendance Counsellors and Speech Pathologist under Articles 31.1 and 31.3 include vacation pay.

31.14 The daily rate of pay shall be calculated by dividing the annual salary under 31.1 and 31.3 by the legal working days plus statutory holidays for the period September to August/year.

ARTICLE 32 - SEVERANCE PAY

- 32.1 All full-time employees who have one (1) year or more of continuous employment and who are laid off will receive one (1) week's pay per year of service payable at the employee's option subject to clauses 2, 3 and 4 below.
- 32.2 Severance pay may be held in abeyance up to a maximum of two years during which time the employee maintains all rights and privileges under the contract.
- 32.3 If an employee exercises his/her option to receive severance pay, all rights and privileges are terminated at the date of payment.
- 32.4 An employee must give thirty (30) days' notice of his/her intention to exercise the severance pay option. Payment will be made at the next regular month-end payroll after notification.

ARTICLE 33 - CONTRACTING OUT

- 33.1 The Board shall not contract out work normally done by members of the Union without prior consultation with and consent of the Union.

ARTICLE 34 - SUPERVISORS AND BARGAINING UNIT WORK

- 34.1 Supervisors shall not perform bargaining unit work except in the case of instruction, emergency, investigation, inspection, experimentation or information.

ARTICLE 35 - COPIES OF AGREEMENT

- 35.1 Copies of this agreement shall be provided by the employer in sufficient numbers for each employee within thirty (30) days of the signing of this agreement.

ARTICLE 36 - JOB DESCRIPTION RECLASSIFICATION

- 36.1 Classifications are listed in Article 41.
- 36.2 The Board and the Union will mutually agree to any amendments to existing job descriptions or newly created positions and any changes to the classification system.
- 36.3 Where the parties cannot agree, a mutually acceptable, independent referee, who is experienced in job evaluation shall be appointed.
- 36.4 Where the parties cannot agree on a choice of referee within 15 days, then the Minister of Labour of Ontario shall be requested to appoint a person who is experienced in job evaluation.

- 36.5** The referee shall hear and review the dispute, render a written decision within a reasonable time. Such decision shall be final and binding upon the parties and any employee affected by it.
- 36.6** The cost of the referee shall be paid equally by both parties.
- 36.7** Job descriptions and classifications shall be attached hereto and shall form part of this agreement as Article 36.

ARTICLE 37 - STAFFING

- 37.1** Staffing patterns will be in accordance with Board Policy #101 as delineated by Board Motion 47/91 dated April 29, 1991 during the term of this collective agreement.

ARTICLE 38 - PREPAID LEAVE PLAN

38.1 Purpose

The Prepaid Leave Plan has been developed to afford employees in the bargaining unit the opportunity of taking a leave of absence of between six months and one year, and to finance the leave through deferral of wages in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave, or as per Article 38.8 (a).

38.2 Eligibility

Any employee in the bargaining unit having three years' seniority with the Board is eligible to participate in the Plan in accordance with the conditions set out in this Article.

38.3 Application

An employee who qualifies as above must make written application to the Director of Education at least three months in advance of the proposed commencement date of participation in the Plan, requesting permission to participate in the Plan setting out the deferral program as requested.

38.4 Leave

The length of the leave shall not exceed one year.

38.5 Written Agreement

The Board and the employee shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

38.6 Financial Provision

The leave may be taken in one of the years 3, 4 or 5 of an individual's five year plan.

38.7 Prior to the Leave

- a) During the years of the Plan in which salary is deferred, the employee will be paid 80% of the salary plus allowances that would normally be paid in accordance with the collective agreement in effect.
- b) 20% of the salary plus allowances that would normally be paid during this time will be withheld by the Board. The Board will open an account in the employee's name and credit the amount withheld and interest accrued. For example, the type of account would be a Royal Bank Calculator or equivalent.
- c) During these years before the leave, the employee fringe benefits shall be maintained by the Board and employee concerned, in accordance with the collective agreement then in effect, as if the employee were receiving 100% salary.
- d) In accordance with the OMERS Act, Pension contributions should be as set out in the Act.
- e) Interest earned on deferred amounts shall be taxable to the employee on a current basis.

38.8 During the Leave

- a) During the year of the leave until the employee's salary credit under the plan is depleted, the Board will pay the employee 80% of the salary with allowances that would normally be paid in accordance with the collective agreement then in effect. During this time interest will accrue.
- b) During the leave, the employee shall not receive any remuneration other than the salary deferred and reasonable fringe benefits.
- c) The employee is responsible for applying and making all arrangements for OMERS for the year of leave, and for the full cost of fringe benefits. Fringe benefits under the Board's insurance plans will be provided only if the carriers agree. If agreeable to the participant, the accumulation may include the cost of fringe benefits in order to cover the year of absence.

38.9 Assignment on Return

- a) On return from leave, a participant will, subject to the application of the layoff and displacement provisions of the agreement during the period of leave, be assigned to the position the employee held prior to the leave.
- b) If the employee still has salary credit under the plan, it will be paid in a lump sum, or as agreed between the Board and the employee.

