

TYPE	School		
DATE	01	01	01
TERM	03	12	31
No. OF EMPLOYEES	116		
NOMBRE D'EMPLOYÉS	116		

COLLECTIVE AGREEMENT

BETWEEN

RAINBOW DISTRICT SCHOOL BOARD

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 668

JANUARY 1, 2001 – DECEMBER 31, 2003

INDEXED

12/42/02

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Parties of this Collective Agreement, hereinafter referred to as "the Agreement" to set forth the terms which have been mutually agreed upon and which shall be applicable to all members of the Bargaining Unit and the Board during the effective period of this Agreement.

ARTICLE 2 - EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from January 1, 2001 until December 31, 2003, and shall continue in force from year to year thereafter unless not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with written notice of termination or proposed revision of the agreement.
- 2.02 This Agreement shall supersede all previous such Agreements. Except for error, inadvertence or omission, it shall form the basis of computing all salaries and other conditions defined herein. At any time, amendments (deletions or additions) to the clauses defined herein may be made by mutual consent of the Parties concerned in this Agreement. A party wishing to amend the Agreement under this article shall give written notice to this effect.

ARTICLE 3 - SCOPE AND RECOGNITION

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all Educational Assistants in the employ of the Board.

ARTICLE 4 - GENERAL

- 4.01 Where the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the Agreement so requires.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Board to:
- a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees;

- b) hire, retire, classify, direct, transfer, promote, demote, layoff, discipline, suspend or discharge employees, provided that a claim of discriminatory demotion, discipline or suspension, or a claim that an employee has been discharged without just cause may be subject of a grievance and be dealt with as hereinafter provided;
- c) generally manage the services and operations in which the Board is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

5.02 The Board agrees that the rights set forth in this article shall not be exercised in a manner that is inconsistent with the express provisions of this Agreement.

ARTICLE 6 - PROBATIONARY PERIOD

6.01 All new employees of the Board, other than casual and temporary employees, shall be probationary employees until they have successfully completed six (6) months of continuous employment with the Board. The new employee shall receive an appraisal prior to the completion of three (3) months of employment.

It is understood and agreed that any extension to the probationary period will not exceed an additional three (3) months. The release of a probationary employee for failure to meet the requirements of the position shall be deemed to be dismissal for just cause.

ARTICLE 7 - EMPLOYMENT MEDICALS

7.01 Each prospective employee regardless of employment status (casual, temporary, permanent), shall, prior to being hired, be required to satisfactorily pass a medical examination conducted by the Board's physician. The Board's physician shall advise the Board whether or not the prospective employee is capable of doing the job.

ARTICLE 8 - NO DISCRIMINATION

8.01 There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

8.02 There shall **be** no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

ARTICLE 9 – QUALIFICATIONS

- 9.01 The educational qualifications recognized under this Article shall be: a post-secondary diploma/degree in a child or youth related programme. Educational Assistants in the employ of the Board as of September 1, 1998, shall be deemed to possess the required qualifications. The Union acknowledges that the Board may require additional qualifications where such qualifications are necessary to performance of a particular job.

ARTICLE 10 – HOURS OF WORK

- 10.01 a) The daily full-time hours of work will be seven (7) hours, exclusive of lunch. The weekly full-time hours of work will be thirty-five (35) hours. The hours of each position are at the discretion of the Board and will depend on the needs of the position.
- b) Effective September 1, 2001, the daily full-time hours of work will be (6.5) six and one-half hours (3.25 hours for part-time) exclusive of lunch. The weekly full-time hours of work will be (32.5) thirty-two and one-half hours (16.25 hours for part-time). The hours of each position are at the discretion of the Board and will depend on the needs of the position.
- c) Actual hours of work are at the discretion of the Employer. The posted normal hours of work may be changed to meet a specific program need, provided the affected employee is given two (2) days' notice. There shall be no split shifts.

10.02 Overtime

Overtime work should be avoided if possible. When in cases of emergency, it becomes necessary to work in excess of seven (7) hours per day or thirty-five (35) hours per week, (effective September 1, 2001 six and one-half (6.5) hours per day and thirty-two and one-half (32.5) hours per week) the number of hours or part hours are to be reported to the Board Office on the following day using the form provided for this purpose. Accumulated overtime will be taken as time off at a later date at a time mutually agreeable to both parties based upon one and one-half hours off for each hour of overtime accumulated, or be paid on the basis of one and one-half times the employee's regular rate at the election of the employee. Any overtime over twenty-five (25) hours per calendar year for one (1) employee must have prior approval of the Superintendent of Special Education.

