

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
EDUCATIONAL SUPPORT STAFF UNIT (E.S.S.U.)
OF DISTRICT 3
OFFICE, CLERICAL, TECHNICAL**

Effective July 1, 2003 to June 30, 2006

| | | |
|-----------------------|----------|-------|
| FILE No. 201 0777 | | |
| CERT. FILE | | |
| CERT. DATE | | |
| TOTAL EMPS 138 | | |
| EFF. DATE 01-JUL-2003 | | |
| EXP. DATE 30-JUN-2006 | | |
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OFFICE OF
JUL 21 2003
COLLECTIVE BARGAINING

12382(03)

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ARTICLE 1 - **GENERAL PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Board and the employees, to provide for an ongoing means of communication between the Union and the Board, and the prompt and equitable disposition of grievances, and the final settlement of disputes, and to establish and maintain terms and conditions of employment in accordance with the provisions of this Agreement.

ARTICLE 2 - **EFFECTIVE PERIOD**

- 2.01 This Agreement shall be in effect from July 1, 2003 to June 30, 2006 and shall remain in effect from year to year thereafter unless either party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.
- 2.02 In the event that either Party gives notice as defined in Article 2.01, the Parties will meet to negotiate within fifteen (15) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.
- 2.03 This Agreement shall supersede all previous agreements. Except for error, inadvertence or omissions, it shall form the basis for determining all salaries and other conditions defined herein. Amendments to the provisions herein contained shall be made only by mutual written consent of the parties.
- 2.04 Notwithstanding the above, amendments and/or revisions to this agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

ARTICLE 3 – **SCOPE AND DEFINITIONS**

- 3.01 a) The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive Bargaining Agent for all Office, Clerical and Technical employees employed by the Rainbow District School Board save and except Executive Assistants, Plant Supervisors, Assistant Managers (and all persons above the rank of Assistant Manager), Payroll Supervisor, Human Resources Administrator, Executive Secretary – Academic, Communications Officer, Accountant and all other persons covered by a subsisting collective agreement.
- b) The parties agree that for the term of this agreement, there shall be no restriction on contracting out by the Employer of work or services now performed by union employees, provided that no permanent or probationary employee hired prior to the expiration of this agreement shall, as a result of such contracting out, lose employment.

- c) No volunteer(s) or Co-op student(s) shall have access to any information covered by the *Freedom of Information and Protection of Privacy Act*.

3.02 The Board recognizes the right of O.S.S.T.F. to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

3.03 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

3.04 a) "Full-time employee" as referred to in Article 12 means an employee who is normally and regularly scheduled to work 35 hours per week (or two half-time positions of 17.5 hours) worked in five (5) days of seven (7) hours each Monday to Friday.

b) "PART-TIME" employee means an employee who shall work fewer hours than a full-time employee as defined in Article 3.04 a). The number of hours worked shall be the number specified in the job posting for any particular position.

3.05 A "temporary employee" is an employee hired to work in excess of three (3) months either full-time or part-time for:

- a) a specific term or task, or
- b) replacement of an employee who is absent.

3.06 A "casual employee" is an employee hired to work on an irregular basis during periods of heavy workload and in cases of emergency, for a period not exceeding three (3) months.

It is understood and agreed that casual employees may be employed on a full or part-time basis. A casual employee shall not be deemed have seniority or be a probationary employee.

- 3.07 The term “probationary employee” when used in this Agreement, refers to an employee employed by the Board within the bargaining unit of this Agreement, who has not completed the probationary period outlined in Article 7.
- 3.08 The term “permanent employee” when used in the Agreement refers to an employee who has successfully completed the probationary period.
- 3.09 “Agreement” shall mean the agreement between Rainbow District School Board and the Educational Support Staff Unit, District 3 OSSTF.
- 3.10 “Board” or “employer” shall mean Rainbow District School Board and where applicable any predecessor Boards.
- 3.11 “Day” shall mean an employee’s working day unless otherwise defined.
- 3.12 “department” shall refer to each of the following Board Office Departments:

