

# **AGREEMENT**

**Between**

**THE RENFREW COUNTY CATHOLIC DISTRICT  
SCHOOL BOARD  
(hereinafter called the "BOARD")**

**and**

**THE CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 103  
(hereinafter called "COPE")**

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**EFFECTIVE FROM**

**January 1<sup>st</sup> 2004 to December 31<sup>st</sup> 2005**

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## **PREAMBLE**

This Agreement is a record of the terms and conditions of employment that were settled through collective negotiations between the Board and the employees represented by the Canadian Office and Professional Employees Union, Local 103.

## **GLOSSARY**

**"Board"** means the Renfrew County Catholic District School Board.

**"employee"** is defined as a person employed by the Renfrew County Catholic District School Board and governed by the terms of this Agreement.

**"permanent full-time employee"** is defined as an employee hired to a permanent position by the Board where the employee is scheduled to work at least twenty eight (28) hours per week ten (10) or twelve (12) months per year. It is understood and agreed that this definition is applicable to the Seniority Article only.

**"permanent part-time employee"** is defined as an employee hired to a permanent position by the Board where the employee is scheduled to work less than twenty eight (28) hours per week ten (10) or twelve (12) months per year. It is understood and agreed that this definition is applicable to the Seniority Article only.

**"temporary employee"** is an employee who:

- a) replaces a permanent employee who is temporarily absent for a period of time in excess of twenty (20) consecutive, regularly scheduled working days, but less than twelve (12) consecutive regularly scheduled working months or
- b) works in a position classified as temporary for a period of time less than six (6) months.

Any extension of the above periods shall only be with the approval of the Union. The Union agrees that approval will not be unreasonably withheld.

## **GLOSSARY (Continued)**

It is understood and agreed that a temporary employee will not become a permanent employee unless that employee is the successful candidate for a job posting for a permanent position.

**"casual employee"** is an employee who is hired on a day-to-day basis, and who does not work in the same position or replace the same permanent employee for more than twenty (20) consecutive, regularly scheduled working days.

**"experience allowance"** means a salary allowance granted to an employee in recognition of past experience in the same position.

**"increment"** means the same as experience allowance when it refers specifically to an allowance for experience gained by an employee while employed by the Board during the year immediately preceding the current year.

**"occupational grouping"** is defined as the occupational grouping of job positions, specifically:

- (i) Warehouse and Delivery Personnel;
- (ii) Board Office Administrative Support Staff (Receptionist/Clerk Typist, Secretary (Special Projects/H&S, Office of Director), Clerk with Responsibilities, Manager's Secretary, Secretary to the Manager of Plant Services, Supervisor of Purchasing Services);
- (iii) School Secretaries, Head School Secretary,
- (iv) Educational Assistants, Campus Youth Worker, Educational Interpreter, Native Elementary Guidance & Social Counsellor;
- (v) School and Attendance Counsellors;
- (vi) Communication Disorders Facilitator;
- (vii) Network Specialist, Micro-Computer Technician, Audio Visual/Computer Technician.

## **GLOSSARY (Continued)**

**"predecessor boards"** means the Renfrew County Roman Catholic Separate School Board and all boards that were combined to form the Renfrew County Roman Catholic Separate School Board. It is understood and agreed that the following boards and schools are deemed to be included in the definition of predecessor boards: the Pembroke District Catholic High School Board, the Renfrew St. Joseph's High School Board, Rivercrest Catholic School, École catholique Colonel Forbes and École secondaire catholique Jeanne-Lajoie.

**"probation period"** the Board requires a **six (6)** month probationary period for all new permanent employees. The probationary period of an employee may be extended for a further period **of** not more than ninety (90) days with the agreement of the Union. Such agreement shall not be unreasonably withheld. Notwithstanding any other provision in this Agreement, the Board may dismiss **an** employee who is on probation at its sole discretion, provided that such discretion shall not be exercised in bad faith.

**"salary classification"** is defined as the grouping of job positions which are compensated by the same salary grid.

**"school year"** means September 1st to August 31st.

## **ARTICLE 1 - PURPOSE**

### **1.01**

The general purpose of this Agreement is to establish and maintain positive collective bargaining relations between the Board and the Union and to provide a mechanism for the prompt and equitable resolution of differences, and to establish and maintain mutually satisfactory working conditions, for all employees who are subject to the provisions of this Agreement.



## **ARTICLE 2 - RECOGNITION**

### **2.01 - Bargaining Unit**

The Board recognizes the Canadian Office and Professional Employees' Union (COPE) as the sole bargaining agent for all office, clerical and technical employees of the Renfrew County Catholic District School Board in the County of Renfrew save and except for:

- managers;
- persons above the rank of manager;
- Payroll Supervisor;
- Computer Systems Co-ordinator;
- Executive Assistant to the Director of Education and Recording Secretary;
- Executive Secretary to the Superintendent of Education;
- Executive Secretary to the Superintendent of Business Services;
- Human Resources Assistant & Secretary to the Manager of Human Resources Services;
- Pastoral Animators;
- employees engaged in maintenance, service and plant operations who, if eligible, would be covered by a subsisting collective agreement;
- students employed on work experience or on a co-operative education program;
- students employed during school vacation periods;
- Bus and Yard Supervisors;
- Bus Monitors;
- Noon Hour Supervisors;
- all employees for whom any trade union held bargaining rights as of June 10, 1993;
- Health & Safety and Plant Services Officer;
- Finance Officer;
- Finance Clerk.

The Parties agree that for the purposes of clarity the term office, clerical and technical includes administrative staff, educational interpreter, educational assistants, school secretaries, communication disorders facilitators, Native Elementary Guidance and Social Counsellors, warehouse persons, delivery persons, school and attendance counsellors and campus youth workers.

## **ARTICLE 3 - APPLICABILITY OF AGREEMENT ARTICLES**

### **3.01 - Casual Employees**

It is understood by the Parties that the following Articles and Clauses will not apply to casual employees:

- a) Article 15 - Seniority
- b) Article 16 - Layoff
- c) Article 17 - Bumping
- d) Article 18 - Recall
- e) Articles 20 (Sick Leave), 21 (Pregnancy/Parental Leave), 22 (Other Leave), 23 (Career Development Leave) & 24 (Deferred Salary Leave)
- f) Article 25 - Paid Holidays
- g) Article 28 - Experience
- h) Article 32 - Pension Plan and Retirement Gratuity Benefits
- i) Article 33 - Insurance Plans
- j) Article 34 – Temporary Employee Payment in lieu of Eligibility for Insurance Plans

### **3.02 - Temporary Employees**

It is understood by the Parties that the following Articles and Clauses will not apply to temporary employees:

- a) Article 15 - Seniority
- b) Article 16 - Layoff
- c) Article 17 - Bumping
- d) Article 18 - Recall
- e) Articles 20 (Sick Leave), 22 (Other Leave), 23 (Career Development Leave) & 24 (Deferred Salary Leave)
- f) Article 32 - Pension Plan and Retirement Gratuity Benefits
- g) Article 33 - Insurance Plans

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01**

All managerial rights are retained by the Board and remain exclusively and without limitation within the rights of the Board, except as, and to the extent specifically modified by this Agreement.

## **ARTICLE 5 - JOB SECURITY**

### **5.01 - Work in the Bargaining Unit**

Persons whose jobs, paid or unpaid, are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit which would result in lay-off or reduction in regular working hours of a permanent employee or permanent employees, except in cases mutually agreed upon by the Parties.

### **5.02 - Contracting Out**

In order to provide job security for present permanent employees, the Board agrees not to contract out work that would result in the loss of employment or reduction in the regular hours of work of permanent employees presently employed.

The Board may contract out surplus or special work that cannot be performed by the present staff.

## **ARTICLE 6 - INFORMATION**

### **6.01 Board Minutes**

A copy of the Minutes of the Board's meetings shall be mailed to the President and the Secretary of the Union, with the normal distribution.

### **6.02 Board Policy Manual and Staff Listing**

a) The Board shall provide the updated changes to the Board's Policy Manual to the President of the Union no later than October 15th of each school year.

b) The Board shall provide a draft copy of the confidential "School Administrative, Academic and Support Staff" document to the President of the Union no later than October 15th of each year and the final updated version after it has been compiled and is ready for distribution.

### **6.03 Bulletin Boards**

The Board shall provide access to existing bulletin boards so that all employees will have access to them and upon which the Union may post notice of meetings or other information pertinent to the affairs of the Union.

## **ARTICLE 7 - COLLECTIVE AGREEMENT**

### **7.01 - Changes in Agreement**

This Agreement may be amended by mutual consent, in writing, of the two Parties at any time during the life of this Agreement.

### **7.02 - Duration and Renewal**

This Agreement shall be effective from January 1<sup>st</sup> 2004, where practicable, and shall remain in effect until December 31, 2005 and from year to year thereafter without change, unless written notice of a desire to bargain is given by either Party within the period of 3 months before the expiry date of the term of the Agreement.

### **7.03 - Agreement Distribution**

a) The Board shall provide each new employee with a copy of the current collective agreement at the time of documentation or with the first employee information and payroll change form.

b) Each employee shall receive a copy of the Agreement within forty-five (45) days of the signing of this Agreement by the Board and the Union.

## **ARTICLE 8 - HUMAN RESOURCES' INFORMATION**

### **8.01 Access to Personnel File**

Upon giving prior written notice to the Manager of Human Resources Services, an employee shall be allowed to review their personnel file in the presence of the Manager of Human Resources Services or designate. Such access time will be scheduled by the Manager of Human Resources Services. The employee shall have the right to respond in writing to any document contained therein.

### **8.02 - Employee Documentation**

All employees are required to provide to the Board's Human Resources Services Department written up-to-date information with respect to current address and telephone number, When requested official verification of previous work experience, educational documents, and other pertinent documents and information must be supplied by new employees, and current employees if required for change of position or pay plan.

## **ARTICLE 9 - UNION RIGHTS**

### **9.01 - Union Membership**

All employees of the Board covered by this Agreement shall become and remain Union members in good standing of the Union according to the Constitution and By-laws of the Union.

### **9.02 - Check-off of Union Dues**

a) From the first day of hire the Board agrees to deduct from the pay cheque of each employee in the Bargaining Unit, all dues, initiation fees and special assessments chargeable by the Union. All moneys so deducted shall be forwarded to the Secretary-Treasurer of the Union, no later than the 15th day of the month following the month in which the deductions were made, together with a list of employees, and their home addresses, for whom deductions were made, and the amounts of each deduction, The list shall also contain the names of newly hired or terminated employees, since the previous list.

b) The Union shall provide, in writing, a list of the amount of such dues, initiation fees and special assessments and shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues, initiation fees and special assessments by the Board pursuant to this Article.

c) Income Tax (T-4) slips shall reflect the amount of dues paid by each employee.

### **9.03 - Union Stewards**

a) The Board acknowledges the right of the Union to appoint or select no more than fifteen (15) steward representatives, plus three (3) Chief Stewards.

b) The name and jurisdiction of each steward representative and committee member shall be given to the Board in writing.

### **9.04 - Communications**

All correspondence between the Parties shall pass between the Manager of Human Resources Services or designate and President of the Union or designate.

## **ARTICLE 9 - UNION RIGHTS (Continued)**

### **9.05**

The Union shall have the right to have the assistance of a Central Ontario Council Union Representative when dealing with or negotiating with the Board.

### **9.06 - Time off for Committee Meetings**

Union members on Board or joint committees, with the approval of the supervisor, will be permitted during working hours, without loss of pay, to leave regular duties to attend to committee duties. Such approval shall not be unreasonably withheld.

## **ARTICLE 10 - DISCIPLINE AND DISCHARGE**

### **10.01**

a) No employee shall be disciplined or discharged without just cause. It is understood and agreed that a lesser standard shall apply for the dismissal of an employee who has not completed the probationary period.

b) The normal pattern of disciplinary action shall be as follows:

- (i) oral reprimand;
- (ii) written reprimand;
- (iii) suspension; and
- (iv) discharge.

However, any of the above steps may be omitted as a result of the seriousness of the offence.

c) When an employee is disciplined they shall **be** advised promptly, in writing, by the Board of the reasons for such action, The disciplinary action shall form part of the employee's file along with the employee's reply, should one be forwarded to the Board.

d) The Board recognizes that an employee has the right to have a Steward or designate present during formal discipline meetings involving written reprimands, suspensions with or without pay and dismissal.

## **ARTICLE 10 - DISCIPLINE AND DISCHARGE (Continued)**

e) Any disciplinary action recorded in an employee's file shall be destroyed after two (2) years have elapsed since the disciplinary action was taken unless the prior disciplinary record sets out conduct which is of a similar or related nature to the current conduct for which the employee is being disciplined. Notwithstanding the above, any evidence relating to disciplinary action or other action taken by the Board as a result of child abuse or sexual misconduct shall remain on the employee's file indefinitely.

f) Documentation of a disciplinary nature shall not be placed in an employee's file without their prior knowledge.

## **ARTICLE 11 - DISCRIMINATION AND HARASSMENT**

### **11.01 - No Discrimination**

There shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wages, rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of the employee's membership or non membership or activity or non activity in the Union.

### **11.02 - Harassment**

The Board and the Union agree that every employee has a right to freedom from harassment in the workplace. Any employee covered by this Agreement who feels the victim of harassment shall have the right to seek redress in accordance with either the grievance procedure or the relevant Board policy.

## **ARTICLE 12 - WORK HOURS, BREAKS, OVERTIME & RELATED MATTERS**

### **12.01**

Nothing in this Collective Agreement shall be construed as guaranteeing a minimum or maximum hours of work or a minimum or maximum number of months of work.

### **12.02 - Work Week of Permanent Full-Time Employees**

The regular work week for permanent full-time employees consists of at least twenty eight (28) hours per week and not more than thirty five (35) hours per week and **up** to seven (7) hours per day, Monday to Friday, exclusive of unpaid meal periods. It is understood and agreed that this definition is applicable to the Seniority Article only.

### **12.03 - Work Week of Permanent Part-Time Employees**

The regular work week for permanent part-time employees consists of up to seven (7) hours per day, but less than twenty eight (28) hours per week, Monday to Friday, exclusive of unpaid meal periods. It is understood and agreed that this definition is applicable to the Seniority Article only.