ARTICLE 11 - SENIORITY

- 11.01 a) Seniority shall mean the length of continuous service with the Rainbow District School Board and shall include all unbroken service with the Espanola Board of Education, Manitoulin Board of Education and Sudbury Board of Education.
- b) Seniority shall accrue during all approved leaves of absence except during a leave where the employee accepts employment elsewhere in which case, the seniority date shall be appropriately adjusted.
- 1 ■ 02 Service will be considered to have been broken and seniority terminated when an employee:
- a) tenders his/her resignation
- b) is discharged for cause and such discharges is not reversed through the Grievance or Arbitration procedures
- c) is laid off and is not recalled for a period in excess of thirty-six (36) months from the date of layoff
- d) following a layoff, subject to the right to refuse recall under Article 12.04(b), fails to return to work within fourteen (14) calendar days after being notified to do so by certified mail, sent to the last address on file with the Board. It is the responsibility of the employee to advise the Board in writing of their current address and telephone number
- e) is absent from work in excess of three (3) working days without sufficient cause and without notifying the Employer
- f) engages in gainful employment while on sick leave
- g) fails to return to work after the completion of a leave of absence granted by the Employer without sufficient cause and without notifying the Employer
- h) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- 1 ■ 03 When an Employee has been absent from work on sick leave, Workplace Safety and Insurance benefits or long-term disability for a period exceeding twenty-four (24) months, his/her position shall be posted on a permanent basis. If this employee were to return to work, he/she shall exercise his/her rights under the Layoff and Recall provisions of this Agreement.

11.04 Employees with the same date of hire will be listed alphabetically and the ties will be broken by lot each year prior to issuing the April 15th seniority list.

11.05 Seniority Lists

- a) The Manager of Human Resources will maintain an up-to-date version of the seniority list for the purpose of the Layoff and Recall provisions of the Agreement. An updated list will be produced showing seniority as of October 1st, December 31st and April 15th and will be distributed to all schools/work locations.
- b) The seniority list is made up of:
 - i) only permanent employees, and
 - ii) temporary employees who are in temporary positions greater than six (6) months will be placed on the seniority list.
- c) Seniority earned by temporary employees shall have no application with the Collective Agreement until the temporary employee achieves permanent status without a break in service; whereupon the seniority so earned will have full and normal application.

ARTICLE 12 - JOB POSTINGS, LAYOFF AND RECALL

12.01 In the event of layoffs, a representative of Management and a Representative of the Union will review staff deployment. Where a layoff occurs outside of the normal redeployment of staff at the end of the school year, the employee to be laid off shall receive one (1) week of notice, or pay in lieu thereof, for each year of service up to a maximum of eight (8) weeks of notice with a minimum notice of three (3) weeks.

12.02 Definitions

- a) Surplus - an employee shall be deemed to be surplus when there is no position available for him/her at his/her present work location or where his/her hours of work are reduced.
- b) Redundancy - Redundant employees shall be those identified in the spring staffing process to be in excess of the Boards' projected staffing requirements for the system for the upcoming school year.
- c) Layoff - A employee shall be deemed laid-off when there is no permanent position available for him/her.
- d) Geographic Areas - For the purposes of 12.03(h) the Geographic Areas are the work locations within the former Sudbury, Manitoulin and Espanola Boards of Education.

- e) Employees with recall rights - An employee who has been laid off.

12.03

Process

- a) Where the Board has determined that fewer employees will be required at a particular location, the junior employee at that location will be declared surplus. The junior employee shall be the one declared surplus provided that the remaining senior employees have the knowledge, skill and ability to perform the requirements of the remaining work.
- b) By May 31st each year, the Board shall convene a meeting with representatives from the Union to inform them of the staffing requirements at each location for the upcoming school year.
- c) As soon as possible following the May 31st meeting referred to in (b) above, the employees declared surplus shall be notified in person by their principal/supervisor and shall be given, in writing, confirmation from the Human Resources Department of the surplus declaration. Those employees who are declared redundant will be notified in writing by Human Resources.
- d) As soon as possible following the May 31st meeting a list of all vacant permanent positions available for the following school year will be posted for a period of three (3) school days to all permanent employees in the bargaining unit except those on the redundancy list. Only the first additional vacancy shall be posted. The posting shall state the nature and title of the position and the knowledge, skills and ability required. Applications for the job shall be in writing on the Reply to Posting Form attached as Schedule E to this Agreement and shall be made during the period set out for posting.
- e) Compliance with the obligation to post requires that a copy of the posting be date stamped on the day it arrives in each school and immediately be posted in a central location. To ensure availability of the posting for the full posting period, the posting shall arrive at each school the day before the posting period commences. It shall be the responsibility of the employees to become informed of all properly posted vacancies.
- f) If a vacancy for the full school year occurs during the summer months, the Board will post the position(s) at the Board Office, Manitoulin Secondary School and Espanola High School on the third Monday in August for a period of three (3) business days. Vacancies arising out of this posting will be posted on the fourth (4th) Monday in August. It will be the responsibility of the employee to check for postings. Any resulting vacancies will be filled in seniority order by permanent part-time employees or employees with recall rights provided they have the knowledge, skill and ability to perform the requirements of the position.

- g)
 - i) Vacancies which arise after the start of the school year will be filled temporarily first by employees with recall rights then by casual/temporary employees until December 31st of that school year or until the vacancy ends whichever is sooner. These vacancies will be reviewed by the Board in November and any vacancies that are expected to continue until the end of the school year will be posted to permanent employees before November 30th to commence after the Christmas break. The resulting vacancies created by this posting will be filled in seniority order by permanent part-time employees or employees with recall rights provided they have the knowledge, skill and ability to perform the requirements of the position.
 - ii) Any vacancies which arise after school commences in January will be filled on a temporary basis first by employees with recall rights then by casual/temporary employees.

h) Filling Vacancies

In filling a permanent vacancy the following factors shall be considered:

- a) seniority
- b) knowledge, skills and ability to perform the work
- c) physical fitness to do the job

It is understood that where the factors referred to in b) and c) above are relatively equal, then the employee with the greatest seniority shall be appointed. The Board shall evaluate factors b) and c). Factor b) shall be considered to include, for the purpose of judging ability, the relevant elements such as skills, experience, knowledge, training and work record with the Board.