Finance Department, Information Services Department, Human Resources Department, Plant Department.
- 3.13 “District” shall mean Rainbow District 3 of OSSTF.
- 3.14 “Employee” shall mean any person working for Rainbow District School Board and covered by this Agreement.
- 3.15 “Field Secretary” is a member of the OSSTF secretariat assigned to the OSSTF district and therefore to all bargaining units in that district.
- 3.16 “Grievance” shall mean any matter arising from the interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 3.17 “Member” shall mean a member of the Union.
- 3.18 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- 3.19 “Party” shall mean the Union and/or the Board.
- 3.20 “Union” shall mean the Educational Support Staff Unit of District 3 OSSTF.
- 3.21 “Workplace” shall mean each location where one or more members of the Union is/are employed, and shall include departments.
- 3.22 “surplus” shall mean a member whose current position is no longer available to that member, and who has rights to the bumping process outlined in Article 20.01

ARTICLE 4 - **MANAGEMENT RIGHTS**

- 4.01 The Union recognizes the right of the Employer to manage its school system in accordance with the laws and regulations, and to make, enforce, and amend, from time to time, reasonable rules and regulations to be observed by employees.
- 4.02 The Union recognizes the right of the Employer, subject to any provisions of this Agreement and appropriate legislation to manage the affairs of the Board including the right to hire, direct, classify, transfer, promote, demote and lay-off.

The parties agree that no employee shall be :

- a) Disciplined, suspended or discharged, except for just cause; and
 - b) Notwithstanding 4.02 (a), the parties agree that the Board may dismiss a probationary employee at a lesser standard.
- 4.03 The Board recognizes the right of members of the Union to have OSSTF representative(s) present during disciplinary meetings with the Board representative(s) where the conduct or competence of the member is being considered. If the member elects to have OSSTF representation, the representative will arrive in a timely fashion and no discussion of the issues will take place until the OSSTF representative is present.
- 4.04 The Board shall notify the Union, in writing, within 10 working days when an employee is promoted, demoted, transferred, disciplined or terminated.

ARTICLE 5 - **UNION MEMBERSHIP AND FEE DEDUCTION**

- 5.01 All employees of the Board covered by this Agreement shall, as a condition of employment, become and remain members in good standing of OSSTF according to the Constitution and By-laws of OSSTF. The OSSTF shall be the sole judge of the good standing of its members.
- 5.02 The Board agrees to deduct from the wages of every employee covered by this Agreement those dues and assessments levied in accordance with the OSSTF's Constitution and By-laws, and to remit such monies to the Treasurer of OSSTF no later than the 15th day of the month following the month in which the deduction was made.

The Board shall accompany such remittance with a list identifying the names, work locations, S.I.N. numbers, amounts deducted for all employees from whose wages monthly dues and assessments were deducted. A copy of the lists shall also be sent to the President of the Union.

5.03 LOCAL LEVY

The Board agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of the Union in June of each year for the upcoming year. The Board agrees to remit monies collected under this provision to the local Union office on a monthly basis.

5.04 Any monies deducted under 5.02 and 5.03 shall be reflected as a deduction on employees' T4 slips.

5.05 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

5.06 The Board shall advise all new employees at the time of hire that a Collective Agreement is in effect and give a copy of the Collective Agreement to the employee and direct the employee to the Union President.

ARTICLE 6 – HUMAN RESOURCES FILE

6.01 Board Office Human Resources Files

- a) An employee and/or designate shall have access during normal business hours to his/her human resources file at the Board Office. The employee must give written permission to the Board that allows a designate access to the file. The employee/designate may copy any material contained in these files. Requests to view files must be arranged in advance.
- b) If an employee disputes the accuracy or completeness of material in the human resources file, the Board shall, within 15 days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information. In any event, the employee shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
- c) When the Board amends information under (b) above, the Board shall, at the request of the employee, notify within 5 school days all persons who received a report based on the inaccurate information.
- d) An employee may request and the Board shall consider removal of documents from the employee's file.

6.02 School Files

- a) An employee and/or designate shall have access, during normal business hours to his/her file in the school. The employee must give written permission to the Principal, which allows a designate access to the file. The employee/designate may copy any material contained in these files.
- b) At the request of the employee, the employee may be accompanied by one other person who shall have access to such information.

- c)
 - (i) If the employee disputes the accuracy or completeness of material in the school file, the Principal shall, within 15 days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information. In any event, the employee shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
 - (ii) When the Principal amends information under c) (i) above, the Principal shall, at the request of the employee, notify within 5 school days all persons who received a report based on the inaccurate information.
- d) An employee may request and the Principal shall, after consultation with Human Resources, consider removal of documents from the school file.
- e) Effective September 1, 2003, the Principal will ensure that an employee receives copies of any material that may be placed in his/her school file within three working days of the material being filed. Failure to give a copy does not negate the existence of the document and will only result in a copy being provided once the oversight has been discovered.