### **12.04 - Work Year**

The work year shall be established for the following occupational groupings:

- a) 12 months per year: Warehouse and Delivery Personnel, Board Office Administrative Support Staff, 12 month School Secretaries, Head School Secretary, Micro-Computer Technician, Audio Visual/Computer Technician, Network Specialist.
- b) 10 months per year: 10 month School Secretaries, Educational Assistants, Campus Youth Worker, Educational Interpreter, Native Elementary Guidance & Social Counsellor, School & Attendance Counsellors, Communication Disorders Facilitator.

### **12.05 - Paid Rest Periods**

- a) Full-time employees will be permitted a fifteen (15) minute rest period, at approximately the mid-point of each half of the normal scheduled day.



**ARTICLE 12 - WORK HOURS, BREAKS, OVERTIME & RELATED MATTERS (Continued)**

b) A part-time employee, working continuously for a period of three and one half (3.5) hours will be entitled to a fifteen (15) minute rest period as above.

**12.06 - Unpaid Lunch Periods**

a) Full-time employees shall have a minimum thirty (30) minute, uninterrupted, free from supervisory duties, unpaid lunch break to be scheduled at approximately the mid-point of the working day.

b) Part-time employees, working more than five (5) consecutive hours, must have an unpaid lunch period as described above.

**12.07 - Daily Hours of Work**

a) Normal Daily Hours

The normal daily hours of work shall be from 8.30 a.m. to 4.30 p.m. with a one hour unpaid uninterrupted lunch period.

It is understood and agreed that the School Principal or the Supervisory Officer as applicable can modify the normal daily hours for Educational Assistants to meet the specific needs of the exceptional child (children) whom they assist. It is also understood that the School Principal or the Supervisory Officer as applicable may reduce the unpaid uninterrupted one hour lunch period to a one half hour unpaid uninterrupted lunch period.

It is understood and agreed that the Supervisory Officer can modify the normal daily hours for School & Attendance Counsellors and Communication Disorders Facilitators to enable the employee to perform the duties of the job position.

It is understood and agreed that the operational requirements of the Transportation Department necessitate that the office be manned from 7:30 a.m. to 5:00 p.m. and the operational requirements of the Plant Department necessitate that the office be manned from 7:00 a.m. to 4:30 p.m.

**ARTICLE 12 - WORK HOURS, BREAKS, OVERTIME & RELATED MATTERS (Continued)**

b) Summer Hours

Summer hours of thirty two and one half (32.5) hours per week shall commence on the first working day of July and end on the second Friday prior to Labour Day. It is understood and agreed that an employee's wages shall not be reduced on account of the implementation of summer hours. The Board agrees to consult with the Union on changes to the schedule of summer hours.

c) Staggered Hours

The Board may, subject to operational requirements, authorize requests for alternate work schedules whereby the duration of the lunch period as well as the starting and finishing time for employees may vary from the normal daily hours.

d) Flex Time

The Board may, subject to operational requirements, authorize alternate work schedules for part-time employees whereby the duration of each work day may differ providing the total time worked per day does not exceed seven (7) hours.

e) Banked Time

- (i) Banked time is time worked in excess of the regularly required daily hours in order to take time off, in direct proportion to that accumulated, at the rate of regular time.
- (ii) At all times, the regular number of working hours for the day must be completed before banked time can be accumulated.
- (iii) Time off due to illness or medical appointments in excess of one (1.0) hour will be the difference between the regularly scheduled work hours for that day and the actual hours worked.

## **ARTICLE 12 - WORK HOURS, BREAKS, OVERTIME & RELATED MATTERS (Continued)**

- (iv) In a situation of severe inclement weather the Director or designate may give approval for those employees who choose to, to leave early. On such days the employee, before leaving the school/office, must have worked more than the required number of regularly scheduled hours for the day to be eligible to be credited with banked time on that particular day. The same ruling is applicable to employees who voluntarily choose to participate in a Board approved function such as a “Staff Golf Social”, etc.
- (v) Only time worked in multiples of one-half (0.5) hour periods will be authorized as eligible banked time. Similarly, when an employee uses their banked time, only multiples of one-half (0.5) hour periods shall be authorized and deducted from the accumulated banked time of the employee.
- (vi) Time worked is not to exceed 44 hours in any one-week period.
- (vii) Banked time is to be earned and to be taken off at a mutually agreeable time between employee and management. Banked time must be accumulated in advance of being used. Exceptions will be at the discretion of the appropriate supervisor.
- (viii) Sick leave can not be claimed on a day on which an employee is off on previously arranged banked time.

### **f) Authorization and Consent**

Written authorization from the appropriate Manager/Principal/Supervisory Officer and the written consent of the employee is required in advance of commencing to work/earn/take Staggered Hours, Flex Hours and/or Banked Time as on the appropriate form.

### **12.08 - Overtime**

#### **a) Definition**

- (i) All time worked beyond the normal scheduled day (7 hours), the normal scheduled week (35 hours), or on a recognized holiday, shall be considered **as** overtime and paid at rates of time and one half (1.5).

**ARTICLE 12 - WORK HOURS, BREAKS, OVERTIME & RELATED MATTERS (Continued)**

(ii) **Overtime on Statutory Holiday**

All hours worked on a Statutory Holiday up to seven (7) hours shall be paid at the rate of time and one-half. All hours in excess of seven (7) hours on the Statutory Holiday will be compensated at double (2T) time.

b) **Approval**

Overtime must be approved in writing in advance by the Board on the appropriate Overtime Form.

c) **Overtime for Part-time Employees**

Part-time employees working less than seven (7) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on holidays and regular days off.

d) **Call Back Pay**

Any employee recalled to work after the completion of their normal work schedule, without prior notification, shall be compensated a minimum of three (3) hours at the applicable overtime rate.

e) **Reporting: Pay**

An employee who is prescheduled to work outside and non contiguous to their regular working hours shall be paid for a minimum of two (2) hours at the applicable overtime rates, and shall be paid from the time the employee leaves home to report for duty until the time the employee arrives back home upon proceeding directly from work.

f) **Payment of Overtime**

(i) **Remuneration**

Remuneration of an employee's overtime payments will normally be added to the employee's pay cheque.

**ARTICLE 12 - WORK HOURS, BREAKS, OVERTIME & RELATED MATTERS (Continued)**

(ii) Time Off in Lieu of Cash

Upon the request of an employee, and with the consent of the Board, equivalent compensatory time off in lieu of cash may be granted for overtime worked. Such time off is to be scheduled at a mutually agreed time.

g) Overtime shall not be used in order to enable reductions in the workforce (layoffs).

**12.09 - Educational Assistant Supervision Duty**

When an Educational Assistant is assigned a supervision duty by the Principal for one or more exceptional pupils who require constant supervision, the Educational Assistant will not be expected to assume additional supervisory duties during that time period.

**12.10 - Two or More Positions**

Notwithstanding Clauses 12.03 (Work Week of Permanent Part-Time Employees) and 12.08 (Overtime) an employee who is hired to work in two or more different positions and/or units will not be eligible for overtime payment until the employee has worked in excess of 44 hours per week (Monday to Friday).

**12.11 - Professional Activity Days**

a) Part time educational assistants are expected to attend the proportion of a Professional Activity Day which is equivalent to the proportion that the educational assistant's employment bears to a full time educational assistant's employment. It is understood and agreed that alternate arrangements may be made with the approval of the School Principal.

b) It is understood and agreed that if a part time educational assistant is required by his or her Principal to attend all of a Professional Activity Day the part time educational assistant shall be compensated at the employee's option by pay or time in lieu for all hours in attendance.

**ARTICLE 13 - JOB POSTINGS (PERMANENT/TEMPORARY POSITIONS) & TRANSFER REGISTRY (PERMANENT POSITIONS)**

**13.01 - Notice**

Subject to redundant permanent employees' recall rights, when a vacancy in a permanent full or part time position or in a temporary position of more than three (3) calendar months duration occurs within the bargaining unit and the position is to be filled, or when a new permanent full or part time position or temporary position of more ~~than~~ three (3) calendar months duration is created within the bargaining unit and the position is to be filled; the Board shall post notice of the position in its offices and its schools for a minimum of five (5) working days. The Board may advertise externally at its discretion.

**13.02 - Job Posting Information**

The job posting shall contain the following information: nature of the position, location, qualifications, wage or salary range.

**13.03**

An applicant who wishes to apply for a posted position shall submit a written application within the timelines in the job posting.

**13.04 - Filling Posted Positions**

In filling any posted position under this Agreement, the Board shall base its decision on the applicant's qualifications, and ability to perform the duties of the position. If the qualifications and ability are relatively equal, the Board shall select the candidate with the most seniority. It is understood and agreed that the Board will not consider other applicants, unless there are no applicants who are permanent employees or temporary employees from within the bargaining unit during the time of the posting or unless the permanent or temporary employees from within the bargaining unit during the time of the posting do not have the qualifications or ability to perform the duties of the position.

**13.05**

Unsuccessful applicants shall have the right to a debriefing meeting with a member of the selection committee regarding their candidacy for the position. Such requests should be made in writing to the Manager of Human Resources Services within two weeks of the notification of the results of the competition,

**ARTICLE 13 - JOB POSTINGS (PERMANENT/TEMPORARY POSITIONS) & TRANSFER REGISTRY (PERMANENT POSITIONS)  
(Continued)**

**13.06**

During July and August, the Board agrees to post all bargaining unit vacancies in all open work locations for ten (10) working days and to advertise such vacancies in at least one (1) local newspaper where the positions are located.

**13.07**

The Board shall provide the Union President with a copy of the job postings for all Board positions and the names of all successful applicants to posted positions.

**13.08 - Transfer Registry**

The Board agrees to establish a registry to enable permanent employees to record an interest in a transfer to a specific location or locations. The following will be the procedures:

- a) A permanent employee wishing to express interest in a transfer to a specific location or locations must do so in writing to the appropriate Supervisory Officer on or before March 31st.
- b) The Registry List shall become null **and** void on September 30th each year. Permanent employees, wishing to have their names appear on the list for a further one year period, must reapply.
- c) When a vacancy occurs in a location where a permanent employee has registered interest, the Board shall notify said permanent employee of said vacancy.

## **ARTICLE 14 - TEMPORARY POSITIONS**

### **14.01 - Notice of Vacancy**

Temporary positions of more than three (3) months duration shall be posted and filled as set out in Article 13 – Job Posting and Transfer Registry. Upon termination of such temporary positions, the employee shall return to the employee's own job position. The temporary vacancy created by a permanent employee accepting the temporary assignment or temporary position shall be posted. Subsequent vacancies need not be posted or filled as set out in Article 13 – Job Posting and Transfer Registry. It is understood and agreed that the Board may make appointments to fill such resulting temporary assignments or temporary positions.

## **ARTICLE 15 - SENIORITY**

### **15.01 - Seniority for the period up to & including August 31, 1999**

Seniority is defined as the length of continuous service, including periods of approved leave without pay, in the Bargaining Unit from the most recent date of hire as a permanent full time or part time employee and, where appropriate records are available, shall include continuous service with the Board, or its predecessor boards prior to June 10, 1993.

Seniority will be pro-rated for part-time and 10 month employees on the basis of months worked.

### **15.02 - Seniority for the period commencing September 1, 1999:**

a) Seniority is defined as the length of continuous service in the Bargaining Unit from the most recent date of hire as a permanent full-time or part-time employee. It is understood and agreed that seniority shall not accumulate during long-term personal leave which exceeds 30 consecutive calendar days, but shall accumulate during other Board authorized leaves.

b) Permanent 10 month and 12 month full-time employees who work their assigned work year shall be credited with one (1) year's seniority.



## **ARTICLE 15 – SENIORITY (Continued)**

- c) Permanent 10 month and 12 month part-time employees who work at least twenty eight (28) hours per week and who work their assigned work year shall be credited with one (1) year's seniority.
  
- d) Permanent 10 month and 12 month part-time employees who work less than twenty eight (28) hours per week and who work their assigned work year shall be credited with one half (0.5) year's seniority.
  
- e) Temporary employees who are hired to a permanent position with the Board shall be credited with seniority from the date of hire as a temporary employee provided that there has not been a break in employment between the temporary position and the permanent position. For ten (10) month positions July and August are not considered to be a break in employment.

### **15.03 - Seniority Lists**

The Board will maintain seniority lists by Occupational Groupings, showing each employee's name, the date on which the employee's seniority commenced, the Salary Classification and the employee's seniority, On April 30 of each year the Board will revise the seniority lists and provide copies of the revised lists to the Union and post on bulletin boards. Any errors or discrepancies on the seniority lists must be communicated in writing to the Manager of Human Resources Services by May 31 of each year.

### **15.04 - Probation**

Newly hired probationary employees shall not attain seniority rights until they have completed the probationary period. Upon satisfactory completion of the probationary period, the employee's name shall be added to the existing seniority list, showing the seniority date as the date of hire.

## **ARTICLE 15 – SENIORITY (Continued)**

### **15.05 - Temporary Assignment to Non-Union Positions**

The selections and promotions of employees to Board positions outside the bargaining unit are not governed by this Agreement. In the event an employee is or has been temporarily assigned to a non-Union position and is returned to a vacant position with the bargaining unit within twelve (12) months, the employee shall be credited with the additional seniority accrued during the period they were employed outside the bargaining unit.

### **15.06 - Termination of Seniority**

Seniority shall terminate when an employee:

- a) terminates their employment for any reason;
- b) is discharged and not reinstated through the grievance or arbitration procedures;
- c) is laid off for a period of longer than twenty-four (24) consecutive months;
- d) fails to return to work within seven (7) days of being recalled after a lay-off unless through sickness or other just cause; or
- e) is promoted or hired to a permanent non-union position.

## **ARTICLE 16 - LAY-OFF OF PERMANENT EMPLOYEES**

### **16.01 - Definition**

LAY-OFF means a period of at least one week in which a permanent employee receives less than one-quarter of the wages the permanent employee would earn at their regular rate in a regular non-overtime work week, unless the permanent employee,

- a) was not able to work or not available for **work**;
- b) was subject to disciplinary suspension; or
- c) was not provided with work by the Board by reason of any strike or lock-out occurring at the employee's place of employment or elsewhere.