The successful applicant and the Union will be notified in writing within ten (10) days of the close of the posting date. The Principal will advise the unsuccessful applicants in writing within ten (10) days after the position is filled and the right of employees to grieve shall flow from the date on which they are so advised.

- i) If, after the two postings referred to in (d) above, there are still employees previously declared surplus without permanent positions these employees will be offered, in seniority order, the remaining permanent vacancies provided they have the knowledge, skill and ability to perform the requirements of the position. If the vacancy is within the employee's current geographic area and reflects the same number of hours the surplus employee must take the position or accept layoff.

- j) If there are still surplus employees after the process in (i) above, these surplus employees will displace **less** senior employees in the following manner and sequence provided they have the knowledge, skill and ability to perform the job:
 - i) The most senior employee, either full-time or part-time, shall displace the most junior full-time employee in his/her current geographic area.
 - ii) Where there is no junior full-time employee within his/her current geographic area, he/she shall then displace the most junior full-time employee in the Board.
 - iii) Where there is no full-time displacement opportunity under i) or ii) above, the senior surplus employee shall then **displace** the most junior employee in his/her geographic area.
 - iv) Where there is no junior part-time employee within his/her geographic area then the senior surplus employee shall displace the most junior employee in the Board.
 - v) It is understood that a surplus employee shall have the right to waive the applications of j) ii, iii or iv of this article and either proceed to the next step of the displacement sequence or accept a layoff and be placed on the list of employees awaiting recall.
- k) Where it is necessary to declare surplus employees at times other than the May 31 staffing process the procedure outlined in Article 12.03 (j) will be followed where displacement of a junior employee is necessary.

12.04

Recall

- a) Employees awaiting recall shall be recalled to available positions in order of seniority after the posting process outlined in 12.03 is completed provided that the senior employee has the knowledge, skill and ability to perform the available job. No new employee **shall** be hired from outside of the bargaining unit before all employees on the recall list have been placed provided that an employee on the recall list has the knowledge, skill and ability to perform the available job.
- b) Refusal of an employee to accept recall to a permanent position within the geographic area from which their recall rights originate will result in termination and **loss** of recall rights.

- c) Where more than one vacancy exists at the time of recall for which employees on the recall list are qualified, the employees, in order of seniority, shall be offered an opportunity to choose the vacancy to accept for recall.

12.05 For the purpose of this article in identifying redundant and surplus employees, the employee shall be deemed to have the requisite qualifications if he/she advises the Board of his/her intent to obtain the required qualifications prior to the start date of the work assignment. It is understood that failure to obtain the required missing qualification(s) prior to the start of the work assignment shall result in the employee being placed on the redundancy list. It is understood that where additional required skills can be reasonably provided by in-service training during the school year, and the students would not be affected by a delay in providing the required in-service training, the employee shall be deemed to possess the requisite skills.

12.06 Where the Employer finds it necessary to relocate a program from one school to another, the incumbent employee shall be offered the opportunity to move with the program provided the position continues to exist at the new location.

ARTICLE 13 – CASUAL AND TEMPORARY EMPLOYEES

13.01 Casual Employees

Casual employees are those hired to replace permanent employees who are absent from work for periods not to exceed 2 consecutive months or to fill a special non-recurring task not to exceed 2 consecutive months. Where a casual assignment exceeds 2 consecutive months, the status of the casual employee shall change to temporary employee and credit accrual for both seniority and sick leave shall be back-dated to the start of the casual assignment.

13.02 Temporary Employees

- a) Temporary employees are those hired to:
 - i) replace a permanent employee who is off work on an approved leave of absence, in receipt of compensation, on sick leave or on long term disability for a period exceeding 2 consecutive months in the same position; or to
 - ii) fill a vacancy exceeding 2 consecutive months which occurs after the start of the school year.
- b) The release or discharge of temporary employees during or at the end of the term or project shall not be the subject of a grievance or

arbitration and the expiry of a project shall not be deemed to be a layoff under this Collective Agreement.

- c) A temporary employee who is hired into a permanent position without interruption of service, shall be credited with the seniority accrued during his/her period of temporary employment. It is understood however, that such an employee shall be subject to the full probationary period in the permanent position.
- d) Except as specifically provided in this agreement, temporary employees shall have all other rights as outlined in the Collective Agreement under which they are employed.

ARTICLE 14 - UNION DUES DEDUCTION

- 14.01** The Board shall check off Union dues from the wages of all bargaining unit employees and this amount shall be forwarded to the Union's head office in Toronto, Ontario, by the fifteenth (15th) of the month following the month in which deductions were made.
- 14.02** Dues deductions shall be in the amounts as shall, from time to time, be prescribed by the First Vice-president Treasurer of the Union by letter to the Board.
- 14.03** The Board shall, when remitting such monies, provide the names, social insurance numbers, addresses and amounts so paid of each of the employees from whose pay the deductions were so made.
- 14.04** The Union agrees to indemnify and save the Board harmless from any liability arising out of the operation of this Article.
- 14.05** The Board agrees to report total annual Union dues deducted on T-4 slips.
- 14.06** The Board agrees to advise the Union regional office as soon as possible when an Educational Assistant is newly hired, providing the employee's name, position filled, job posting number and the qualifications held by the employee.