ARTICLE 7 – **PROBATIONARY PERIOD**

- 7.01 All new employees other than temporary and casual of the Board, shall be considered to be on probation for a period of six (**6**) continuous months from date of last hire.
- 7.02 If retained after the probationary period, the employee shall be credited with seniority from date of last hire.

ARTICLE 8 – **COMPENSATION**

| 8.01 <u>Salary Schedule</u> | | <u>Hourly Rates</u> | | | | |
|---|--------|---------------------|------------------|------------------|-----------------|-----------------|
| Effective: | | <u>July 1/03</u> | <u>Sept 1/03</u> | <u>Sept 1/04</u> | <u>Sept1/05</u> | <u>Feb 1/06</u> |
| <u>Category I</u> | Min | 12.49 | 12.86 | 13.24 | 13.60 | 13.67 |
| Library Clerk | Step 2 | 13.12 | 13.51 | 13.91 | 14.28 | 14.35 |
| | Step 3 | 13.75 | 14.16 | 14.58 | 14.96 | 15.03 |
| | Step 4 | 14.38 | 14.81 | 15.25 | 15.64 | 15.72 |
| | Step 5 | 15.01 | 15.46 | 15.92 | 16.32 | 16.40 |
| | Max | 15.64 | 16.11 | 16.59 | 17.00 | 17.09 |
| <u>Category II</u> | Min | 14.14 | 14.57 | 15.02 | 15.40 | 15.47 |
| Human Resources Clerk | Step 2 | 14.86 | 15.31 | 15.78 | 16.17 | 16.26 |
| Video Resource Distributor | Step 3 | 15.58 | 16.05 | 16.54 | 16.95 | 17.04 |
| Finance Clerk | Step 4 | 16.30 | 16.79 | 17.30 | 17.73 | 17.82 |
| Plant Clerk | Step 5 | 17.02 | 17.53 | 18.06 | 18.51 | 18.60 |
| Payroll Clerk | Max | 17.74 | 18.27 | 18.82 | 19.29 | 19.39 |
| Secretary – Co-op Education | | | | | | |
| <u>Category III</u> | Min | 15.55 | 16.03 | 16.53 | 16.94 | 17.03 |
| Sect'y ~ Education Centre | Step 2 | 16.33 | 16.83 | 17.35 | 17.78 | 17.87 |
| Sect'y - Secondary School | Step 3 | 17.11 | 17.63 | 18.17 | 18.62 | 18.72 |
| Senior Payroll Clerk | Step 4 | 17.89 | 18.43 | 18.99 | 19.46 | 19.56 |
| Senior Plant Clerk | Step 5 | 18.67 | 19.23 | 19.81 | 20.31 | 20.41 |
| Benefits Clerk | Max | 19.45 | 20.03 | 20.63 | 21.15 | 21.25 |
| <u>Category IV</u> | Min | 17.86 | 18.38 | 18.92 | 19.39 | 19.49 |
| Sect'y - Elementary School | Step 2 | 18.75 | 19.30 | 19.87 | 20.37 | 20.47 |
| Sect'y ~ Night School/ Adult Education | Step 3 | 19.64 | 20.22 | 20.82 | 21.34 | 21.45 |
| | Step 4 | 20.53 | 21.14 | 21.77 | 22.31 | 22.43 |
| | Step 5 | 21.42 | 22.06 | 22.72 | 23.29 | 23.40 |
| | Max | 22.31 | 22.98 | 23.67 | 24.26 | 24.38 |
| <u>Category V</u> | Min | 20.44 | 21.06 | 21.70 | 22.24 | 22.35 |
| Library Technician | Step 2 | 21.47 | 22.12 | 22.79 | 23.36 | 23.48 |
| Computer Technician | Step 3 | 22.50 | 23.18 | 23.88 | 24.48 | 24.60 |
| Exec. Secretary - Plant | Step 4 | 23.53 | 24.24 | 24.97 | 25.59 | 25.72 |
| | Step 5 | 24.56 | 25.30 | 26.06 | 26.71 | 26.85 |
| | Max | 25.59 | 26.36 | 27.15 | 27.83 | 27.97 |
| <u>Category VI</u> | Min | 22.25 | 22.93 | 23.64 | 24.23 | 24.35 |
| Analyst | Step 2 | 23.36 | 24.07 | 24.81 | 25.43 | 25.56 |
| Office Supv Sec. School | Step 3 | 24.47 | 25.21 | 25.98 | 26.63 | 26.76 |
| Tech Dir. Performing Arts | Step 4 | 25.58 | 26.35 | 27.15 | 27.83 | 27.97 |
| Sr Computer Technician | Step 5 | 26.69 | 27.49 | 28.32 | 29.03 | 29.17 |
| | Max | 27.80 | 28.63 | 29.49 | 30.23 | 30.38 |
| <u>Category VII</u> | Min | 23.82 | 24.51 | 25.23 | 25.86 | 25.99 |
| Technical Services Co-ord. | Step 2 | 25.01 | 25.74 | 26.50 | 27.16 | 27.30 |
| | Step 3 | 26.20 | 26.97 | 27.77 | 28.46 | 28.61 |
| | Step 4 | 27.39 | 28.20 | 29.04 | 29.77 | 29.91 |
| | Step 5 | 28.58 | 29.43 | 30.31 | 31.07 | 31.22 |
| | Max | 29.77 | 30.66 | 31.58 | 32.37 | 32.53 |
| <u>Casuals</u> | | 11.22 | 11.56 | 11.91 | 12.21 | 12.27 |