## **ARTICLE 16 - LAY-OFF OF PERMANENT EMPLOYEES (Continued)**

REDUNDANCY is defined as a reduction in a position in part or full. Declarations of redundancy shall not be necessarily on a system-wide basis. A system-wide decrease in hours does not constitute a redundancy.

The Parties agree that it is the Board's exclusive right to determine and modify from time to time as may be necessary, staff complement and to implement lay-offs and recalls and to hire new employees, subject only to the conditions in this Article.

### **16.02 - Lay-off Procedure**

In the event of a lay-off of employees becoming necessary in any Salary Classification, the lay-off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority, within an Occupational Grouping and at the same Salary Classification, provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications and ability to do the work available. When two or more employees have equal seniority, qualifications and ability shall govern. When all criteria are equal, selection for lay-off will be conducted by a lottery process.

## **ARTICLE 17 - BUMPING RIGHTS OF PERMANENT EMPLOYEES**

### **17.01**

Employees subject to layoff as a result of the provisions of the Layoff Article shall have the right to bump on the following basis and in the following order.

- a) The displaced employee may bump the employee with the least seniority at the same Salary Classification within the same Occupational Grouping providing the employee doing the bumping has the necessary qualifications, ability and willingness to perform the work involved.

**ARTICLE 17 - BUMPING RIGHTS OF PERMANENT EMPLOYEES  
(Continued)**

- b) When the displaced employee is the employee with the least seniority at the same Salary Classification within the same Occupational Grouping where the position was declared redundant, that employee may bump the employee with the least seniority on the next lower Salary Classification within the same Occupational Grouping providing the employee doing the bumping has the necessary qualifications, ability and willingness to perform the work involved.

In such cases the employee will not suffer loss of salary and will be salary protected while employed in the lower Salary Classification for the greater of six months or the remainder of the school year.

- c) Failing steps (a) and (b), the displaced employee may proceed in sequence down through the Salary Classifications until the employee reaches such a level where the employee can bump the employee with the least seniority on a lower Salary Classification within the same Occupational Grouping providing such an employee exists, and the employee doing the bumping has the necessary qualifications, ability and willingness to perform the work involved.

**17.02**

A maximum of one time bumping per employee per redundancy will be permitted. Full-time employees may bump full-time employees. Employees who are full-time as a result of being employed in two half-time positions, may bump part-time employees in order to maintain their full-time status, or employ Clause 17.01.

**17.03**

There shall be no partial bumping within Occupational Groupings. Therefore, an employee, who has part of their position declared redundant, will be required to make a decision whether to retain the portion of their position that was not made redundant, or to exercise their bumping rights in accordance with Clauses 17.01 and 17.02.

**ARTICLE 17 - BUMPING RIGHTS OF PERMANENT EMPLOYEES  
(Continued)**

**17.04**

Part-time employees may not exercise bumping rights in order to attain a position of a higher percentage of full-time equivalent than the position declared redundant.

**17.05**

Employees who intend to exercise their bumping rights shall notify the Manager of Human Resources Services in writing within seven (7) working days of the date the lay-off notice was issued. The notice to bump may be sent through the mail, courier, or by fax and the original must follow by mail. Providing the employee wishing to utilize their bumping rights meets the requirements for displacement, the Manager of Human Resources Services then will provide official notification to the employee who is to be displaced.

**17.06**

In accordance with the Employment Standards Act, employees who elect not to exercise their bumping rights may be deemed to have refused reasonable alternative employment, thereby, forfeiting all entitlements to notice, severance pay, and recall.

**ARTICLE 18 - RECALL RIGHTS OF PERMANENT EMPLOYEES**

**18.01**

No new permanent employee will be hired until a employee who is on lay-off from the relevant Salary Classification and who still retains recall rights has been given an opportunity for recall at an equivalent or lower Salary Classification within the same Occupational Grouping provided that such an employee has the qualifications, ability and willingness to do the job duties of the vacant position.

**ARTICLE 18 - RECALL RIGHTS OF PERMANENT EMPLOYEES  
(Continued)**

**18.02**

The right of recall for redundant employees shall terminate twenty four (24) months after their last day of employment with the Board as an employee in a permanent position. Employees recalled within the twenty four (24) month period shall maintain the seniority they had at the date of the lay-off, and their continuous service with the Board shall not be broken by their period of non-employment due to redundancy. Employees recalled within the twenty four (24) month period shall maintain the sick leave credits they had at the date of the lay-off, provided the sick leave credits have not been used in any subsequent temporary employee assignment.

**18.03**

The following steps shall be followed in recalling redundant employees to permanent positions:

- a) The Manager of Human Resources Services shall offer the redundant employee an available position by telephone, by courier or by personal delivery.
- b) The redundant employee, within seven (7) calendar days of the date of offer, shall advise the Manager of Human Resources Services in writing of his or her decision to accept or reject the offer.
- c) If the redundant employee fails to reply within the time specified or does not accept the offer, the right of recall shall be forfeited.

**18.04**

In accordance with the Employment Standards Act, a redundant employee who refuses an offer of reasonable alternative employment with the Board forfeits any entitlement to severance pay and eligibility to remain on the recall list. An advertisement of a position does not constitute an offer.

**ARTICLE 18 - RECALL RIGHTS OF PERMANENT EMPLOYEES  
(Continued)**

**18.05**

Provided that permanent employees who are on lay-off and have the qualifications, ability and willingness to do the job duties of a temporary employee assignment, in the laid off employee's Salary Classification, such employees shall be given preference for such temporary employee assignments and shall not lose their recall rights as a result of any such assignments.

**18.06**

A laid off permanent employee with recall rights who accepts a temporary employee assignment shall have the following benefits:

- a) credit for salary purposes based on the experience the employee had at the date of the lay-off;
- b) entitlement to participate in the Board's group insurance plans in Article 33 – Insurance Plans;
- c) access to the sick leave credits accumulated at the date of the employee's lay-off; and
- d) compassionate leave in accordance with Clause 22.01 (c) and 22.03 of the Leave Article.

It is understood and agreed that accepting and working in a temporary employee assignment will not extend the 24 month period of recall.

**ARTICLE 19 - TECHNOLOGICAL CHANGE**

**19.01**

In this Clause "Technological Change" means the introduction by the Board of equipment or material of a different nature than that previously utilized that will result in major changes in the employment status or working conditions of permanent employees.

## **ARTICLE 19 - TECHNOLOGICAL CHANGE (Continued)**

### **19.02**

Both Parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Board's operations. Where technological change is to be implemented, the Board will seek reasonable ways and means of minimizing adverse effects on permanent employees which might result from such changes.

### **19.03**

The Board agrees to provide as much advance notice as is practicable and not less than ninety (90) days written notice to the Union of the introduction or implementation of technological change.

### **19.04**

As soon as reasonably practicable after notice is given under Clause 19.03 above, the Board shall discuss with the Union the anticipated effects of the technological change on each group of permanent employees. Such discussion will include, but will not necessarily be limited to the following:

- a) the nature and degree of change;
- b) the anticipated date or dates on which the Board plans to effect change;
- c) the location or locations involved;
- d) the approximate number, job positions and location of employees likely to be affected by the change;
- e) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

### **19.05**

a) When, as a result of technological change, it is determined by the Board that a permanent employee requires new skills or knowledge in order to perform the duties of their substantive position, the Board will provide the necessary training at no cost to the permanent employee provided the training period does not exceed ten (10) working days and the permanent employee has the ability to be retrained.



## **ARTICLE 19 - TECHNOLOGICAL CHANGE (Continued)**

b) When, as a result of technological change, it is determined by the Board that a permanent employee is not able to be retrained, that a permanent employee cannot perform the duties of their substantive position after retraining or that a permanent job will cease to exist, the following shall apply:

- (i) the employee shall be placed in suitable alternative employment, if available; or
- (ii) the provisions of the Lay-off Article shall apply.

## **ARTICLE 20 - SICK LEAVE**

### **20.01 - Credit**

a) As of January 1 of each year, each full-time (12 months) permanent employee's sick leave account shall be advanced a credit of twenty-four (24) days sick leave.

b) As of January 1 or September 1, as applicable, ten (10) month, or part-time permanent employees shall be advanced a credit of a pro-rated amount of sick leave equivalent to (a) above, based on their hours of work and/or the percentage of the normal twelve (12) month work year for which they are employed.

c) All permanent employees of the Board, shall be given credit accumulated under the jurisdiction of the Board and its predecessor boards, where appropriate records are available.

d) All permanent employees are entitled to a credit of 100% of their unused days of accumulated sick leave to a maximum of 250 days.

e) Permanent employees who are working for the Board for the first time or who return after a period of non-employment with the Board, shall be allowed to carry over from their previous position with an Ontario district school board or an Ontario school authority accumulated days of sick leave credit to the maximum 250 days. The onus is upon the employee to provide written proof of this credit.

## **ARTICLE 20 - SICK LEAVE (Continued)**

f) The Board will forward to permanent employees in the early months of each new school or calendar year, as applicable, a statement of their sick leave credits.

### **20.02 - Deductions from Sick Leave**

a) A deduction shall be made from accumulated sick leave credits on all normal working days or part thereof (exclusive of holidays), where the employee is absent due to personal illness, personal medical or dental appointments, as per Clause 20.03.

b) Workplace Safety and Insurance Board (WSIB)

An employee prevented from performing their regular work with the Board as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Act, shall have deducted from their sick leave account the difference between the employee's regular salary and the amount payable by the WSIB. This difference will be deducted from the employee's bank of sick leave credits until such credits are exhausted.

### **20.03 - Medical/Dental Appointments**

Personal medical and/or dental appointments should normally be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize work time lost and should notify their immediate supervisor at least three (3) days prior, except in emergency situations.

### **20.04 - Proof of Illness**

a) Any employee who is absent from duty because of illness for more than three (3) consecutive working days shall submit, if requested to do so by the Director of Education, a statement from a doctor certifying that such employee is unable to carry out their duties due to illness and the nature of the illness. The Board reserves the right, at its expense, to request that an employee obtain a second medical certificate from a medical practitioner in the event of repeated or extended absences.

**ARTICLE 20 - SICK LEAVE (Continued)**

- b) Notwithstanding subsection (a) above, the individual privacy of employees in their professional relationship with their physicians shall not be violated.
- c) If an employee fails to submit a medical certificate when required in subsection (a) above, within five (5) working days of their return to work, the days of absence shall be processed as leave without pay. The Board reserves the right to request medical certificates prior to an employee's return to work in the case of long-term absences.
- d) The Board reserves the right to require an employee to undergo a medical examination as required, in order to ensure fitness for work.
- e) Costs associated with obtaining a medical certificate shall be borne by the Board.

**20.05 - Leave of Absence Due to Illness**

- a) Each employee's sick leave account shall be debited for the number of normal working days absent due to personal illness until such account has become completely exhausted. Employees who continue to be absent due to personal illness after their sick leave accounts have become exhausted shall be deemed to be on leave of absence due to personal illness.
- b) In a situation where an employee **is** absent because of illness, it is understood and agreed that the Board may request a medical report or reports to determine if there is a reasonable prospect that the employee will return to active employment. The costs associated with obtaining such a medical report or reports shall be borne by the Board.
- c) Sick leave credits shall not accumulate during any leave of absence due to personal illness nor during any period of redundancy.

## **ARTICLE 20 - SICK LEAVE (Continued)**

### **20.06 - Insurance Plans While on Leave of Absence Due to Illness**

a) Subject to the terms and conditions of the Plans, Insurance Plans may be continued during the leave of absence due to personal illness provided the employee belonged to these plans prior to the beginning of the leave of absence.

b) At least two weeks prior to the expiry of the employee's sick leave credits, the employee must inform the Board in writing of their intent to retain or not retain membership in any or all the group Insurance Plans and make payment arrangements which are satisfactory to the Board. The premium cost will continue to be shared by the Board and the employee until such time as the employee's sick leave credits are exhausted. When the employee no longer receives remuneration from the Board, the employee must pay 100% of the premium to maintain coverage.

c) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

## **ARTICLE 21 - PREGNANCY/ PARENTAL LEAVE**

### **21.01**

Leave of absence for pregnancy and/or parental leave shall be granted as per the Employment Standards Act of Ontario. Clauses 21.02, 21.03 and 21.04 are an informational *summary* of the relevant provisions of the Employment Standards Act. In the event of a conflict between the above Clauses and the Pregnancy and Parental Leave provisions in the Employment Standards Act, the provisions of the Act will govern.

## **ARTICLE 21 - PREGNANCY / PARENTAL LEAVE (Continued)**

### **21.02 - Pregnancy Leave**

a) Employees who are pregnant and who have been employed with the Board for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for at least seventeen (17) consecutive weeks commencing no earlier than the earlier of the day that is 17 weeks prior to her due date or the day on which she gives birth; and no later than the earlier of her due date or the day on which she gives birth.

b) Employees taking pregnancy leave must provide eight (8) weeks verbal notice and two (2) weeks written notice to the Director of Education advising of the date that the leave is to begin and terminate together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the employee's physician.

c) In the event of complications with the pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Board of the date the pregnancy leave will begin or has begun. The employee shall provide the Board with a certificate from the physician stating both the originally anticipated birth date plus the actual date of the birth, still-birth, or miscarriage. In the case of employees who stop working because of a complication caused by pregnancy the medical certificate shall state the employee is unable to perform her job duties because of the complications and shall state the due date.

d) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began, if the employee is entitled to take parental leave. Otherwise the pregnancy leave ends on the later of seventeen (17) weeks after the leave began or six (6) weeks after the birth, still-birth or miscarriage. If the employee wishes to return to work earlier, the employee shall provide the Board with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still-birth or miscarriage without the written consent of their physician.

**ARTICLE 21 - PREGNANCY / PARENTAL LEAVE (Continued)**

e) Subject to the approval of the Board Registration Division of the Canada Employment and Immigration Commission, pregnancy-related illnesses will be covered under the sick leave plan effective January 1, 1980, and the premium reduction with respect to the implementation of this plan became effective January 1, 1981.