ARTICLE 15 – UNION REPRESENTATION

- 15.01** The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he/she wishes to do so and may refrain from becoming a member if he/she so desires.

15.02 The Employer shall recognize a Union Staff Representative who may be assigned to assist these employees in the discharge of their duties.

15.03 The Union shall provide the Employer with an up-to-date list of the names, office and jurisdiction held by each employee acting pursuant to this article, and only those thus named shall be recognized by the Employer.

Stewards will normally deal with matters arising in their area of jurisdiction. If the Steward for an area is unavailable, the alternate steward, as designated in writing by the Union, may be excused by his/her supervisor to deal with the matter.

15.04 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

15.05 It is understood that representatives of the Union have their normal duties to perform: therefore no representative shall leave his/her duties to conduct Union business, as provided in this Agreement, without prior consent of his/her supervisor, which shall not be unreasonably withheld.

15.06 Employee Relations Committee

A committee consisting three (3) representatives of the Union and three (3) persons appointed by the Superintendent of Business Administration may meet at the request of either party three (3) times a year to discuss matters of mutual concern. Special meetings may be called for the purpose of discussing matters of urgent concern.

15.07 Union Committee

a) All time taken by stewards for their Union activities shall be without **loss of pay**.

b) It is recognized that stewards are employed to perform assigned work for the Employer. No steward shall leave his/her work during working hours without first obtaining the permission of the person designated by the Employer. The steward must report back to the authorizing person upon completion of the duties for which leave has been granted.

c) Negotiating Committee

The Employer recognizes the Union Negotiating Committee comprised of three (3) members and the OPSEU Staff Representative. Where possible, meetings will be scheduled outside working hours.

d) Reimbursement Cost for Union Business

The Union will reimburse the Employer for the full salary paid to any committee member or steward granted leave under this article.

15.08

- a) The Employer, upon four **(4)** weeks' written notice from the Union shall grant a leave of absence to employees appointed by the Union to attend Union functions for an aggregate of twenty **(20)** calendar days in a calendar year (excluding any leave under Article **15** providing the granting of such leave does not unduly interfere with the efficiency of operations and that no more than two **(2)** employees shall request such leave at any one time. The Union shall reimburse the Board for the full salaries paid to employees taking leave under this provision.

15.09

Central Union Leave

- a) When an employee is elected as the Union's President or First Vice-President (provincially), the Union shall, immediately following such election, advise the Employer of the name of the employee so elected. A leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. When the employee returns at the conclusion of the leave of absence, he/she shall be offered a position within the classification that he/she held at the commencement of the leave. In the event that the employee's position is no longer available, upon his/her return, he/she will be returned to his/her former position if such position exists. If such position does not exist, upon return of the employee, the procedures of Article **12** shall apply as required.
- b) Where an employee is elected or appointed as an Executive Board Member or Executive Officer of OPSEU, such employee shall be granted a leave of absence with pay and benefits to exercise the duties of such appointment, provided that the employee gives the Employer at least four **(4)** weeks' written notice, and such leave shall be restricted to one **(1)** employee at any one time.
- c) The Union shall reimburse the Employer the amounts paid on behalf of employees under this article.

ARTICLE 16 - COMPLAINT AND GRIEVANCE PROCEDURE

16.01

It is understood that any of the time limits referred to in this article may be extended by mutual agreement.

16.02

Complaints

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has first given the Board opportunity of adjusting his/her complaint. If an employee has a complaint which he/she wishes to discuss, he/she shall take the matter up with his/her immediate supervisor within ten (10) working days after circumstances giving rise to the complaint have originated or occurred. The immediate supervisor shall reply within seven (7) working days after the complaint has been heard.

16.03

If the employee's complaint is not settled under **16.02** above, it may be taken up as a grievance within five (5) working days following the supervisor's decision in the following manner and sequence:

STEP 1

The employee may present his/her alleged grievance to his/her immediate supervisor. The grievance shall be in writing on the grievance form attached as Schedule D and shall include the nature of the grievance and where possible, the article(s) of the collective agreement alleged to be violated and the remedy sought. The supervisor shall deliver his/her decision in writing within five (5) working days following the presentation of the grievance to him/her.

STEP 2

If the employee's complaint is not settled at Step 1, it may be submitted within five (5) working days following the written decision of the supervisor to the Manager of Labour Relations who shall consider it in the presence of the person or persons presenting same and the employee's immediate supervisor. The Manager of Labour Relations shall render his/her decision in writing within ten (10) working days following the meeting. Should no settlement satisfactory to the employee concerned be reached within ten (10) working days following the meeting, the next step in the grievance procedure may be taken at any time within five (5) working days thereafter.

It is understood that either party may have such counsel and assistance as he/she may desire at any such meeting.

STEP 3

The aggrieved employee may submit his/her grievance in writing to the Director of Education (or designate). The Director (or designate) will meet with the grievor and the Union steward to discuss the matter within ten (10) working days of the reference to Step 2 and the Director (or designate) shall give a written decision within five (5) working days following the meeting. If the decision of the Director (or designate) is not forthcoming or is not

satisfactory to the employee concerned, the Union may request within five (5) working days following the meeting with the Director (or designate), but not later, to have the grievance arbitrated.