8.02 Increments for Permanent Employees

- (a) Each permanent employee will advance to the next step on the salary schedule commencing with the anniversary date of the employee's date of hire in the permanent position (referred to as the service review date).
- (b) Periods of absence without pay in excess of thirty (30) calendar days during a twelve month period shall cause the date for the employee's annual increment to be extended by the length of such absence in excess of 30 continuous calendar days. periods while on statutory pregnancy/parental/adoption leave shall not be used to extend the date for the annual increment.
- (c) A permanent employee who is temporarily placed in a job in a higher category and who is subsequently permanently promoted to a job in that same category, will have his/her temporary service recognized for one step on the salary schedule of the permanent position provided:
 - (i) the service in the temporary position was a minimum of 12 continuous months: and
 - (ii) there was not break between the temporary and permanent positions.

A new service review date for future increment purposes will be determined based on the start date in the permanent position.

8.03 Relieving Rate

A permanent employee who replaces temporarily in a higher paid category (either through a temporary posting or if requested by the Board) will be placed at the salary in the higher category which represents the next highest amount above the employee's present rate of pay. The next highest amount will not be less than 4% above the employees present rate of pay.

When the employee returns to his/her former position the time served in the higher position will be used for increment purposes in the employee's permanent position.

8.04 Promotion Rate

- a) A permanent employee who is promoted to a job in a higher category within the bargaining unit will be placed on the level of the salary schedule of the higher rated category so that he/she will receive no less an increase in salary than the equivalent of one step in the previous category (provided that it does not exceed the salary range of the category to which he/she has been promoted). Where the employee was at maximum, of his/her previous category, the employee will be placed on the level of the salary schedule of the higher rated category so that he/she will receive no less an increase in salary than four percent (4%). Where

the employee has previous permanent experience with the Board in the same position to which he/she has been promoted within six (6) years of the promotion, such experience will be recognized for placement on the salary scale. A new service review date will be determined based on the start date in the new position.

The employee who moves to a job in a lower rated category will be placed at a level on the grid, if any, which most closely recognizes his/her experience level on the other grid.

- b) Where an employee is promoted from a temporary or casual position to a permanent position for which she/he already has previous permanent experience with the Board, the experience will be considered in determining placement on the grid up to Step 3.

8.05 Method of Payment

All employees covered by this Agreement will receive their pay by direct deposit in the bank of their choice.

All employees will be paid bi-weekly.

ARTICLE 9 – **GRIEVANCE AND ARBITRATION**

9.01 General

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with **as** outlined below.

- 9.02 No individual member or members of the Union or the Board may initiate a grievance except through the appropriate party.

9.03 Informal Procedure

It is the mutual desire of the parties hereto that complaints of employees be addressed as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of addressing his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within ten (10) days, it shall then be taken up as a grievance in the following manner and sequence:

9.04 Step 1

The Union may make written grievance to the immediate supervisor on the appropriate grievance form indicating the section of the collective agreement alleged to be violated.

The immediate supervisor shall deliver his/her decision in writing within ten (10) days following the day on which the grievance was presented to him/her.

The grievance shall contain:

- i) identification of the article or articles alleged violated;
- ii) a description of the alleged violation;
- iii) the relief sought; and
- iv) the signature of the duly authorized official of OSSTF and the member concerned.