38.10 Additional Conditions and Terms of Reference

- a) During the year of leave, experience increments, sick leave credits, and years of employment will not accrue. However, seniority will continue to accrue, and the Board will grant payment for one (1) year's related experience ~~for~~ the year's leave of absence provided the year has been spent in a manner considered of benefit to the employee's duties with the Board. The determination of the relatedness of the experience will be at the discretion of the Board.
- b) An employee may apply in writing to the Board to withdraw from the plan, or to defer the year of leave to another time, any time prior to March 1 of the year in which the leave was to commence. Such application shall request payment of credits accumulated under ~~the~~ plan (in which case they will be paid in a lump sum 60 days from the date of the application for their refund), or request that the leave apply in a later year with the deferment of salary continuing, ~~or~~ otherwise ~~as~~ may be mutually agreed between the employee and the Board.
- c) Should an employee die while there is a credit accumulated under the plan, this credit shall be paid to the employee's estate.
- d) ~~Income~~ tax will be deducted on amounts paid to the employee during any year, subject to income tax regulations in effect for ~~that~~ year.
- e) During the year of leave the employee ~~is~~ free of any obligation of service to the North Shore Board of Education.
- f) All funds deferred must be paid to the employee by the end of the first taxation year commencing after the end of the deferral period.

ARTICLE 39 - STAFF RELATIONS COMMITTEE

- 39.1 There shall ~~be~~ a Staff Relations Committee consisting of three (3) members appointed by the Employer and three (3) members appointed by the Union.
- 39.2 The Committee shall meet as required at the request of the Union executive or of the Employer.
- 39.3 The Committee is ~~not~~ designed to ~~by-pass~~ or eliminate any of the rights of grievance as granted under this Agreement, but is designed to provide another avenue for mutual discussion of problems that may arise in ~~the~~ operations of the Board's schools and work locations.
- 39.4 Meetings of the Committee shall take place during normal working hours and shall ~~be~~ considered time worked unless otherwise mutually agreed between the Employer and the Union.

ARTICLE 40 - TERMS OF THE AGREEMENT

- 40.1 This agreement shall be effective September 1, 1993
- 40.2 It shall remain in effect until August 31, 1996.
- 40.3 It shall be automatically renewed thereafter or until a new agreement is reached.
- 40.4 The parties agree to meet for the purpose of negotiating a new agreement no **less** than ninety (90) days prior to the expiration of this agreement.

ARTICLE 41 -CLASSIFICATIONS

KINDERGARTENASSISTANT
SPECIAL EDUCATION ASSISTANT

- SECRETARY I
 - Elementary Secretary
 - Co-op Education Secretary
 - Receptionist/Secretary - Board
 - Special Education Secretary
 - Attendance Telephone Clerk
- SECRETARY II
 - **Attendance Secretary - Secondary**
 - Secondary Secretary
- SECRETARY III
 - Senior Elementary Secretary
 - Guidance Secretary - Secondary
 - Adult Education Secretary

PLANT SECRETARY

- TECHNICIAN I
 - Audio Visual - Elementary
 - Library - Secondary
 - Library/Audio Visual - Secondary
- TECHNICIAN II
 - Computer/Audio Visual - Maintenance & Repair

ACCOUNTING CLERK

OFFICE SUPERVISOR

**PAYROLL & TRANSPORTATION
COORDINATOR**

**SOCIAL WORKER/ATTENDANCE
COUNSELLOR**

SOCIAL WORKER

SPEECH PATHOLOGIST

HOURLY EMPLOYEES

**NOON-HOUR SUPERVISOR
SUPPLY TELEPHONE CLERK**

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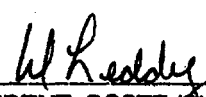
DATED AT ELLIOT LAKE, THIS 9TH DAY OF NOVEMBER 1994

ON BEHALF OF THE NORTH SHORE
BOARD OF EDUCATION


IN WITNESS WHEREOF THE ONTARIO
SECONDARY SCHOOL TEACHERS'
FEDERATION HAS EXECUTED THIS
AGREEMENT ATTESTED BY THE
SIGNATURES OF THE AUTHORIZED
REPRESENTATIVES



CHAIR OF NEGOTIATING COMMITTEE

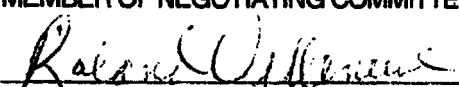


PRESIDENT, OSSTF (SUPPORT STAFF
BRANCH, DISTRICT 56, NORTHSORE
DIVISION)



MEMBER OF NEGOTIATING COMMITTEE

CHIEF NEGOTIATOR



MEMBER OF NEGOTIATING COMMITTEE



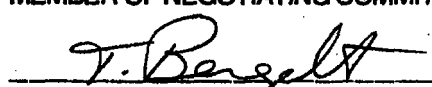
CHAIR OF NEGOTIATING COMMITTEE

MEMBER OF NEGOTIATING COMMITTEE



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MEMBER OF NEGOTIATING COMMITTEE

MEMBER OF NEGOTIATING COMMITTEE

MEMBER OF NEGOTIATING COMMITTEE



CHAIRMAN OF THE BOARD

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DIRECTOR OF EDUCATION & SECRETARY
OF THE BOARD