It is understood that either party may have such counsel and assistance as he/she may desire at any such meeting.

16.04 Dismissal Grievance

An employee who has completed his/her probationary period and believes that he/she has been dismissed without just cause may submit a grievance directly to Step 2 within five (5) working days of receiving his/her letter of dismissal. Such grievance may be settled by confirming the Board's action, or by reinstating the employee with full, partial or no compensation and seniority, or by any other arrangement which is deemed just and equitable.

16.05 Group Grievances

When it is alleged that the Board has misinterpreted the Agreement and such misinterpretation if applied and/or carried out would affect two (2) or more employees to the same extent or in the same manner, a grievance on behalf of all affected employees may be submitted directly at Step 2 within five (5) working days of the occurrence.

16.06 Policy Grievance

Any difference (hereinafter called a direct difference) arising directly between the Board and the Union as to the interpretation, application, administration or alleged violation of this agreement, instead of following the procedures set out in Section 16.03, shall be submitted in writing within fifteen (15) working days of the occurrence of such incident by the grieving party to the other.

The written notice shall specify the nature of the grievance, the remedy sought, and the provisions of the agreement alleged to be violated. There shall be a discussion of such grievance between the officers of the Local Union and representatives of the Board. If the parties are unable to resolve said grievance, it may then be referred to arbitration by either party within twenty-one (21) working days of the meeting.

ARTICLE 17 - ARBITRATION

17.01 Both parties to this Agreement agree that any dispute or grievance concerning discipline or discharge or the interpretation or alleged violation of this Agreement, including a dispute over whether any matter is arbitrable, which has been properly carried through all the steps of the grievance

procedure, will be referred to a sole arbitrator at the request in writing of either of the parties hereto.

- 17.02 When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request, in writing, addressed to the other party to this Agreement. The parties shall attempt to select an arbitrator by agreement. If they are unable to agree within a period of five (5) working days of the notice to arbitrate, then the party initiating arbitration shall make application to the Labour-Management Arbitration Commission for the appointment of a sole arbitrator.
- 17.03 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to, or amend any part of this Agreement.
- 17.04 Both parties shall jointly and equally bear the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.
- 17.05 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 18 - NO STRIKE / NO LOCKOUT

- 18.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long **as** this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 19 - LUNCH PERIODS

- 19.01
- a) Educational Assistants shall be entitled to a minimum unpaid lunch period of one-half (1/2)-hour during which they shall be free from responsibility for students.
 - b) An employee and his/her Principal may agree to an arrangement where the employee works during his/her lunch period on a regular basis and concludes his/her workday a half (1/2)-hour early. Such agreements shall be reduced to writing, signed by both the employee and the Principal and copies shall be forwarded to the Manager of Human Resources and the Union.
 - c) An employee and his/her Principal may agree to extend the half-hour unpaid lunch period by adding to it either one or both of the fifteen (15)-minute rest periods to which the employee is entitled under 19.02. Such agreement shall be reduced to writing and signed by both the

employee and the Principal and copies shall be forwarded to the Manager of Human Resources and the Union.

19.02 Rest Periods

Each full-time Educational Assistant shall be entitled to a fifteen (15) minute paid rest period in each half of the school day.

ARTICLE 20 – CONTRACTING OUT

20.01 The Parties hereto agree that for the term of this Collective Agreement there shall be no contracting out by the Board of the work or services of a kind now performed by the employees herein represented.

ARTICLE 21 - LEAVE PLANS

Article 21.01 Cumulative Sick Leave Plan

- a) i) Twenty (20) days will be credited to each full-time employee's sick leave account on the first day of September of each year based on two (2) days for each month worked in the school year.
- ii) Part-time employees will receive sick leave credits prorated to the percentage employed in relation to a full-time employee.
- iii) Employees will not be granted sick leave credits during any period of unpaid leave of absence which exceeds twenty (20) consecutive days or while in receipt of LTD with the exception of the statutory period of pregnancy/parental leave.
- iv) Employees who commence a leave of absence/LTD after the September allocation has been granted will have their sick leave balance adjusted to reduce ~~two~~ (2) days per month from the twenty (20) day allocation for each month of absence (up to a maximum of twenty (20) day deduction).
- b) Temporary employees shall receive sick leave credits of two **(2)** days per month cumulative for the period of the temporary assignment only and are not covered by any of the other provisions of Article 21 except (c).
- i) When an employee is absent from duty for reasons of illness for a period exceeding five (5) consecutive days, the Board may request that the illness be verified by a qualified medical, chiropractor or dental practitioner.
- ii) Notwithstanding subparagraph (i), where there is probable

cause, the Board may require an employee to submit the certificate for a period of absence of less than five (5) consecutive days. Where the Board requests a certificate for a period less than five (5) days the Board will reimburse the employee for any payment the employee made to the medical practitioner for the purpose of obtaining the certificate.

d) Where an employee is covered by the Long Term Disability (LTD) Plan the use of sick leave credits shall be limited to the **120** day elimination period provided in the Long Term Disability Policy. Where the processing of an employee's claim for LTD benefits has been delayed beyond the **120** day elimination period and the employee is in no way responsible for the delay, the Board will continue to pay the employee out of his/her accumulated sick leave credits until the employee receives benefits from the LTD Plan. Upon receiving benefits from the LTD Plan, the employee will reimburse the Board the amount of salary received beyond the **120** day elimination period for which the employee has also received benefits under the LTD Plan. The number of days that are reimbursed to the Board will be restored to the employee's accumulated sick leave account.