9.05 Step2

Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Superintendent of Business Administration (or designate) within ten (10) days who shall render a decision within ten (10) days from the date on which the written grievance was presented to him/her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

A group grievance may be filed at Step 2, and a Union or Policy grievance shall be filed at Step 2 within ten (10) days following the circumstances giving rise to the complaint or grievance.

9.06 Step3

Failing satisfactory settlement at Step 2, the Union may within ten (10) days of receipt of the Step 2 answer submit the grievance to the Manager of Labour Relations who will convene a meeting with the Board's Grievance Committee. The Committee shall meet with the Union within ten (10) days of receipt of the written request and shall answer the grievance in writing within ten (10) days of the meeting.

9.07 Arbitration

- a) Failing satisfactory settlement at Step 3, of any grievance between the parties, such grievance may be submitted to arbitration provided that such a written request is received within sixty (60) days after the decision under Step 3.
- b) The party referring the grievance to arbitration as provided above shall at the same time indicate the desire for a sole arbitrator or an arbitration board. The other party shall respond in writing within ten (10) days responding to the request for a sole arbitrator and providing the names of three (3) arbitrators for consideration of the other party. If mutual agreement cannot be reached, the following procedure shall apply:
 - i) The party referring the grievance shall give notice to the other party, indicating the name and address of its appointee to the Arbitration Board.
 - ii) Within seven (7) days after the receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
 - iii) The two (2) appointees so selected shall, within ten (10) days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board.
 - iv) If the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour upon request of either party.
- c) The Arbitrator shall mean the Sole Arbitrator or the Arbitration Board, as the case may be. The Arbitrator shall be governed by the following provisions:
 - i) the Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it.
 - ii) the Arbitrator shall determine procedure, but shall give full opportunity to all parties to present evidence and make representation.
 - iii) the Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
 - iv) the parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.

- v) the Arbitrator shall have the power to amend the grievance; modify penalties, including discharge and disciplinary penalties; and take whatever action or make whatever decision considered by the Arbitrator to be just and equitable in the circumstances.
- vi) the Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
- vii) in the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.
- d) No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- e) Each of the parties hereto will bear the expense of the nominee appointed by it (if applicable) and the parties will share equally the fees and expenses, if any of the arbitrator.

9.08 An employee whose presence is necessary at a hearing at any stage of the grievance process, including grievance and/or arbitration hearings, shall be released from duties in order to attend. The grievor(s) and the Union President or designate shall be paid for regular hours lost under this provision. The Union shall reimburse the Board for the time of all other employees whose presence is required by the Union.

9.09 Time Lines

- a) Time lines may be extended if mutually agreed upon in writing at any stage of the grievance/arbitration proceeding.
- b) "Days" in Article 9 shall mean school days.

9.10 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance/ arbitration procedure shall continue from the point at which they were frozen.

ARTICLE 10 – JOB POSTINGS

10.01 When a permanent vacancy occurs or a new position is created inside the bargaining unit, the following procedure shall apply:

- a) Employees with recall/reinstatement rights will be offered the position in accordance with article 20.02.
- b) The position will be posted within 10 working days of becoming vacant, in a suitable location at each work location, for a minimum of six (6) working days. Employees on the seniority list will be able to make written application on the Reply to Posting Form. Only the original vacancy and the first three (3) resulting vacancies shall be posted where the vacancy is filled from within the bargaining unit. The first, second and third resulting vacancies will be posted for a minimum of three (3) working days. Postings that are advertised externally will be posted within all work locations.
- c) Employees who have requested a lateral transfer to the same job title in another work location will be offered a transfer, in seniority order, provided their application is on file in Human Resources. Each employee who is seeking a transfer to other positions shall so notify the Manager of Human Resources in writing before the 1st day in September in each year. When vacancies occur, an employee whose name appears in the active file for transfer to the specific location in question, will be given priority consideration for such position where there isn't a successful applicant through the posting provisions of the collective agreement. Preference may be given to employees who have not transferred within the preceding six (6) months. The Employer agrees to provide the Union with a copy of the request for transfer list by September 30th of each year.

10.02 When a temporary vacancy occurs which is anticipated to exceed 3 months it will be posted in a suitable location in each work location for a minimum of six (6) working days. Only the original position shall be posted. Upon the completion of the temporary assignment, the employee shall be returned to his/her former position and wage level.

10.03 Any vacancy that becomes available during July/August will be posted during the two week period prior to the start of the school year.