**21.03 - Parental Leave**

a) If an employee has been in the employ of the Board for at least thirteen (13) weeks, they are entitled to take an unpaid parental leave for up to either thirty five (35) consecutive weeks (if the employee has taken pregnancy leave) or thirty seven (37) consecutive weeks (otherwise) after the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

b) Employees taking parental leave must provide at least eight (8) weeks verbal notice and two (2) weeks written notice to the Director of Education advising of the date the leave **is** to begin and end. In the event that **an** employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must, within two (2) weeks of stopping work, provide the Board with written notice of the date the parental leave began and will end. The parental leave begins on the date that the employee stopped working.

c) Employees who have taken a pregnancy leave and who also wish to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time. The parental leave of employees who have taken pregnancy leave shall be a maximum of thirty five (35) weeks.

**ARTICLE 21 - PREGNANCY / PARENTAL LEAVE (Continued)**

d) Employees who have not taken pregnancy leave are entitled to parental leave of thirty seven (37) weeks which must commence within fifty two (52) weeks of the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.

e) Parental leave for employees who have taken pregnancy leave ends thirty five (35) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that day. Parental leave for employees who have not taken pregnancy leave ends thirty seven (37) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that day.

**21.04 - General Provisions Applicable to Pregnancy / Parental Leave**

a) An employee who has given notice to begin pregnancy and/or parental leave may change the notice to begin leave upon giving the Board at least two (2) weeks written notice.

b) An employee who **has** given notice to end pregnancy and/or parental leave may change the notice upon giving the Board at least four (4) weeks written notice.

c) Employees are entitled during pregnancy and/or parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and long-term disability plans in which the employee participated prior to taking the leave. The Board shall continue to make its contributions for the prescribed benefit plans unless the employee, prior to the commencement of the leave, gives the Board written notice that the employee does not intend to pay the employee's contributions during the leave period. At the option of the employee prepayment may be made by means of monthly post-dated cheques.

**ARTICLE 21 - PREGNANCY / PARENTAL LEAVE (Continued)**

d) Employees shall be reinstated following return from pregnancy and/or parental leave to the position that the employee most recently held prior to commencing leave, if it still exists, or a comparable position if it does not, in a location as near as practical to the location of the position formerly held, at a rate equal to the wages most recently paid by the Board or the rate that the employee would be earning if he or she had worked throughout the leave.

e) During the period of pregnancy and/or parental leave, employees shall accumulate seniority and experience. However, the period of such leave shall not be included in determining whether the employee has completed his or her probationary period.

**21.05**

Subject to the approval of the Director of Education, a male employee may be granted special leave with pay to a maximum of two days for needs directly related to the birth or adoption of his child. This leave may be divided into two periods and granted on separate days.

**21.06**

When the statutory period of pregnancy leave, pregnancy/parental leave or parental leave has expired, the employee may be granted, upon application to the Board, a long-term personal leave of absence without pay. During the long-term personal leave of absence, seniority shall not accrue. The employee would be responsible for the Board and employee share (100%) of all benefit **plan** premiums during this period.

**21.07**

Employees will accrue only those elements of vacation entitlement which are service-driven (i.e., entitlement to 15 days vacation per year after three years of employment).



## **ARTICLE 21 - PREGNANCY / PARENTAL LEAVE (Continued)**

### **21.08**

An employee taking pregnancy leave for the birth of a child under the provisions of the Employment Standards Act, who is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, shall receive **an** allowance for each day of the two week waiting period which falls on a regular work day for the said employee. This allowance shall be 55% of the employee's gross daily rate for the said day.

The Parties agree that the payment of the above allowance shall comply with the requirements of Human Resources Development Canada for Supplementary Employment Benefit Plans.

## **ARTICLE 22 - OTHER LEAVE**

### **22.01 - Eligibility**

a) In order to be eligible for leave for Union business, quarantine or jury/court witness leave, short-term personal leave without pay, long-term personal leave without pay, time off for elections and urgent personal business leave; the employee shall:

- (i) submit a written request to the Director, stating the reason(s) for the leave of absence **and** the date(s) of the leave;
- (ii) ensure that the immediate supervisor is aware of the leave of absence before the leave commences and
- (iii) have the approval of the Director or designate before commencing the leave.

In urgent circumstances an employee may request verbal approval of the Director or designate and advise the employee's immediate supervisor verbally prior to the commencement of the leave, The verbal request shall be confirmed in writing as soon as possible.

b) Written requests for Sick Leave or Compassionate Leave are not required except as expressed or implied in this Agreement.

**ARTICLE 22 - OTHER LEAVE (Continued)**

c) The terms of this Article are applicable to part-time employees, prorated to their percentage of employment.

**22.02 - Leave for Union Business**

a) Leave without pay for Union business, shall, subject to operational requirements, be granted to members of the Union and shall not exceed a combined total of twenty five (25) working days per calendar year.

Such leave should be requested, in writing, from the Director of Education or designate, a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.

b) Leave without pay for Board/Union negotiations, shall, subject to operational requirements, be granted to members of the Union and shall not exceed a combined total of twenty (20) working days per calendar year.

Such leave should be requested, in writing, from the Director of Education or designate, a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.

c) Leave with no loss of regular pay shall be accorded to a grievor and their Union Steward to attend complaint and grievance meetings **and** arbitrations.

d) Any employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority, by the Board for a period up to one (1) year.

**22.03 – Compassionate Leave**

A full-time employee shall be eligible for compassionate leave without loss of pay, or deductions from sick leave credits as follows:

a) Five (5) consecutive working days, or more at the discretion of the Board, except where spanning a holiday, for the death of a husband, wife, parent or guardian, son or daughter, brother or sister, and/or in the event of a stillbirth or miscarriage.

## **ARTICLE 22 - OTHER LEAVE (Continued)**

- b) Three (3) consecutive working days or more at the discretion of the Board, except where spanning a holiday, for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, of the employee or the spouse and for the death of a guardian of the spouse.
- c) One (1) working day, or more at the discretion of the Board, to attend the funeral of an uncle, aunt, niece or nephew of the employee or spouse.
- d) Saturdays and Sundays are not deemed to be holidays in the application of this Article.

### **22.04 - Jury or Witness Leave & Quarantine Leave**

#### a) Jury or Witness Leave

Leave with pay shall be granted when a permanent full-time employee is required to appear in court by reason of a summons to serve as a juror, or by reason of a subpoena to be a witness in any proceeding to which the employee is not a party or one of the persons charged. The employee shall submit to the Board a certificate signed by a court representative testifying to the employee's presence at court and remit any fee (excluding expenses) the employee received from the court.

#### b) Quarantine

Every employee is entitled to his or her salary despite absence from duty in a case where, because of exposure to a communicable disease, the employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the employee's duties. The days shall not be deducted from sick leave credits.

c) A part-time employee is eligible to be granted jury or court witness leave or quarantine leave, as laid out above, on a prorated basis in the same ratio that the part-time employment bears to full-time employment for scheduled work day or days with which the leave coincides.

## **ARTICLE 22 - OTHER LEAVE (Continued)**

### **22.05 - Short-term Personal Leave without Pay**

A permanent employee may apply for short-term personal leave without pay not to exceed thirty (30) calendar days in each school year.

### **22.06 - Long-term Personal Leave without Pay**

a) A permanent employee may apply for long-term personal leave without pay in excess of thirty (30) consecutive calendar days and not more than twelve (12) calendar months. Seniority shall not accumulate during the total period of any long-term personal leave without pay.

b) Approval of such requests will be at the discretion of the Board.

c) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.

### **22.07 - Time Off for Elections**

Employees shall be allowed three (3) consecutive hours off immediately before the closing of polls in any Federal, Provincial or Municipal Election or referendum without deduction from normal daily pay.

### **22.08 - Urgent Personal Business Leave**

a) A full-time employee may be granted a leave of absence for attendance to urgent personal business without deduction of salary up to a maximum of three (3) days, in any one school or calendar year, as appropriate to the position.

b) Notwithstanding subsection (a) above, the Board may at its discretion grant leave for urgent personal business in excess of three (3) days prorated to the employee's percentage of employment.

c) Leave of absence under this section is neither cumulative from year to year nor is it to be used for holidays.

## **ARTICLE 22 - OTHER LEAVE (Continued)**

d) When the employee, for any reason, works fewer days than the regular work year, the salary payable shall be reduced proportionately for any special leave used in excess of 3/10 day per month for 10 month employees and 3/12 day per month for 12 month employees prorated to their percentage of employment.

e) Under the terms of this Article, an employee who is absent from their regular duties without requesting a leave of absence, or without receiving approval of the Director or designate shall be in breach of this Agreement.

## **ARTICLE 23 - CAREER DEVELOPMENT LEAVE**

### **23.01**

Career development refers to an activity which is likely to be of assistance to the individuals in furthering their career development and to the Board in achieving its goals. The following activities shall be deemed to be part of career development:

- a) a course given by the Board;
- b) a course offered by a recognized academic institution;
- c) a seminar, conference or study session in a specialized field directly related to the employee's work.

### **23.02**

Upon written application by the employee, and with the approval of the Board, career development leave (whether offered locally or in other locations) may be granted for any one of the activities described in subsection (a) above. At the time of approval, the Board will indicate whether the leave is granted with or without pay and will also indicate what other expenses (i.e., tuition, travel, accommodation, etc.) will be reimbursed by the Board.

### **23.03**

Employees who are on career development leave at the request of the Board shall be on leave with pay and shall be reimbursed for all reasonable travel and other expenses incurred by them which the Board may deem appropriate.

## **ARTICLE 24 - DEFERRED SALARY LEAVE PLAN**

### **24.01 - Description**

The Deferred Salary Leave Plan will afford employees the opportunity to take a one (1) year leave of absence, and through deferral of salary, to finance the leave. It is understood and agreed that the purpose of the Deferred Salary Leave Plan is not to provide benefits on retirement.

### **24.02 - Eligibility**

Any permanent employee having three (3) years of seniority with the Board is eligible to participate in the Plan.

- a) To be eligible to participate in the Plan commencing in September for 10 month employees and January for 12 month employees, the eligible employee shall apply in writing to the Director of Education at least seven (7) months prior to the commencement date of the Plan.
- b) The determination of whether an application is or is not approved shall be at the discretion of the Board, and the employee shall be notified in writing of the Board's decision by May 1 for 10 month employees and by September 1 for 12 month employees.
- c) If an application is not approved, the reason or reasons shall be included in the notification specified in the subsection (b) above.

### **24.03 - Payment Formula**

- a) In a Memorandum of Agreement, set out in Appendix A, the employee shall specify the portion of the employee's salary and allowance which is to be deferred and the deferred amount shall not exceed 33.3% of the employee's salary and allowance.
- b) In accordance with the Memorandum of Agreement in each year of the Plan preceding the period of leave the employee will be paid a reduced percentage of salary and allowance which the employee is entitled under the Collective Agreement.

**ARTICLE 24 - DEFERRED SALARY LEAVE PLAN (Continued)**

c) The remaining portion of the employee's annual salary shall be deferred and shall be retained by the Board in trust to finance the period of leave. While participating in the DSL Plan the amount of salary and allowance deferred by a employee under the DSL Plan cannot exceed 33.3% in any calendar year.

d) Each pay day the Board shall deposit the deferred portion of the employee's annual salary and allowance in an interest bearing account in the name of the employee in trust.

e) Interest

By December 31st of each year of the Plan the Board shall pay any interest earned in that year on the deferred salary and allowance to the employee subject to the usual withholdings and remittances. The income earned on the deferred amounts is income from employment and will be reported on a T4.

f) Payment Dates

During a 10 month employee's leave of absence, the employee shall be paid 40% of their Deferred Salary on September 1 during the year of leave, and the remaining 60% on January 1 during the year of leave. During a 12 month employee's leave of absence the employee shall be paid 40% of their Deferred Salary on January 1 during the year of leave, and the remaining 60% on May 1 during the year of leave.

**24.04 - Insurance**

a) While employees are enrolled in the Plan and not on leave, subject to the approval of the Insurance Carrier, Insurance Plans tied to salary and allowance level shall be structured according to the salary and allowance they would have received had they not been enrolled in the Plan.

b) While on leave, subject to the approval of the Insurance Carrier, any Insurance Plan tied to salary and allowance level shall be structured according to the salary and allowance the employee would have received in the year prior to taking the leave had the employee not been enrolled in the Plan.

**ARTICLE 24 - DEFERRED SALARY LEAVE PLAN (Continued)**

- c) Employees on a year of Deferred Salary Leave who are members of the Teachers' Pension Plan must maintain participation in the Long-term Disability Insurance Plan during their period of leave.
  
- d) An employee's Insurance Plans shall be maintained by the Board during the employee's Deferred Salary Leave provided that the employee pays 100% of the premiums **as** follows:
  - (i) 40% ~~of~~ said premiums on or before the commencement date of the leave September 1st for 10 month employees or January 1st for 12 month employees; and
  - (ii) 60% of said premiums on or before January 1st for 10 month employees or May 1st for 12 month employees.

**24.05 - Conditions of Leave**

- a) The leave of absence shall commence no later than six **(6)** years after the date of the first deferral of salary and allowance.
  
- b) The employee shall not receive any compensation from the Board or a person with whom the Board does not deal at arm's length during the period of leave other than the salary and allowance deferred, any accumulated and unpaid interest and reasonable fringe benefits which have been prepaid.
  
- c) An employee returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time the employee was on leave.
  
- d) Deferred salary and allowance plus any accumulated and unpaid interest shall be paid to the employee in the Plan not later than the end of the first taxation year commencing after the expiry of the six year period after the first deferral of salary and allowance.



## **ARTICLE 24 - DEFERRED SALARY LEAVE PLAN (Continued)**

e) During the period of leave the employee will not accumulate or be entitled to the following:

- (i) experience for salary and allowance increments,
- (ii) statutory holidays, maternity, sick or other leaves; and
- (iii) sick leave credits and vacation leave credits.

f) Employees' Pension Plan

The Board will make pension deductions from the payments to the employee in accordance with the requirements of the applicable pension plan (the Ontario Municipal Employees Retirement System or the Teachers' Pension Plan).

g) Memorandum of Agreement

An employee participating in the Plan will be required to sign the Memorandum of Agreement (set out in Appendix A) with the Board setting out the particulars of the employee's Salary Deferral Plan.

h) Reassignment after Deferred Salary Leave

Subject to the redundancy procedures, the Board will endeavour to reassign an employee to the former position, if it still exists, or to a position in a location as near as practical to the location of the position formerly held when the employee returns from a Deferred Salary Leave Plan.