21.02 LEAVE OF ABSENCE

The Board may grant leave of absence to permanent employees by written request on Schedule F - Application for Leave of Absence in the following cases:

a) Witness and Jury Leave

When an eligible employee is required to be absent because of jury duty or when subpoenaed to court provided he/she is not a party to the action, he/she shall be subject to neither **loss** of pay nor deductions from sick leave credit.

b) Bereavement Leave

When an employee is required to be absent because of the death of a member of his/her immediate family, he/she should be granted up to five (5) consecutive working days without **loss** of pay or deductions from sick leave credit. Immediate family would include: father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and guardian.

When an eligible employee, in the discretion of the Principal, is required to be absent because of the death of any other person,

he/she should be granted one (1) day without loss of pay or deduction from sick leave credit.

c) Professional Leave

When an eligible employee is required to be absent for professional purposes approved by the Superintendent of Special Education, the necessary time will be provided without **loss** of pay or deduction from sick leave credit. Professional purposes may include conferences or professional development.

d) Personal Reasons

i) Educational Assistants shall be granted up to six (6) half-days off with pay per school year for personal reasons with the written approval of the immediate supervisor. Such half-days may be taken individually or in combination and may be used in combination with bereavement leave.

ii) Leave for personal reasons will be granted to attend to personal matters which require the employee's attendance and which cannot be scheduled outside the normal work day.

iii) Requests for leave other than for personal reasons may be granted, without pay. Requests for such leave must be approved by the Manager of Human Resources.

e) Leave for Examinations

For the purpose of writing a final examination toward a university degree or for a higher professional certificate, if the examination is written locally during the day, the full day during which the examination is written will be granted without **loss** of pay or deduction of sick leave credit. If the examination is not written locally, but is written on a regular work day, two (2) days will be granted, on the same conditions. Where an examination is written on a **week-end** but not locally, one (1) day will be granted, on the same conditions.

f) Convocation

For the purpose of attending convocation ceremonies where a degree is being conferred on the employee or on his/her daughter, son, husband, wife, mother or father, one (1) day will be granted if the convocation is held locally during a regular work day. Should the convocation be on a regular work day but not held locally, two (2) days will be granted. If it is held out of town on a **week-end**, one (1) day will

be granted. In all cases, the time off will be without **loss** of pay or deduction from sick leave credit.

g) Early leaving/late returning to and from holidays will not be granted. However, where unavoidable developments occur in returning a normal day's pay will be deducted for each day of absence.

h) General Leave

Requests for general leave for up to one (1) year at a time, without pay or benefits, will be considered on an individual basis by the Manager of Human Resources. An extension for a general leave may be considered upon written request to the Manager of Human Resources three (3) months before the leave is scheduled to end but shall not be extended beyond two (2) years of absence. Upon completion of the leave, the employee will be returned to his/her former position if such position exists. If such position does not exist, upon return of the employee from leave, Article 12 shall apply.

i) It is understood **that** approval for all of the leaves of absence under this article shall not be unreasonably denied.

j) Quarantine

When an employee is quarantined under the direction of the Medical Officer of Health, **he/she** shall be subject to neither **loss** of pay nor deductions from sick leave.

21.03 PREGNANCY AND PARENTAL LEAVE

a) Employees shall be entitled to Pregnancy, Adoption and Parental Leave in accordance with the terms of the ***Employment Standards Act***.

b) At the request of the employee to the Manager of Human Resources three (3) months before the leave is scheduled to end, Pregnancy, Adoption and Parental Leave shall be extended to an aggregate of two (2) years.

c) The duration of Pregnancy, Adoption and Parental Leave will be in accordance with the ***Employment Standards Act*** in effect January 2001. The requirement for employer paid benefits during the statutory period of leave will be in accordance with the ***Employment Standards Act*** in effect at the time of leave.

21.04 PATERNITY LEAVE

- a) The Board shall grant Paternity Leave in order that an employee may assist or be present at the birth of his child.
- b) Such leave shall be up to two (2) days in duration and shall be without pay and without deduction from sick leave, or the employee may use personal reasons outlined in 21.02(d), not to exceed the maximum number of days provided.
- c) Should complications arise, additional leave may be granted by mutual consent of the parties concerned.

21.05 REIMBURSEMENT OF COURSE FEES

The Board will reimburse Educational Assistants who have successfully completed additional courses on the following basis:

- a) For approved courses involving improvement of working skills required on the job - 100% of course fee to a maximum of \$400 in any one (1) calendar year.
- b) For credit courses leading towards a university degree or a second community college certificate - 75% of course fee to a maximum of \$400 in any one (1) calendar year.
- c) Approval for the reimbursement of course fees must be obtained from the Manager of Human Resources prior to taking the course.

21.06 Absence due to Compensable Accident

- a) In cases where the absence is due to an accident compensable under the **Workplace Safety and Insurance Act** or covered by any other type of accident insurance, the premiums for which are paid by the Board, the period of absence charged against the sick leave credits shall be reduced to give effect only to the proportion of salary paid by the Board.
- b) In the event that an employee is receiving payment under the Long Term Disability Plan, and the employee's sick leave credits have not been exhausted, the Board will pay the difference between the employee's regular salary and the amount received under the Long Term Disability Plan.