10.04 a) When the Board fills a vacancy or new position, the following factors shall be considered:

- i) knowledge, skill and ability to perform the requirements of the job;
- ii) seniority.

It is understood that where the qualifications referred to in factor (i) above are relatively equal, then the employee with the greatest seniority shall be appointed.

- b) The Board shall evaluate factor (i) and factor (i) shall be considered to include, for the purpose of judging ability, the relevant elements such as skill, experience, knowledge, training and work record with the Board.
 - c) The Board shall first determine whether any of the applicants are qualified. If, in the Board's opinion, none of the applicants are qualified, or if there are no applicants able or willing to become qualified within three (3) months, then the Board will seek applications from outside the bargaining unit and from temporary and casual employees.
- 10.05 a) It is understood that if an applicant is placed in the position on a three (3) month trial period, the position vacated during the trial period shall not be posted.
- b) In the event such employee proves unsatisfactory in the position, or the employee feels unable to perform the duties of the new position during the aforementioned trial period, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority and the filling of the subsequent vacancies, if applicable, will likewise be reversed.
 - c) The implementation of this sequence of events may result in the lay-off of an employee in accordance with the provisions of this agreement.
- 10.06 The Board shall have the right to fill any vacancy until the posting procedure provided herein has been complied with and, arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- 10.07 An employee who is the successful candidate for a job posting need not be considered for another job posting for a period of up to three (3) months from the date of appointment unless the posting represents an increase in Job Category or an opportunity to change geographic regions.
- 10.08 After a position has been posted and if the person selected for that position leaves that position within one (1) calendar month, the position will be re-posted.
- 10.09 Internal applicants for positions will be given written notice via e-mail within one week of advising the successful applicant.
- 10.10 The Board will attempt to maintain a casual list of qualified office, clerical and technical staff. Members on the casual list may be called upon to replace employees absent from work for a period not to exceed three (3) months. Laid off members who have recall rights are to be called and offered this work before others on the casual list.

ARTICLE 11 – **SHIFT DIFFERENTIAL**

- 11.01 Employees shall be entitled to a premium of thirty (30) cents per hour for afternoon shift and thirty-five (35) cents **per** hour for night shift.

ARTICLE 12 - **HOURS OF WORK**

12.01 For all full-time employees covered under this agreement, the normal hours of work shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours each, Monday to Friday.

12.02 **Lunch Periods**

Employees covered by this Agreement shall be entitled to a minimum unpaid lunch period of one-half (½) hour during which they shall be free from responsibility.

12.03 **Rest Periods**

Employees shall be entitled to a fifteen (15) minute rest period in each three (3) hour period worked.

ARTICLE 13 - **SENIORITY**

- 13.01 a) Seniority is defined as length of continuous service in the bargaining unit since date of last hire, and shall include service with the Board, including any predecessor Boards, prior to the certification of the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.
- b) Seniority shall include any period of continuous employment without a break during which the employee was classified as a temporary employee but shall not include those periods of replacement as a casual employee.
- c) Any break in continuous employment due to school holidays shall not constitute a break for the purpose of seniority.
- d) Where seniority as defined in a) and b) is equal, ties shall be broken after September 1, 2003 by totalling all periods worked as a temporary employee.
- e) Where seniority is equal, and ties cannot be broken using b), c), or d), placement on the list shall be determined by lot conducted jointly by the parties.

- 13.02 The Employer shall maintain a seniority list showing each employee's name, seniority ranking and job title. By September 1 and April 1 of each year the Employer shall post a copy of an up-to-date seniority list in all work locations with members covered by this Agreement. Two (2) copies will be forwarded to the Union.
- 13.03 Any questions as to the accuracy of the seniority list must be submitted by the Union to the Manager of Human Resources in writing, within sixty (60) working days of the posting of the list.
- 13.04 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- a) total experience with the Board;
 - b) total experience on the same job function with the Board; or
 - c) by lot in a manner to be determined by the Employer and the Union.
- 13.05 An employee who is absent from work due to illness, accident, or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- 13.06 Any employee whose employment has been terminated in accordance with the provisions of the seniority and lay-off procedures of this Agreement shall be eligible for recall for a period of thirty-six (36) months from the effective date of termination and shall maintain relative position on the seniority list for that period of time.
- 13.07 Seniority and service shall be deemed to have been terminated when an employee:
- a) is discharged for just cause and is not reinstated through the grievance or arbitration procedure;
 - b) resigns;
 - c) is laid off beyond the period during which the employee was entitled to be recalled; or
 - d) fails to return from lay-off in accordance with the provisions in this Agreement.