### **24.06 - Withdrawal from the Plan**

a) Resignation

An employee who ceases to be employed by the Board must withdraw from the Plan. Within sixty (60) days the Board shall pay to the employee the deferred salary and allowance plus any accumulated and unpaid interest.

b) Financial Hardship

In extenuating circumstances, such as financial hardship, the employee may withdraw from the Plan upon giving not less than six months notice of intent to do so prior to the date established for the leave of absence. Within sixty (60) days of such withdrawal the Board shall pay to the employee the deferred salary and allowance plus any accumulated and unpaid interest.

## **ARTICLE 24 - DEFERRED SALARY LEAVE PLAN (Continued)**

### c) Death of Employee

Should the employee die, the Board shall, within sixty (60) days of notification of such death to the Board, pay the deferred salary and allowance plus any accumulated and unpaid interest to the employee's estate subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.

### d) Payment of Deferred Salary and Allowance

In the event that the employee does not take their DSL Plan leave in the designated period, the deferred amounts will be paid to the employee in the first taxation year that commences after the end of the period of salary and allowance deferral.

## **24.07 - Revenue Canada**

a) The Board, the Union and the participating employees agree that the Plan will comply with the requirements of Revenue Canada for deferred salary leave plans and that they will make any changes necessary.

b) The participating employees in the Plan hereby agree to indemnify and hold harmless the Board and the Union for the effects of participation in the Plan on the employees' Pension Plan, income tax deductions, Employment Insurance, Canada Pension Plan or other additional matters affected by the Plan.

## **ARTICLE 25 - PAID HOLIDAYS**

### **25.01 - Paid Holidays for Permanent Employees**

The following days will be recognized as paid holidays for each permanent full-time or part-time employee, who is employed in a 10 or 12 month position, provided the employee received remuneration for the regularly scheduled Board work day before and after the holiday:

## **ARTICLE 25 - PAID HOLIDAYS (Continued)**

- New Year's Day,
- Good Friday,
- Easter Monday,
- Victoria Day,
- Canada Day,
- Civic Holiday,
- Labour Day,
- Thanksgiving Day,
- Christmas Day,
- Boxing Day and
- the afternoon of December 24th and the afternoon of December 31st or a day in lieu.

Permanent 10 or 12 month part time employees shall be paid for the above holidays on a prorated basis in the same ratio that the part time employment bears to full time employment.

The above provision does not entitle an employee to a paid holiday when the holiday falls during the lay-off period in July and August.

### **25.02 - Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay.

### **25.03 - Holidays on Days Off**

When any of the above-noted holidays fall on an employee's scheduled day off the employee shall receive another day off at a time mutually agreed upon between the employee and the Board.

### **25.04 - Holidays (Alternate Day Schedule)**

It is understood and agreed that the Board in its sole discretion may grant a paid holiday to employees who do not meet the qualifying days criteria because of an alternate day schedule.

## **ARTICLE 25 - PAID HOLIDAYS (Continued)**

### **25.05**

It is understood and agreed that ten (10) month permanent employees (School Secretaries, Educational Assistants, Campus Youth Workers, Educational Interpreters, Native Elementary Guidance & Social Counsellor, School and Attendance Counsellors and Communication Disorders Facilitator) shall be paid for Christmas Day, Boxing Day, the afternoon of December 24<sup>th</sup>, the afternoon of December 31<sup>st</sup> and New Year's Day provided that they have received remuneration for the regularly scheduled school work day before and after the holiday.

## **ARTICLE 26 - VACATION**

### **26.01 - Twelve (12) Month Permanent Employees:**

a) Full-time twelve (12) month permanent employees who earn remuneration for the entire calendar year shall accumulate paid vacation leave as set out in the following table.

<u>Service</u>	<u>Vacation Leave Per Year</u>
0 years to less than 2 completed years	10 working days
2 completed years to less than 10 completed years	15 working days
10 completed years to less than 15 completed years	20 working days
15 or more completed years	22 working days

b) Paid vacation leave for a part-time twelve month (12) permanent employee or for a permanent full-time twelve (12) month employee who works part of the year shall be prorated based on the employee's days with remuneration and/or percentage of employment.

c) A full-time twelve (12) month permanent employee who is in their twentieth (20<sup>th</sup>) calendar year of employment shall be granted a one time grant of twenty (20) days paid leave during that calendar year, in addition to their annual leave. A part time twelve (12) month permanent employee who is in their twentieth (20<sup>th</sup>) calendar year of employment shall be granted that portion of twenty (20) days paid leave which is prorated to their percentage of employment.

**ARTICLE 26 – VACATION (Continued)**

**26.02 - Ten (10) month Permanent Employees:**

a) The following table sets out the vacation pay rate for ten (10) month permanent employees appropriate to the employee's years of service with the Board.

<u>Service</u>	<u>Vacation Pay Rate</u>
0 years to less than 2 completed years	4%
2 completed years to less than 10 completed years	6%
10 completed years to less than 15 completed years	8%
15 or more completed years	- 8.8% -

b) Vacation pay for ten (10) month permanent employees shall be based on the applicable vacation pay rate multiplied by their regular earnings, excluding vacation pay, for the calendar year for which the vacation pay is given.

c) A full-time ten (10) month permanent employee who is in their twentieth (20th) calendar year of employment shall be granted a one time grant of 8% vacation pay during that calendar year, in addition to their annual percentage of vacation pay. A part time ten (10) month permanent employee who is in their twentieth (20th) calendar year of employment shall be granted that portion of 8% vacation pay which is prorated to their percentage of employment in their twentieth (20th) year.

**26.03**

a) Full-time and part-time ten (10) month permanent employees shall have the option of:

- (i) receiving their vacation pay in their regular bi-weekly pay cheque,
- (ii) accruing their vacation as above, or
- (iii) in accordance with the vacation entitlement outlined in this Article, receiving from the Board up to a maximum of:
  - two (2) weeks pay during the Christmas break which will consist of a combination of vacation entitlement and statutory holiday pay and

**ARTICLE 26 – VACATION (Continued)**

- one (1) week's pay during the March break. Payment for the Christmas and March break periods will be made on the next regularly scheduled pay.

No record of employment for EI purposes will be issued in December or March in lieu of the vacation payment. Employees shall receive the remainder of their vacation entitlement in a lump sum on the last regular pay at the end of the school year.

- b) Employees other than newly hired employees, may elect to change the method of receiving or accruing vacation pay only on September 1 of each year.

**26.04**

Casual and temporary employees will receive their vacation pay with their bi-weekly pay cheque at the rate specified by the Employment Standards Act.

**26.05**

Employees shall be entitled to vacation with pay on a prorata basis with respect to any final period of employment which is less ~~than~~ one full year based on the following formula:

$$\begin{array}{l} \textit{Twelve Month Employees} \\ \frac{\text{days with remuneration}}{260} \quad \times \quad \text{vacation days allowed} \quad \times \quad \text{percentage} \\ \hspace{10em} \text{(based on years of service)} \quad \text{of} \\ \hspace{15em} \text{employment} \end{array}$$

or

$$\begin{array}{l} \textit{Ten Month Employees} \\ \text{Gross Pay} \quad \times \quad \text{percentage of vacation pay allowed} \\ \text{(including Statutory and} \quad \text{(based on years of service)} \\ \text{Board approved holidays)} \end{array}$$

## **ARTICLE 26 – VACATION (Continued)**

### **26.06**

A maximum of ten (10) days of vacation credit may be carried forward from one year to the next for twelve (12) month employees. Written permission of the Director of Education is required to carry forward more than ten days of vacation from any year to the subsequent year.

### **26.07**

The dates on which vacation leave will be taken by each employee, shall be established to the mutual satisfaction of the employee and the Board.

### **26.08**

Employment with predecessor boards will count as service with the Board.

## **ARTICLE 27 - PLACEMENT**

### **27.01 - Definitions of Levels**

a) Definitions of Salary Categories for Educational Assistants and Campus Youth Worker are as follows:

CATEGORY ONE: Grade 12 and no additional education.

CATEGORY TWO: Grade 12 and one year of additional education.

CATEGORY THREE: Grade 12 and two years of additional education.

CATEGORY FOUR: Grade 12 and three years of additional education.

Education is defined as the successful completion of one year of education in a specific job-related program of study in a school registered with the Ministry of Education. Where a specific job-related course or diploma has been credited previously for salary purposes, it can not be credited again towards another year of education.

b) Definitions of Salary Categories for School and Attendance Counsellors is as follows:

**ARTICLE 27 – PLACEMENT (Continued)**

- CATEGORY B: No job related training.  
Completion of first level of the Ontario Ministry of Education & Training program for Attendance Counsellors (three summer courses).
- CATEGORY C: Post Secondary Diploma in the area of social services with direct service to clients;
- OR
- No job related training and completion of the third level of the Ontario Ministry of Education Training program for Attendance Counsellors \_ \_ \_
- OR
- Completion of a Post Secondary Diploma in the area of social services with direct service to clients and completion of the Ontario Ministry of Education & Training program for Attendance Counsellors.
- OR
- Completion of a Bachelor's or Master's Degree in Social Work and completion of the Ontario Ministry of Education program for Attendance Counsellors.

**27.02 - Initial Placement**

Until Educational Assistants, Campus Youth Workers and School & Attendance Counsellors submit their official Statements of qualifications and education, they shall be placed in the Level to which their academic qualifications equate, in the opinion of the appropriate Supervisory Officer.

**27.03 - Qualifications and Experience**

Educational Assistants, Campus Youth Workers, School & Attendance Counsellors, Communication Disorder Facilitators and Educational Interpreters who become employees of the Board during the term of this Agreement shall submit to the Manager of Human Resources Services official statements of qualifications and education within 120 days of being requested to do so by the employee's Supervisory Officer or by the Manager of Human Resources Services.



## **ARTICLE 27 – PLACEMENT (Continued)**

### **27.04 - Retroactive Salary Adjustment**

If the official verification of qualifications and education is received within the 120 day time limit; the Educational Assistants', Campus Youth Workers', School & Attendance Counsellors', Communication Disorders Facilitators' and Educational Interpreters' salary shall be adjusted retroactive to start date, if necessary, in accordance with the qualifications which were held at the time of the employee's commencement of duties or otherwise in accordance with Article 30 (Application of Table of Salaries). If the documents are not available within the 120 day time limit, the salary adjustment shall be retroactive to the start date, provided notification and supporting evidence of a written attempt to obtain the documents is made within the 120 day time limit. If the official verification of qualifications and experience is not received within the 120 day time limit and no evidence is provided that a written attempt was made to obtain the documents within the time limit, any pay adjustments shall be effective for the 1st of the month following receipt of the relevant documents.

## **ARTICLE 28 - EXPERIENCE FOR SALARY PURPOSES**

### **28.01 - Experience Recognition**

Experience as a permanent employee in the current position with this Board or in the same position with another Ontario district school board or with a school board operated under the authority of the Acts and Regulations of a Ministry of Education in a Canadian province or territory shall be recognized for placement on the salary grid, The employee shall submit to the Manager of Human Resources Services official statements of experience within 120 days of being requested to do so by the employee's Supervisory Officer or by the Manager of Human Resources Services.

## **ARTICLE 28 - EXPERIENCE FOR SALARY PURPOSES (Continued)**

If the official verification of experience is received within the 120 day time limit; the employee's salary shall be adjusted retroactive to start date, if necessary, in accordance with Article 30 (Application of Table of Salaries). If the documents are not available within the 120 day time limit, the salary adjustment shall be retroactive to the start date, provided notification and supporting evidence of a written attempt to obtain the documents is made within the 120 day time limit. If the official verification of experience is not received and no evidence is provided that a written attempt was made to obtain the documents within the time limit, any pay adjustments shall be effective for the 1st of the month following receipt of the relevant documents.

### **28.02 - Formula**

#### a) Permanent Employees

For increment purposes a year is a year for all full-time and part-time, ten (10) and twelve (12) month permanent employees.

#### b) Experience as Temporary Employees

Permanent employees shall be credited with experience gained as a temporary employee with this Board in the same position provided that there is no break in employment between the temporary assignment and the date of hire as a permanent employee. For ten (10) month positions July and August are not considered to be a break in employment.

c) All experience for increment purposes which had been recognized for permanent employees on or before August 31 1999 or the last day of the 1998-1999 school year, whichever occurs first, shall be maintained.

### **28.03 - Increment Date**

a) Employees shall be credited on the anniversary of their most recent individual start date in the position with one year of experience in the position. Employees who were classified as temporary in the position prior to becoming a permanent employee in the position shall have their start date as the first date in the temporary assignment providing there is not a break in employment between the temporary assignment and the date of hire as a permanent employee.

**ARTICLE 28 - EXPERIENCE FOR SALARY PURPOSES (Continued)**

b) Other than pregnancy and/or parental leave under the Employment Standards Act, full-time leaves of absence for **part** or all of the school or calendar year will revise the increment anniversary date accordingly. Part-time leaves of absence for part or all of the school or calendar year will not effect a revision to the increment date.

**28.04 - Experience as a Casual and Temporary Employee**

There is no experience credit for casual or temporary employees.

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**ARTICLE 29 – PAY EQUITY MAINTENANCE / JOB CLASSIFICATION & RECLASSIFICATION**

**29.01**

The Parties acknowledge that a separate Memorandum of Agreement (dated the 23<sup>rd</sup> day of March 2004) for maintenance of pay equity has been signed. The Parties agree that this Memorandum of Agreement governs the maintenance of pay equity.

**29.02**

The Parties agree to use the joint gender neutral Job Evaluation Program in the Memorandum of Agreement (dated 23<sup>rd</sup> day of March 2004) for the classification of new positions created by the Board and to re-evaluate positions where skills, effort, responsibilities and/or working conditions have changed significantly. The Parties agree to use the dispute resolution process in the Memorandum of Agreement for all disputes.