In such cases the period of absence charged against the sick leave credit shall be reduced to give effect to only the proportion of salary paid by the Board.

ARTICLE 22 - PRINTING OF BOOKLETS

- 22.01 The Union and the Board desire every employee to be familiar with the provisions of this Agreement. For this reason, the Board shall print sufficient copies of the Agreement within thirty (30) days of signing, for distribution by the Board to the members of OPSEU Educational Assistants. Each new employee will receive a copy of this Agreement at the time of hiring. The cost of printing the Collective Agreement will be equally shared by both the Union and the Board.

ARTICLE 23 - STAFFING AT GATCHELL SCHOOL

- 23.01 Where Educational Assistants are allocated to Gatchell School, there shall be at least one of each gender to provide supervision in gender-segregated facilities. It is understood that this Article remains applicable only **so** long as the Employer cannot reasonably accommodate its service requirements without sex specific staffing.

SIGNATURES

Dated at Sudbury this ____ day of _____, 2001.

SIGNED AND AGREED ON BEHALF **OF** RAINBOW DISTRICT SCHOOL BOARD

Chairperson

Director of Education

SIGNED AND AGREED ON BEHALF OF THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION LOCAL 668

Chief Negotiator

Committee Member

Committee Member

Committee Member

SCHEDULE "A"

SALARY SCHEDULE

Effective January 1, 2001:

Year 1	Year 2	Year 3	Year 4	Year 5	Maximum
\$15.45/hr	\$16.16/hr	\$16.87/hr	\$17.57/hr	\$18.13/hr	\$18.99/hr

Effective January 1, 2002:

Year 1	Year 2	Year 3	Year 4	Year 5	Maximum
\$15.91/hr	\$16.64/hr	\$17.38/hr	\$18.10/hr	\$18.67/hr	\$19.56/hr

Effective January 1, 2003:

Year 1	Year 2	Year 3	Year 4	Year 5	Maximum
\$16.39/hr	\$17.14/hr	\$17.90/hr	\$18.64/hr	\$19.23/hr	\$20.15/hr

Casual/temporary employees will be paid at Year 1 on the salary schedule plus 4% vacation pay.

METHOD OF PAYMENT

All employees will be paid bi-weekly by direct deposit in the bank of their choice.

ADVANCEMENT ON SALARY SCALE

All newly hired permanent employees will be hired at Year 1 on the salary schedule. Advancement to the next level will be after the completion of 12 months of active service from the date of hire and on the completion of each 12 months of service thereafter until the maximum salary is achieved. No service will be credited during periods of leave of absence in excess of 30 continuous calendar days (except the statutory period of pregnancy leave), periods while laid off or while off work in receipt of LTD, or periods while in receipt of WSIB in excess of 20 consecutive calendar days. For the calculation of 12 months of service for salary purposes the Christmas, March and summer breaks will not constitute a break in service.

SCHEDULE "B"

BENEFIT PLANS

B 101 The Board agrees to contribute on the following basis to the various benefits for participating eligible permanent employees in the active employ of the Board under the plans set out below subject to the insurers' respective terms and conditions including any enrolment requirements while an employee is receiving regular salary or paid sick leave from the Board. Redundant permanent employees will also be eligible for benefits upon commencing a temporary assignment.

- a) Extended Health Care Plan 90%
 - a - \$8.00 cap on dispensing fee paid by the plan 90%
prescription/generic drug plan
 - vision care (\$200) every 2 years and hearing aid benefit plan (\$300) every 5 years
 - semi-private

- b) Dental Plan (1996 O.D.A. Fee Schedule) 90%
Level 1 and II age)
(9 month recall for members of dependents over 18 years of
(2000ODA Fee Schedule effective January 1, 2002)

- c) Life Insurance - Group and A.D.&D. 90%
Insurance 2x's salary

- d) (\$5,000) Spousal and (\$2,500) 90%
Dependent Life Insurance

- e) Long Term Disability

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the employee. The Board is not the policy holder of the Long Term Disability Contract nor will the Board be liable should a claim for LTD be denied. Participation in the LTD Plan will be at the sole discretion of the employee subject to the carrier's requirements for enrolment.

B 1.01

f) Optional Life Insurance

In addition to the basic Group Insurance Plan, each Educational Assistant will be entitled to purchase further \$25,000 units of insurance to a maximum of \$200,000 of insurance, providing the requirements of the insurance carrier are satisfied. The Board will assume the cost of administering this optional coverage, and the Educational Assistant will pay the cost of the premiums.

- g) Enrolment in the Group Life A.D. & D. Plan is compulsory for all new full-time employees.
- h) Employees retiring prior to age 65 may continue in the Board's plan under a) b) c) and d) until the end of the month following their 65th birthday providing they pay to the Board in advance full premium cost. Group life insurance under this provision will be 50% of the face amount of insurance prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier. Optional Life Insurance with the Board will cease at retirement.
- i) Spouses of deceased Board employees may remain in the Board's EHC and Dental Plan for a period up to two (2) years according to the insurer's regulations providing they remit to the Board in advance the full premium cost of the benefits maintained.
- j) The Board shall provide the Union with a copy of all master agreements covering all benefit plans applicable to employees covered by this agreement and shall provide the Union with copies of any changes in the insurer's respective terms and conditions of such plans.