ARTICLE 14 – JOB CLASSIFICATION AND RE-CLASSIFICATION

14.01 The agreed to OSSTF Pay Equity Gender Neutral Comparison System shall be used in the classification of new positions created by the Board and to re-classify positions where skills, effort, responsibilities or working conditions have changed.

14.02 a) When the Board creates a new position, the Board shall:

i) provide the Bargaining Unit with the new job description

ii) establish the salary category

iii) advise the Bargaining Unit of the assigned category

iv) one year after the Board creates a new position the parties shall initiate a review by referring the position in question to the Job Evaluation Committee outlined in Article 14.02 b).

b) The Job Evaluation Committee will consist of three (3) representatives of the Bargaining Unit, appointed by the Bargaining Unit Executive, and three (3) representative of the Board. The committee will review the job description, collect the job data through the use of the OSSTF Pay Equity Job Evaluation System Questionnaire, interview the incumbent(s) and the immediate Supervisor, if necessary and determine if a change in category is required.

The Job Evaluation Committee shall complete its work within two (2) months of a referral being made to them.

c) When an existing position has been altered significantly as agreed by the employee's supervisor, the employee shall have the right to request in writing a review of the position which shall be submitted to the President of the Bargaining Unit with a copy to the Manager of Labour Relations.

The Board shall refer the position in question to the Job Evaluation Committee, referred to in Article 14.02 b) to review the job description, collect the job data through the use of a jointly approved Pay Equity Job Evaluation Questionnaire, interview the incumbent(s) presently holding the position and the incumbent's Immediate Supervisor, if necessary, and to determine if a change in category is required. The Committee shall complete its work within two (2) months of the Bargaining Unit notification to the Board.

- 14.03 Within ten (10) working days of the Job Evaluation Committee making a decision regarding a position referred to it, the Board shall inform, in writing, with a copy to the Bargaining Unit President, the Member(s) who hold(s) the position giving the decision of the Committee.
- 14.04 a) When a job evaluation results in a lower salary grid being assigned, the incumbent's salary shall be red-circled.
- b) The new rate shall become retroactive to the time the new position was first filled by the employee or the date of the written request for review.
- 14.05 Notwithstanding the above, all job evaluations and re-evaluations shall be in accordance with the *Pay Equity Act* and the Pay Equity Plan posted by the parties.
- 14.06 All decisions of the Job Evaluation Committee will be final and binding on all parties and shall not become the subject of a grievance.

ARTICLE 15 - **OVERTIME**

- 15.01 Any employee who works more than 7 hours per day or 35 hours per week shall be entitled to overtime at the rate of 1 ½ times the regular rate. The rate for any employee who works on a statutory holiday will be based on double time and a half for all hours worked. Overtime work should be avoided if possible. The number of hours or part hours are to be reported to the Board Office and have prior authorization by the appropriate Superintendent, Principal or Manager. Accumulated overtime will be taken as time off at a later date at a time mutually agreeable to the employee and the immediate supervisor 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.
- 15.02 Any overtime over thirty-five (35) hours per calendar year for one employee must have prior approval of the Superintendent of Business or designate.
- 15.03 Overtime for Part-time Employees

The hours of work for part-time employees shall be set in accordance with the requirements of the Board with overtime applying for any work performed over the normal full-time hours outlined in Article 12.

ARTICLE 16 – **BENEFIT PLANS**

16.01 The Board agrees to contribute on the following basis to the various benefits for employees enrolled in the Board's Group Benefit plans while an employee is receiving regular salary or paid sick leave from the Board.

Health Care

- a) i) Extended Health Care Plan
 - semi-private 90%
 - prescription generic drug plan,
 \$8.00 cap on dispensing fee paid by plan 90%
 - Vision Care - \$225 (\$250 effective Sept 1/04
 and Hearing Aid Benefit Plan 90%
 - Vision care plan will cover one time payment of \$225
 toward cost of corrective laser surgery in lieu of corrective
 lenses.
 - Extended Health Care 90%
- ii) Dental Plan 90%
 - 2001 O.D.A. Fee Schedule
 - 2002 O.D.A. Fee Schedule effective January 1, 2004
 - 2003 O.D.A. fee schedule effective January 1, 2005
 - 2004 O.D.A. fee schedule effective January 1, 2006
 - Level I and II – 9 month recall for members/dependents
over 18 years of age
- iii) Life Insurance
 - Group Life and A.D.&D. Insurance(2x's salary) 90%
 - (\$5,000) Spousal & (\$5,000) Dependent Life Insurance 90%