## **ARTICLE 30 - APPLICATION OF TABLE OF SALARIES**

### **30.01 - Determination of Salaries**

Except as otherwise specifically provided for in this Agreement, the salary of each of the following employee groups shall be determined in accordance with this Article and Appendix B.

a) Newly Hired/Promoted

Newly hired permanent employees will be placed at the start level rate for the position they accepted, as per the appropriate salary grid. Newly promoted permanent employees will receive the rate in the salary grid of the new position which is the next highest to the employee's current salary.

b) Casual Employees

Casual employees will receive the start level salary rate for the position for which they were hired.

c) Temporary Employees

Temporary employees will be placed at the start level salary rate for the position for which they were hired or where applicable at the start level salary rate at the salary Category appropriate for their education.

d) Grandfathered Salaries

Educational Assistants whose hourly rate of pay would have been adversely affected with the implementation of the June, 1989 revised Board Policy HR 7 (formerly A-26) will continue to have their hourly rate of pay red-circled or grandfathered until such time as the applicable salary for an educational assistant with the same education and experience exceeds the grandfathered hourly rate.

**ARTICLE 30 - APPLICATION OF TABLE OF SALARIES (Continued)**

- e) Board Appointment of a Permanent Employee to a Temporary Position or to an Acting Position
- (i) When the Board appoints, in writing, a permanent employee, to temporarily substitute and perform for more than ten (10) consecutive days the duties of a higher paying position for which a salary range has been established, the employee shall receive, retroactive to the start date, the rate on the salary grid of the higher paying position which is the next highest to the employee's current salary in the employee's permanent position.
  - (ii) The new rate shall not exceed the maximum grid rate of the higher paying position.
  - (iii) When a permanent employee is temporarily appointed to a position paying a lower rate, their rate shall not be reduced.

f) Permanent Employee Successful Candidate for a Posted Temporary Position:

The permanent employee, who is the successful candidate for a posted temporary position, will be placed at the hourly rate for the posted position which is closest to their current hourly rate or where applicable at the start level salary rate at the salary Category appropriate for their education.

**30.02 Equal Pay for Work of Equal Value**

The principle of equal pay for work of equal value, regardless of sex, shall apply.

**30.03 New Position**

When a position is created by the Board, and not covered by existing categories, the salary and additional allowances for such position shall be arrived at by mutual agreement with the Union before this new position is filled.

## **ARTICLE 30 - APPLICATION OF TABLE OF SALARIES (Continued)**

### **30.04 No Salary Reduction**

The salary of an employee shall not be reduced except as required by Clause 27.02 (Initial Placement) or in situations where an employee is the successful applicant for a lower paying position or as required by a change in duties or responsibilities in the employee's existing job position. If a substantial reduction in duties and responsibilities in the employee's existing job position is anticipated, the Board agrees to consult the Union prior to implementing such reduction.

### **30.05 Pay Days**

Salary and wage payments for all employees are to be made by means of "direct deposit" on a biweekly basis. Each employee shall make the necessary arrangements with the Board and his or her financial institution to facilitate the above deposit. In the event that satisfactory arrangements cannot be made with the employee's financial institution the Board reserves the right to pay the above salary and wage payments by way of cheque. The employee shall be provided with an itemized statement of their wages and deductions for each pay.

### **30.06 Payroll Savings Plan**

The Board shall administer a Canada Savings Bond Payroll Deduction Plan.

### **30.07 Qualification Upgrade and Salary Adjustment**

Educational Assistants, Campus Youth Workers and School & Attendance Counsellors who have met the requirements for placement at a higher qualification category on the salary schedule shall be entitled to a salary adjustment effective from the first day of the month following the month in which the requirements for the higher category were completed, provided that the eligible employee supplies to the Manager of Human Resources Services the required documentary proof within 120 days following the date the requirements were met.

## **ARTICLE 31 - TRAVEL REIMBURSEMENT**

### **31.01**

An employee shall be reimbursed as follows for the expenses incurred in Board-authorized travel within Renfrew County:

- a) Reimbursement shall be made for authorized travel from the designated school/office/etc. to and from any other school or authorized location within Renfrew County.
- b) The designated facility is the one in which the employee works or has an office. The Board shall name the designated facility with respect to an itinerant employee.
- c) No reimbursement shall be paid for travel between the employee's residence and the designated facility.
- d) If the distance between the designated facility and any other facility or location to which travel is authorized, is greater than the distance from the employee's residence to such other Board facility or location to which travel is authorized, then the employee may choose the shorter route.
- e) When at the Board's discretion it is feasible for several employees to travel together, the Board may designate the number of vehicles with respect to which travel shall be reimbursed.
- f) The travel reimbursement shall be in accordance with Board Policy.
- g) Travel within Renfrew County shall not be reimbursed to employees attending or participating in Professional Activity Days except as outlined in (h).

**ARTICLE 31 – TRAVEL REIMBURSEMENT (Continued)**

- h) (i) Any employee who is responsible for the preparation and presentation of a Professional Development Program for other personnel in the Renfrew County Catholic District School Board on a Professional Activity Day shall be reimbursed for the travel which must be undertaken to present such a program on a Professional Activity Day.
- (ii) An itinerant employee for whom it is mandatory to commute on a Professional Activity Day between their designated facility and their other assigned facility in the completion of their duties may claim travel expenses on these Professional Activity Days.

**ARTICLE 32 - PENSION PLANS & RETIREMENT GRATUITY**

**32.01 - Pension Plans**

a) Ontario Municipal Employees' Retirement System (OMERS)

The Ontario Municipal Employees' Retirement System (OMERS) is a pension plan based on the employee's salary, in which the Board and the employee shall contribute equally fifty (50%) percent of the cost for participation in this Plan. The terms and conditions of OMERS are governed by the Ontario Municipal Employees' Retirement System Act.

b) Ontario Teachers' Pension Plan (TPP)

The terms and conditions of pension plans for employees who possess Ontario Certificates of Qualification or their equivalent are governed by the Ontario Teachers' Pension Plan Act.

c) Notice of Optional OMERS Enrolment

In the last trimester of each calendar year only, the Board will offer OMERS enrolment to employees who meet the requirements for optional OMERS enrolment. The OMERS enrolment will be effective January 1 of the following calendar year.



**ARTICLE 32 - PENSION PLANS & RETIREMENT GRATUITY  
(Continued)**

**32.02 - Retirement Gratuity**

a) A permanent full or part-time employee shall be eligible for the payment of a retirement gratuity from the Board provided that:

- (i) the employee has attained the age of fifty-five (55) years of age;
- (ii) the employee has retired from the Board as defined by OMERS or the Teachers' Pension Plan Board (or if the employee does not belong to OMERS or TPP, the employee has retired from the Board) and
- (iii) the employee has completed ten or more years of continuous service with the Board including years of service with any predecessor boards.

b) Full-time or Part-time 12 or 10 Month Employees

The retirement gratuity shall be the lesser of the following:

	[TABLE 1]			
continuous years of service	2.4%		total accumulated sick	the daily
	X (12 month employee)	X	leave credits (to a maximum of 250 days)	X rate of salary
	-----			
	(2.0%			
	(10 month employee)			

or

[TABLE 2]

50% of annual salary at the date of retirement

or

TABLE 3

50% of the number of sick leave credits at the date of retirement (as per the Education Act) X daily rate of salary

**ARTICLE 32 - PENSION PLANS & RETIREMENT GRATUITY  
(Continued)**

- c) The Board reserves the right to pay a gratuity to employees who may not have sufficient cumulative sick leave.
- d) Gratuity benefits set out in this Clause shall be paid within one (1) year after retirement or as arranged to the mutual satisfaction of the employee and the Board.
- e) In the event of the death of an employee employed by the Board, the gratuity to which the employee would have been entitled under the above shall be paid to the employee's estate. - -

**ARTICLE 33 - INSURANCE PLANS**

**33.01 – Board Obligations**

With respect to the Insurance Plans set out in this Article, the Board is not the insurer. The Insurance Plans are underwritten by insurance companies and the provisions of the policies issued shall govern each Plan. The Parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All Insurance Plan coverage is subject to the approval of the insurance carrier.

**33.02 - Eligibility**

- a) Permanent 12 month Employees (both full-time and part-time):  
Enrolment in Basic Life/Accidental Death and Dismemberment (AD&D) Insurance Plan and Long Term Disability Plan is mandatory for all permanent 12 month employees. Permanent 12 month employees may enroll in the following optional group insurance plans: Extended Health Benefit Plan, Dental Prevention Care Plan, and Optional Life Insurance Plan for employee and/or spouse.

### **ARTICLE 33 - INSURANCE PLANS (Continued)**

b) Permanent 10 month Employees (both full-time and part-time):

Enrolment in Basic Life/AD&D and Long Term Disability is optional for all Permanent 10 month employees (Le., 10-month school secretaries, educational assistants, school and attendance counsellors). Permanent 10 month employees may enroll in the following optional group insurance plans: Extended Health Benefit Plan, Dental Prevention Care Plan, and Optional Life Insurance Plan for employee and/or spouse.

c) Temporary Employees:

Temporary employees are not eligible to participate in any of the Board's group insurance plans.

d) Casual Employees:

Casual employees are not eligible to participate in any of the Board's group insurance plans.

#### **33.03 - Basic Life/AD and D Insurance Plan**

a) The Board agrees to pay 80% of the premiums for the current Basic Life/AD & D Insurance Plan for all eligible employees.

#### **33.04 - Optional/Spousal Life Insurance Plan**

a) Additional life insurance coverage is available for eligible employees and/or spouse and is subject to carrier approval. The employee is responsible for 100% of the premiums.

b) Upon the death of the employee, Spousal Life Insurance coverage ceases. The spouse may convert from the Group Spousal Life Insurance Plan to an individual Life Insurance Plan within the timeline as specified by the carrier.

#### **33.05 - Dental Prevention Care Plan**

The Board agrees to pay 80% of the premium for the current Dental Preventive Care Plan for all eligible employees.

### **ARTICLE 33 - INSURANCE PLANS (Continued)**

Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Dental Care Plan (provided that the member belonged to the Plan at the time of their death), for a period of two years after the death of the member.

#### **33.06 - Extended Health Benefit Plan**

The Board agrees to pay 80% of the premium for the current Extended Health Benefit Plan for all eligible employees.

~~Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Extended Health Care Plan (provided that the member belonged to the Plan at the time of their death), for a period of two years after the death of the member.~~

#### **33.07 - Long Term Disability Plans**

a) The Board agrees to administer the two current long-term disability plans (LTD):

PLAN 1 - a non-taxable plan for which eligible employees are responsible for 100% of the premium. Until the employee's bank of sick leave credits is exhausted, the Board shall deduct up to forty percent (40%) of a day's credit from the employee's sick leave credits for each day of absence due to qualified long-term disability when the Board is receiving sixty percent (60%) or more of the employee's salary from the Insurance Carrier;

PLAN 2 - a taxable plan for which the Board agrees to pay 80% of the premium for eligible employees. Sick leave credits may not be utilized to subsidize Plan 2.

b) Eligible employees may choose from the two long-term disability plans. Once a selection has been made, the employee will have to remain in their chosen Plan for as long as they are employed by the Board. High risk positions described in subsection (c) below must be part of Plan 2.

### **ARTICLE 33 - INSURANCE PLANS (Continued)**

c) To be eligible for long-term disability coverage, employees employed in positions of high risk, as determined by the Insurance Carrier (i.e., warehouse or delivery personnel), will be required to work a minimum of seventeen hours per week. All other eligible employees will be required to work a minimum of fifteen hours per week.

d) Income tax receipts

The Board shall issue to each employee who is receiving payment from Plan 1 a T-4 statement reflecting all income from the Board with the exception of the Insurance Carrier's share. The Insurance Carrier will issue to each employee who is receiving payment directly from Plan 2 a T-4 statement reflecting all income earned through this Plan.

#### **33.08 - Enrolment in or Discontinuation of Optional Coverage**

a) Subject to the terms and conditions of the Plan an employee who wishes to discontinue any optional insurance plan shall notify the Superintendent of Business Services in writing no later than the fifteenth (15th) day of the month immediately preceding the month in which the employee wishes the optional plan to be discontinued.

b) An employee who elects to discontinue an optional insurance plan may be eligible to re-enroll in the said Plan subject to the terms and conditions of the said Plan. Upon request, the Board shall provide the employee with a copy of the re-enrollment provisions of the Plan and the necessary forms. An employee who elects to re-enroll in any optional insurance plan must give notice in writing by the fifteenth (15th) day of the month immediately preceding the month in which they wish to be re-enrolled.

c) Subject to the terms and conditions of the Plan an employee who waived the Extended Health Benefit Plan or the Dental Prevention Care Plan when they became eligible may only join on the anniversary date of the Plan -- September 1.

## **ARTICLE 33 - INSURANCE PLANS (Continued)**

Exceptions to this rule pertain to employees who were covered under a spouse's plan which terminated, or the spousal coverage through another organization no longer offered comparable benefits. In either of these cases, employees can enroll at any time provided that written application is made within thirty-one days of the change of circumstance. Documentation which substantiates the termination of the spouse's plan or the loss in coverage in the spouse's plan must accompany the written application.

### **33.09 - Mandatory Participation in Insurance Plans during Summer Months**

Permanent employees in a ten (10) month position must continue their participation in their chosen insurance plans by prepaying in advance of the summer months the employee's share of the premium costs for those months. Deductions for the summer premiums will be made on the last pay date in June.

### **33.10 - Employees on Long-Term Disability Participating in Benefit Plans.**

a) Subject to the terms and conditions of the Plan(s), an employee who is approved for and receiving Long-term Disability benefits may retain membership in any or all of the following Group Insurance Plans for the duration of their disability and employment with the Board provided the employee belonged to these Plans at the time of the disability: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans.

b) For employees on LTD Plan 1 at least two weeks (2) prior to the expiry of the employee's sick leave credits, the employee must inform the Board in writing of their intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board.

For employees on LTD Plan 2 at least two weeks (2) prior to the earlier of the expiry of the employee's sick leave credits or to the estimated commencement of LTD payments, the employee must inform the Board in writing of his/her intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board.