B1.02

A four (4) member Fringe Benefit sub-committee consisting of two representatives, each of the Board and the Union will meet upon the request of either party to review the cost and specifications of existing plans (or alternatives) and to make recommendations to the Board and the Educational Assistants.

B2.01

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

- a) Enrolment in OMERS is compulsory for all full-time employees (thirteen(13) hours or more).
- b) The Board will match the employees' contributions.

SCHEDULE "C"

VACATIONS

C 1.01 VACATION PERIOD- JULY 1ST TO JUNE 30TH YEAR FOLLOWING

Permanent employees who have completed the following years of service with the Board or its predecessors shall be granted annual vacations with pay according to the following schedule:

VACATION ENTITLEMENT

Less than one (1) year's service 5/6 of a day for each month or major fraction thereof of service prior to June 30th but not exceeding (10) ten working days:

Years of Service as of June 30th of each year

From 1 - 3 years' service	10 days
4 " "	15 "
5 " "	17 "
6 " "	18 "
7 " "	19 "
8 - 9 " "	20 "
10 " "	21 "
11 " "	22 "
12 " "	23 "
13 " "	24 "
14 " "	25 "
15 - 16 " "	26 "
17 - 18 " "	27 "
19 - 20 " "	28 "
21 - 22 " "	29 "
23 - 24 " "	30 "
25 " "and over	31 "

It is acknowledged by the parties hereto that employees will be on vacation during the school Christmas Break and the school Spring Break in each year of the agreement. Any remaining vacation will be paid as vacation pay at the end of the school year.

Casual and temporary employees' will receive 4% vacation pay on each cheque and are not eligible for vacation with pay.

C 1.02 An employee leaving the service of the Board at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to vacation with pay pro-rated in accordance with the provisions of the article.

C1.03 One (1) day of regular vacation may be designated as a floating day to be used at the discretion of the employee, subject to the approval of the immediate supervisor, with prior notice of two (2) weeks.

C 1.04 STATUTORY HOLIDAYS

All permanent employees and temporary employees who have been employed continuously for at least one (1) month immediately preceding the holiday shall be paid a regular day's pay for each of the following days provided that the employee has worked his/her regularly scheduled day of work immediately preceding and his/her regularly scheduled day of work immediately following the holiday:

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

- a) Should New Year's Day, Canada Day, Christmas Day or Boxing Day fall on a Saturday or a Sunday, employees shall be granted a day off in lieu thereof.
- b) In place of Remembrance Day, which is not a school holiday, permanent employees may substitute a day off with pay at a time mutually agreeable to both the employee and the Board.
- c) Temporary employees will receive pay in lieu of Remembrance Day.

C 1.05 In the event that a paid holiday falls within the employee's regular vacation period, he/she shall not be required to schedule vacation on the paid holiday.

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 668
EDUCATIONAL ASSISTANTS**

GRIEVANCE FORM
(to be completed in triplicate)

Grievance No.: _____ **Step:** _____ **Date of filing:** _____

Name of member with grievance: _____

Address: _____ **Home Phone:** _____

School/Department: _____ **Classification:** _____

TO: _____

Articles(s) alleged violated: _____

Description of the alleged violation: _____

Relief sought: _____

Signature of employee(s)

Signature of Grievance Officer

Date: _____

RAINBOW DISTRICT SCHOOL BOARD
REPLY TO POSTING FORM
(EDUCATIONAL ASSISTANTS)

A detailed resume outlining work experience must be attached.

- 1. POSTING NUMBER
- 2. LOCATION NAMED IN POSTING _____
- 3. NAME OF APPLICANT _____
- 4. SENIORITY NUMBER _____
- 5. PRESENT LOCATION _____
- 6. QUALIFICATIONS

DEGREES/DIPLOMAS	OTHER FORMAL TRAINING COURSES & WORKSHOPS)

9. _____
Date of Application

10. _____
Signature of Applicant

- Distribution to:
- 1) Principal/Manager named in posting
 - 2) Human Resources Department
 - 3) O.P.S.E.U. President

APPLICATION RECEIVED BY PRINCIPAL/MANAGER NAMED IN POSTING	
DATE _____	TIME _____
SIGNATURE _____	

**RAINBOW DISTRICT SCHOOL BOARD
APPLICATION FOR LEAVE OF ABSENCE**

NAME OF APPLICANT (please print) _____

WORK LOCATION _____

I wish to apply for the Leave of Absence designated below and as provided by the Collective Agreement between Rainbow District School Board and the members of OPSEU Local 668 employed by the Rainbow District School Board.

I am applying for the following leave: (Check one)

General Leave for the purpose of _____

Other (Please specify) _____

Length and dates of leave requested _____

Upon being granted this leave, I realize it is my responsibility to notify the Board three (3) months prior to the expiration of the leave of my intent to return to the Board or to renew the leave.

Date

(Signature of Applicant)

Date

(Signature of Principal/Supervisor)

Please contact the Human Resources Department 674-3171 (ext. 224) for information about Fringe Benefits while on Leave of Absence.

p.c. Employee
Principal/Supervisor
Human Resources Department

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