**ARTICLE 33 - INSURANCE PLANS (Continued)**

An employee who wishes to discontinue any insurance plan during the leave of absence must follow the procedures outlined in Clause 33.08 (a) (Enrolment in or Discontinuance of Optional Coverage).

c) The premium cost will continue to be shared by the Board and the employee until such time as the employee's sick leave credits are exhausted. When the employee no longer receives remuneration from the Board, the employee must pay the full premium cost (100%) to maintain participation and coverage under the Group plans.

d) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

e) Coverage under these Plans will terminate the earlier of the date of termination of employment with the Board, or when the employee attains the age of 65, less the length of the disability waiting period. In the case of Optional/Spousal Life, coverage terminates when that insurance's waiver is denied.

**33.11 - Leave of Absence other than Pregnancy/Parental leave.**

a) Subject to the terms and conditions of the Plan(s), an employee who is granted a full or partial leave of absence from the Board may retain membership in any or all of the following Group Insurance Plans provided the employee belonged to these plans prior to the Leave of Absence: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans. However, the parties acknowledge that employees on a deferred salary leave who are members of the Teachers Pension Plan are required to maintain participation in the Long-term Disability Group Insurance Plan.

**ARTICLE 33 - INSURANCE PLANS (Continued)**

b) At least two weeks (2) prior to the commencement of their leave, the employee must inform the Board in writing of their intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board. An employee who wishes to discontinue any insurance plan during the leave of absence must follow the procedures outlined in Clause 33.08 (a) (Enrolment in or Discontinuance of Optional Coverage).

c) Upon return from the leave, mandatory insurance plans that the employee ~~elected to cancel~~ will be reinstated immediately—but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

d) Coverage under these plans will terminate the earlier of the date of termination of employment with the Board, or when the employee attains the age of 65. Group life insurances (Basic Life/AD & D, Optional Life and Spousal Life) have a two (2) year limit for coverage for Employees on an approved Leave of Absence.

e) Payment Terms

(i) Full-time Leave of Absence

Employees on a full Leave of Absence must pay 100% of the premium cost to maintain participation and coverage under the Group Insurance Plans.

(ii) Part-time Leave of Absence

For employees on partial Leaves of Absence, the premium cost will continue to be shared by the Board **and** the employee, pro-rated to the time worked. These employees will have the required deductions taken from their pay cheques.

[Example: For a part-time employee working 75% of full-time, the Board shall pay 60% of the premiums for Insurance Plans described in Clauses 33.03 (Basic Life/AD&D), 33.05 (Dental Care Prevention), 33.06 (Extended Health Benefit) and 33.07 (Long Term Disability) Plan 2 respectively.]



## **ARTICLE 33 - INSURANCE PLANS (Continued)**

### **33.12 - Retirees**

a) Subject to the terms and conditions of the Group Insurance Plans and until an employee attains the age of 65, an employee who retires from the Board prior to age 65 may maintain his or her membership in one or more of the following Group Insurance Plans: Basic Life/AD&D, Optional Life, and Spousal Life Insurance Plans, provided that the employee had belonged to these Plans at the time of retirement. If the said Plans are administered by the Board, the retired employee must pay, in advance, the full premium cost (100%) to maintain participation and coverage under the said Plans.

To qualify, the employee must be eligible for a pension to commence payment immediately upon retirement, under the provisions of one of the Board's pension plans (OMERS or TPP), or if not enrolled in these plans, has attained the age of 55 prior to their retirement.

- b) It is understood and agreed that
- (i) The retired employee must pay the full premium costs to maintain participation and coverage under the above Plans.
  - (ii) The retired employee must make payment arrangements which are satisfactory to the Board/Third Party Administrator. Failure to make payment arrangements which are satisfactory to the Board/Third Party Administrator or to honor the payment arrangements will result in the Board/Third Party Administrator cancelling coverage without further notice.
  - (iii) Coverage under the above Plans must be continuous; withdrawal is irrevocable.
  - (iv) Coverage under the above Plans ceases when the retired employee attains the age of 65 years.
- c) In the event that a retired employee wishes to cancel one or more of the Group Insurance Plans which the retired employee is maintaining, the retired employee must inform the Board/Third Party Administrator in writing of their intent to cancel at least two months before the September 1st billing date.

## **ARTICLE 33 - INSURANCE PLANS (Continued)**

### **33.13 - Lay-Off/Resignation/Termination**

Employees who are laid off, who resign or who are terminated may convert any of the above-mentioned insurance plans to an individual policy within 31 days of termination of employment.

### **33.14 - Change of Carriers**

a) There shall be no change in level of coverage except by mutual written consent of the Parties.

b) The Board has the right to change carriers providing there are no changes to the administration or coverage of the current plan.

## **ARTICLE 34 - TEMPORARY EMPLOYEE PAYMENT IN LIEU OF ELIGIBILITY FOR INSURANCE PLANS**

### **34.01**

In lieu of eligibility for Insurance Plans after sixty (60) working days of continuous employment a temporary employee shall be paid the sum of \$2.50 per day for each additional continuous regularly scheduled working day.

## **ARTICLE 35 - NO STRIKES OR LOCK-OUTS**

### **35.01**

The Parties agree that there shall be no strikes or lockouts, as defined in the Ontario Labour Relations Act, during the term of this collective agreement.

## **ARTICLE 36 - UNION/ BOARD COMMITTEES**

### **36.01 - Joint Health and Safety Committee**

The Parties acknowledge that the Joint Health and Safety Committee, as established by the affected Parties, is governed by the Occupational Health and Safety Act and Regulations.

## **ARTICLE 36 - UNION / BOARD COMMITTEES (Continued)**

### **36.02 - Labour/Management Consultation Committee**

During the term of this Agreement, where either Party feels that it would be beneficial to discuss matters of mutual concern and interest, other than matters which are properly the subject of a grievance or negotiations, a maximum of four (4) representatives from each Party shall meet at a mutually acceptable time and place. A record of topics discussed and of action to be taken as a result of these discussions will be maintained.

## **ARTICLE 37 - GRIEVANCE PROCEDURE-**

### **37.01 - Definition**

A grievance is defined as a difference or a dispute by an employee, a group of employees, the Union or the Board arising from the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. The Parties agree that all grievances shall be processed according to this Article.

- a) An individual grievance shall be submitted in writing by an employee at Step One of the grievance procedure.
- b) A group grievance shall be defined as a common complaint by two or more employees and shall be submitted at Step One of the grievance procedure.
- c) A policy grievance may be submitted, by the Union, directly at Step Two of the grievance procedure. It is understood that such a grievance shall not deal with matters which are properly the subject of an individual employee grievance.
- d) A discharge grievance is defined as a grievance alleging wrongful or unjust discharge and shall be submitted at Step Two of the grievance procedure.
- e) Board grievances shall be submitted at Step Two of the grievance procedure, shall be signed by the Director of Education or designate and shall be submitted to the Union President within the timelines for submitting a grievance.

## **ARTICLE 37 - GRIEVANCE PROCEDURE (Continued)**

### **37.02 - Complaints**

a) It is the mutual desire of the Parties that complaints of employees shall be dealt with promptly. Therefore, where appropriate, employees should discuss a complaint with their immediate supervisor in an attempt to resolve the complaint prior to starting a formal grievance.

b) Both the Board and the Union recognize that it is to their mutual advantage to resolve group or policy complaints promptly. Both Parties agree that, where appropriate, a group or policy complaint should be discussed with the other Party prior to starting a formal grievance.

### **37.03 - Grievance Committee**

The Board shall recognize a Grievance Committee which shall consist of three members of the Bargaining Unit selected by the Union, one of whom may be the President of the Local. The Board shall be notified in writing of the names of members of this Committee and shall not be required to recognize any such member until it has been so notified.

### **37.04 - Written Grievance**

The written grievance shall:

- a) state the name of the grievor;
- b) identify the grievor's work location;
- c) outline the nature of the grievance,
- d) specify the date on or about which the incident giving rise to the grievance occurred;
- e) identify the specific clause or clauses which have been allegedly violated, misinterpreted, or misapplied and the remedy requested; and
- f) be signed by the grievor and by the Union.

## **ARTICLE 37 - GRIEVANCE PROCEDURE (Continued)**

### **37.05 - Steps**

#### **STEP ONE**

The employee shall present the grievance in writing, on the appropriate grievance form to the Superintendent of Business Services or designate, within fifteen (15) working days after the employee became aware of the circumstances giving rise to the grievance. The grievor, the steward and the Superintendent of Business Services and/or designate shall meet to discuss the grievance and the Step One decision will be rendered within ten (10) working days following receipt of the grievance.

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#### **STEP TWO**

If the grievance is not resolved at Step One, the grievor may submit the grievance to the Director of Education or designate, within ten (10) working days following receipt of the Step One decision. The grievor, the Union Grievance Committee and the Director and/or designate shall meet to discuss the grievance. The final decision at Step Two will be rendered within twenty (20) working days following receipt of the grievance at this final stage.

### **37.06 - Timelines**

- a) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) full working days before the filing of the grievance or where the grievor was aware of said circumstances more than fifteen (15) full working days before the filing of the grievance.
  
- b) Time limits specified in this Article may be extended only by written mutual agreement of the Parties.

### **37.07 - Representatives**

- a) The Union shall notify the Board, in writing, of the name of each Steward and the area(s) they represent and the name of the Chief Stewards, before the Board shall be required to recognize them.

**ARTICLE 37 - GRIEVANCE PROCEDURE (Continued)**

b) The Board recognizes the right of an employee to be represented by their Steward in the presentation of complaints at any stage. Such Steward shall obtain the permission of their Supervisor when presenting grievances or attending meetings with management involving the grievance procedure. Such permission shall not be unreasonably denied. Steward attendance at complaint or grievance meetings shall be without loss of pay or benefits, when such meetings occur during regular working hours.

**37.08 - Arbitration Procedure**

~~a) Failing satisfactory settlement at Step Two, the grievance may be referred to arbitration within twenty (20) working days after the final reply at Step Two. The Party referring the grievance to arbitration shall immediately notify the other Party.~~

b) The arbitration procedure as it pertains to this collective agreement shall be conducted in accordance with the appropriate subsections of the Ontario Labour Relations Act.

c) (i) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree to a Chairperson within ten (10) working days after the notice is given, the Parties shall request the Minister of Labour to appoint a Chairperson.

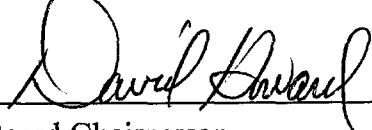
(ii) A single arbitrator may be substituted for a Board of Arbitration, if both Parties agree on the selection within ten (10) working days after receipt by one of the Parties of the other Party's desire to refer the grievance to arbitration. If the two Parties fail to agree upon a single arbitrator with the time so limited, the appointment shall be made by the Minister of Labour pursuant to the Ontario Labour Relations Act.

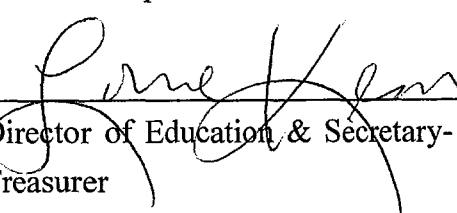
**ARTICLE 37 - GRIEVANCE PROCEDURE (Continued)**

- d) The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both Parties. If there is no majority, the decision of the Chairperson governs.
  
- e) The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement
  
- f) Each of the Parties to this agreement will pay the fees and disbursements of its nominee to the Arbitration Board, where appropriate, and will share equally the fees and disbursements of the Chairperson or Arbitrator, except that neither Party shall be obligated to pay any stenographic costs incurred without its express consent.
  
- g) The time limits fixed in the arbitration procedure may be extended by written consent of the Parties to this Agreement.

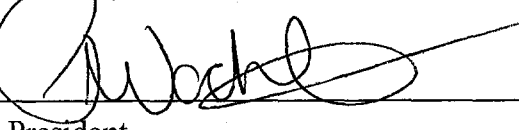
IN WITNESSETH WHEREOF the Renfrew County Catholic District School Board and the Canadian Office and Professional Employees' Union have caused this Agreement to be signed by their duly authorized representatives this  
day of 2005.

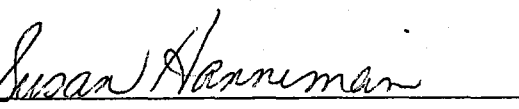
THE RENFREW COUNTY  
CATHOLIC DISTRICT SCHOOL  
BOARD

  
Board Chairperson

  
Director of Education & Secretary-  
Treasurer

THE CANADIAN OFFICE AND  
PROFESSIONAL EMPLOYEES'  
UNION, LOCAL 103

  
President

  
Vice President

**APPENDIX A: Deferred Salary Leave Plan Memorandum of Agreement**

**MEMORANDUM OF AGREEMENT  
(DEFERRED SALARY LEAVE PLAN)**

I, the undersigned employee, have read the provisions of the Deferred Salary Leave Plan as set out in Article 24 of the Collective Agreement and I wish to apply for a deferred salary leave plan.

The particulars of my deferred salary leave plan are:

- a) Date of Leave of Absence: \_\_\_\_\_
- b) Commencement date for Plan deductions from salary: \_\_\_\_\_
- c) End date for Plan deductions from salary: \_\_\_\_\_
- d) Percentage of salary to be deducted: \_\_\_\_\_%

I agree to amendment of the terms and conditions of this Plan if amendment is necessary for compliance with the requirements of Revenue Canada for deferred salary leave plans.

In Witness the Parties have signed this Memorandum.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Board



## APPENDIX B: HOURLY SALARY GRIDS FOR PERMANENT COPE POSITIONS (2004-2005)

### Hourly Salary Grids For Permanent COPE Positions (December 31st 2003)

[The following Salary Grids include the June 8<sup>th</sup> 2003 pay equity increases and are for information only.]

POSITION CLASSIFICATION	START	YEAR 1	YEAR 2
Assistant Delivery Person	7.82	8.21	8.42
Delivery Person/Assistant Warehouseperson	10.93	11.47	11.76
Receptionist/Clerk Typist	12.53	13.37	14.20
Secretary (Special Projects/H&S, Office of Director)	12.48	14.27	16.07
Clerk with Responsibilities	13.60	14.63	15.66
Help Desk/Technician	16.03	17.73	19.44
Warehouseperson	13.60	14.63	15.66
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	14.51	16.30	18.10
School Secretary	14.39	16.18	17.98
Educational Interpreter	19.93	21.70	23.46
Educational Assistants			
Category 1	11.35	12.42	13.48
Category 2	13.07	14.34	15.60
Category 3	14.81	16.23	17.67
Category 4	16.42	18.05	19.65
Campus Youth Workers			
Category 1	10.67	11.74	12.80
Category 2	12.39	13.66	14.92
Category 3	14.13	15.55	16.99
Category 4	15.74	17.37	18.97
Secretary to Manager of Plant Services	16.01	17.72	19.44
Micro-Computer Technician & AV/Computer Technician	16.01	17.72	19.44
Supervisor of Purchasing Services	20.08	21.08	21.61
Network Specialist	18.90	20.70	22.50
Communication Disorders Facilitator	23.01	24.16	24.76
Native Elementary Guidance & Social Counsellor	20.08	21.08	21.61
School and Attendance Counsellors			
Category A	12.60	12.91	13.20
Category B	15.86	16.51	17.16
Category C	18.70	21.16	23.62
Head School Secretary	19.19	21.23	23.27

**Hourly Salary Grids For Permanent Cope Positions (January 1st 2004)**  
**(3% increase)**

<b>POSITION CLASSIFICATION</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
Assistant Delivery Person	8.05	8.46	8.67
Delivery Person/Assistant Warehouseperson	11.26	11.81	12.11
Receptionist/Clerk Typist	12.91	13.77	14.63
Secretary (Special Projects/H&S, Office of Director)	12.85	14.70	16.55
Clerk with Responsibilities	14.01	15.07	16.13
Help Desk/Technician	16.51	18.26	20.02
Warehouseperson	14.01	15.07	16.13
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	14.95	16.79	18.64
School Secretary	14.82	16.67	18.52
Educational Interpreter	20.53	22.35	24.16
<b>Educational Assistants</b>			
Category 1	11.69	12.79	13.88
Category 2	13.46	14.77	16.07
Category 3	15.25	16.72	18.20
Category 4	16.91	18.59	20.24
<b>Campus Youth Workers</b>			
Category 1	10.99	12.09	13.18
Category 2	12.76	14.07	15.37
Category 3	14.55	16.02	17.50
Category 4	16.21	17.89	19.54
Secretary to Manager of Plant Services	16.49	18.25	20.02
Technician	16.49	18.25	20.02
Supervisor of Purchasing Services	20.68	21.71	22.26
Network Specialist	19.47	21.32	23.18
Communication Disorders Facilitator	23.70	24.88	25.50
Native Elementary Guidance & Social Counsellor	20.68	21.71	22.26
<b>School and Attendance Counsellors</b>			
Category B	16.34	17.01	17.67
Category C	19.26	21.79	24.33
Head School Secretary	19.77	21.87	23.97

**Hourly Salary Grids For Permanent Cope Positions (September 1<sup>st</sup> 2004)**  
**(2% Increase)**

<b>POSITION CLASSIFICATION</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
Assistant Delivery Person	8.21	8.63	8.84
Delivery Person/Assistant Warehouseperson	11.49	12.05	12.35
Receptionist/Clerk Typist	13.17	14.05	14.92
Secretary (Special Projects/H&S, Office of Director)	13.11	14.99	16.88
Clerk with Responsibilities	14.29	15.37	16.45
Help Desk/Technician	16.84	18.63	20.42
Warehouseperson	14.29	15.37	16.45
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	15.25	17.13	19.01
School Secretary	15.12	17.00	18.89
Educational Interpreter	20.94	22.80	24.64
Educational Assistants			
Category 1	11.92	13.05	14.16
Category 2	13.73	15.07	16.39
Category 3	15.56	17.05	18.56
Category 4	17.25	18.96	20.64
Campus Youth Workers			
Category 1	11.21	12.33	13.44
Category 2	13.02	14.35	15.68
Category 3	14.84	16.34	17.85
Category 4	16.53	18.25	19.93
Secretary to Manager of Plant Services	16.82	18.62	20.42
Micro-Computer Technician & AV/Computer Technician	16.82	18.62	20.42
Supervisor of Purchasing Services	21.09	22.14	22.71
Network Specialist	19.86	21.75	23.64
Communication Disorders Facilitator	24.17	25.38	26.01
Native Elementary Guidance & Social Counsellor	21.09	22.14	22.71
School and Attendance Counsellors			
Category B	16.67	17.35	18.02
Category C	19.65	22.23	24.82
Head School Secretary	20.17	22.31	24.45

**Hourly Salary Grids For Permanent Cope Positions (September 1<sup>st</sup> 2005)  
(2% Increase)**

<b>POSITION CLASSIFICATION</b>	<b>START</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
Assistant Delivery Person	8.37	8.80	9.02
Delivery Person/Assistant Warehouseperson	11.72	12.29	12.60
Receptionist/Clerk Typist	13.43	14.33	15.22
Secretary (Special Projects/H&S, Office of Director)	13.37	15.29	17.22
Clerk with Responsibilities	14.58	15.68	16.78
Help Desk/Technician	17.18	19.00	20.83
Warehouseperson	14.58	15.68	16.78
Manager's Secretary (Admissions, Assessment & Transportation Services, Business Services)	15.56	17.47	19.39
School Secretary	15.42	17.34	19.27
		23.26	25.13
<b>Educational Assistants</b>			
Category 1	12.16	13.31	14.44
Category 2	14.00	15.37	16.72
Category 3	15.87	17.39	18.93
Category 4	17.60	19.34	21.05
<b>Campus Youth Workers</b>			
Category 1	11.43	12.58	13.71
Category 2	13.28	14.64	15.99
Category 3	15.14	16.67	18.21
Category 4	16.86	18.62	20.33
Secretary to Manager of Plant Services	17.16	18.99	20.83
Technician	17.16	18.99	20.83
Supervisor of Purchasing Services	21.51	22.58	23.16
Network Specialist	20.26	22.19	24.11
Communication Disorders Facilitator	24.65	25.89	26.53
Native Elementary Guidance & Social Counsellor	21.51	22.58	23.16
<b>School and Attendance Counsellors</b>			
Category B	17.00	17.70	18.38
Category C	20.04	22.67	25.32
Head School Secretary	20.57	22.76	24.94

## **LETTER OF UNDERSTANDING #1: Surplus to School Process for Educational Assistants for the School Year 2005-2006**

### **Preamble**

The Board and the Union agree and acknowledge that the provisions of Letter of Understanding #1 (Surplus to School Process for Educational Assistants) shall be in effect for the 2005-2006 school year only. It is understood and agreed that the provisions of Letter of Understanding #1 (Surplus to School Process for Educational Assistants) shall not be in effect after August 31, 2006 unless the Board and Union agree in writing otherwise.

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### **Preliminary Actions**

1. On or before the last school day in the 2004-2005 school year the School Board shall determine the permanent Educational Assistant staffing for each Board school for September 2005.
2. On or before the last school day in the 2004-2005 school year the School Board shall place the permanent Educational Assistants returning from leaves for September 2005.
3. On or before the last school day in the 2004-2005 school year the School Board shall endeavour to place any permanent Educational Assistant who has requested a transfer in accordance with the Transfer Register procedure for September 2005.
4. On or before the last school day in the 2004-2005 school year the School Board shall identify any school which has permanent Educational Assistant(s) surplus to the required staffing for that school for September 2005.
5. On or before the last school day in 2004-2005 the School Board shall determine the vacancies in permanent Educational Assistant positions for September 2005 and list the vacancies on the Vacancy List.

**LETTER OF UNDERSTANDING #1: Surplus to School Process for Educational Assistants for the School Year 2005-2006 (Continued)**

c) The same procedure shall be followed with each Educational Assistant on the Surplus to School List in order of the Educational Assistant's seniority on that List.

**Conditions**

1. It is understood and agreed this Letter of Understanding is not applicable to temporary Educational Assistant vacancies.
2. An Educational Assistant who has part of their position declared surplus to school will be required to make a decision to retain the portion of their position that was not made surplus to school or to be declared surplus to school.
3. A maximum of one bumping or one choice of vacant position per Educational Assistant per year will be permitted. A full time Educational Assistant must bump or select a full time Educational Assistant position. A part time Educational Assistant must bump or select a part time Educational Assistant position with the same percentage of full time equivalent employment.
4. There shall be no partial bumping or partial vacant position selection.
5. Part time Educational Assistants may not exercise their bumping rights or selection of vacant position to attain a position of a higher percentage of full-time equivalent than the position from which they were declared surplus to school.



**LETTER OF UNDERSTANDING #1: Surplus to School Process for Educational Assistants for the School Year 2005-2006 (Continued)**

**Surplus to School Process for September 2005**

1. The Surplus to School Process shall be completed prior to the last school day in June and shall deal only with surplus to school situations and vacancies which are known prior to the commencement of the process.
2. Where it is necessary to reduce the full time equivalent complement of Educational Assistants in the school for the beginning of the 2005-2006 school year the Educational Assistant or Educational Assistants in the school with the least seniority in accordance with the Seniority List (Clause 15.03) shall be declared “surplus to school” provided that the Educational Assistants remaining at the school have the qualifications, ability and willingness to meet the needs of the students at that school.
3. The Educational Assistants declared “surplus to school” shall be ranked in order of seniority in accordance with the Seniority List (Clause 15.03) on a Surplus to School List.
4. a) The Educational Assistant with the most seniority on the Surplus to School List shall have the option of:
  - i) bumping the Educational Assistant with the least seniority on the Seniority List (Clause 15.03) with the same full time equivalent percentage of employment or
  - ii) choosing one of the available vacant positions on the Vacancy List with the same full time equivalent percentage of employmentprovided that the Educational Assistant has the qualifications, ability and willingness to meet the needs of the students at the particular school.
- b) An Educational Assistant who has been bumped from his or her position as the Educational Assistant with the least seniority on the Seniority List shall be added to the Surplus to School List according to that Educational Assistant’s seniority.

## All Alternate or Additional Hours Must be Approved in Advance

### BANKED TIME – Article 12:07 (e)

Banked time is time worked in excess of the regularly required daily hours in order to take time off, in direct proportion to that accumulated, at the rate of regular time.

DATE(S)	STARTING TIME	FINISHING TIME	LENGTH OF UNPAID LUNCH BREAK	NUMBER OF BANKED HOURS EARNED	NUMBER OF BANKED HOURS USED	EMPLOYEE'S SIGNATURE	SUPERVISOR'S SIGNATURE

### OVERTIME -- Article 12:08

As of January 1, 1996, all time worked beyond the normal scheduled day, the normal scheduled week, or on a recognized holiday, shall be considered as overtime and paid at rates of time and one half (1.5).

Overtime on Statutory Holiday: All hours worked on a Statutory Holiday up to seven (7) hours shall be paid at the rate of time and one-half. All hours in excess of seven (7) hours on the Statutory Holiday will be compensated at double (2T) time.

DATE(S)	FROM	TO	NO. OF HOURS IN EXCESS OF  7 HOURS	TYPE OF OVERTIME			REASON FOR OVERTIME	PAYROLL ACTION (Chose from 1, 2, 3, or 4 as shown below)	EMPLOYEE SIGNATURE	SUPERVISOR SIGNATURE
				R.O.	C.B.	R.P.				

**Type of Overtime:** Regular Overtime (R.O.) Art. 12.08 a & c); Call Back Pay (C.B.) Art. 12:08 d) Reporting Pay (R.P.) Art. 12:08 e)

#### Payroll Action

1. Pay \_\_\_\_\_ hours at time and one-half = ( \_\_\_\_\_ hr. @\$ \_\_\_\_\_ = \$ \_\_\_\_\_ ) Submit this form to Payroll Supervisor
2. Pay \_\_\_\_\_ hours at double time = ( \_\_\_\_\_ hr. @\$ \_\_\_\_\_ = \$ \_\_\_\_\_ ) Submit this form to Payroll Supervisor

#### Compensatory Time Off

3. \_\_\_\_\_ hours time off in lieu of overtime at time and one-half = ( \_\_\_\_\_ hr. @ 1.5 = \_\_\_\_\_ hours ) Submit this form with Attendance Report
4. \_\_\_\_\_ hours time off in lieu of overtime at double time -- ( \_\_\_\_\_ hr. @ 2T = \_\_\_\_\_ hours ) Submit this form with Attendance Report







EMPLOYEE ACCIDENT REPORT

PLEASE CONTACT THE HEALTH AND SAFETY OFFICER (KEN JONES) IMMEDIATELY AT 735-1031 FOR ALL ACCIDENTS

Name of employee: \_\_\_\_\_ S.I.N. \_\_\_\_\_

Address: \_\_\_\_\_ D.O.B. \_\_\_\_\_

\_\_\_\_\_ P.C. \_\_\_\_\_ Tel. # \_\_\_\_\_

Workplace / School: \_\_\_\_\_ Position Occupied: \_\_\_\_\_

Normal working hours: \_\_\_\_\_ Part time: \_\_\_\_\_ Full Time: \_\_\_\_\_

Date of accident: \_\_\_\_\_ Time of Accident: \_\_\_\_\_

Was the employee absent from work beyond the day of the injury: Yes  No  Dates: \_\_\_\_\_

Date and hour last worked: \_\_\_\_\_ Time: \_\_\_\_\_

Date accident reported to Immediate Supervisor / Department Head: \_\_\_\_\_ Time: \_\_\_\_\_

What happened to cause the injury? \_\_\_\_\_

What was the employee doing during the time of accident? \_\_\_\_\_

Identify the size, weight and type of equipment or materials involved (if applicable): \_\_\_\_\_

In what specific area did the accident occur? \_\_\_\_\_

Describe the injury, part of the body involved, and specify left or right side: \_\_\_\_\_

Did the employee go to the hospital or seek medical attention? Yes  No  When? \_\_\_\_\_

Name of hospital or clinic: \_\_\_\_\_ Name of attending physician: \_\_\_\_\_

Was first-aid administered? Yes  No  If yes, by whom? \_\_\_\_\_

Name of witness who saw the accident: \_\_\_\_\_

Employee's signature: \_\_\_\_\_

N.B. 1. PLEASE FOR WARD THIS FORM BY FAX THE DAY OF THE ACCIDENT (FAX # 732-1686)
2. PLEASE ENSURE THAT THE PROPER EMERGENCY CARE IS PROVIDED

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