16.02 Long Term Disability

- a) The Board agrees to make a Long Term Disability Plan available to the employees at no cost to the Board. Participation in this LTD Plan will be a condition of employment for all new employees. An employee who has LTD coverage must apply for benefits within the waiting period as defined by the policy.
- b) Employees who have indicated in writing their intention to retire may also request that they be removed from the LTD plan and premiums not be deducted within the length of the plan's waiting period. Once an employee has been removed from LTD coverage, the decision cannot be reversed.

16.03 Optional Life Insurance

The Board agrees to make Optional Life Insurance available to employees to be purchased in units of \$25,000 to a maximum of \$200,000 at no cost to the Board and subject to the provisions of the carrier.

16.04 Enrolment in the Group Life Insurance A.D.&D. Plan is compulsory for all new employees.

16.05 The Board may substitute carriers for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased.

16.06 For newly hired employees, the benefits set out in Article 16.01 shall be effective the date of hire subject to enrolment or other requirements of the Plan.

16.07 Benefits Upon Retirement

Employees retiring prior to age 65 may continue in the Board's benefit plans until the end of the month following their 65th birthday providing they pay to the Board the monthly premium cost. 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.

16.08 The Board will continue to pay its share of the premiums for benefit plans for employees who are on paid leave of absence or WSIB for a maximum of one (1) year. Those employees on an unpaid leave of absence may continue to participate in benefit plans, at their request, provided they make arrangements to pay 100% of the premium cost and provided the leave is not in excess of twenty-four (24) months.

16.09 Spouses of deceased board employees may remain in the Board's Extended Health Care and Dental Plans for the earlier of:

- i) a period not exceeding two years; or
- ii) the first of the month following the date on which the employee would have attained age 65 if still living.

The spouse is required to remit to the board in advance the full monthly premium cost of the benefits maintained.

16.10 Benefit Plans Disclosure And Review Policy

- i) A four-member Insured Benefit Plans sub-committee consisting of two representatives of the local Union and two representatives of the Board will meet upon the request of either party to review the cost and specifications of existing plans.

- ii) A copy of the Group Master Policy or Policies of the Insured Benefit plan shall be given to the Union.

ARTICLE 17 - **REIMBURSEMENT OF COURSE FEES**

17.01 The Board will reimburse permanent employees upon the successful completion of approved 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 school year).
- b) For credit courses leading towards a University Degree or Community College Certificate - 75% of course fee (to a maximum of \$400 in any one school year).
- b) Approval for the reimbursement of course fees must be obtained from the Manager of Human Resources prior to taking the course.

ARTICLE 18 - **PERFORMANCE APPRAISALS**

- 18.01
- a) The employee will be given a copy of the appraisal report.
 - b) The employee will be given an opportunity to initial the appraisal and to make written comments if he/she so desires.
 - c) All employees will have access to all reports filed on them.
 - d) A performance appraisal shall be completed every two (2) years, or after one (1) year when an employee changes positions, or when an employee has a new supervisor. However, the employer has the right to do or the employee has the right to request an interim appraisal if the need arises.

ARTICLE 19 - **TRAVEL ALLOWANCES**

19.01 All employees travelling on authorized Board business shall be reimbursed at the current Board rate per kilometre.

ARTICLE 20 - **LAY-OFF**

20.01 In the event of a reduction in the number of permanent employees or a reduction of greater than 5 hours in the normal weekly hours of work of one or more permanent employees, employees shall be laid off in reverse order of their overall seniority.

An employee who is declared surplus or an employee who has his/her weekly hours reduced by greater than 5 hours or an employee who has been displaced under the provisions of Article 20.01(c) or (d) may:

- a) accept the lay-off and be placed on the recall list, or
- b) accept the reduction in hours at his/her permanent location, or
- c) displace another employee in the same or lower salary category as listed in Article 8.01 and in accordance with the following process, provided that the employee has the knowledge, skill and ability required for the position:
 - i) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in the same salary category in the same geographic area; then
 - ii) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in the same salary category in one of the other geographic areas; or,
 - iii) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in a lower salary category in the same geographic area; then,
 - iv) displace the least senior full-time or part-time employee (as chosen by the surplus employee) in a position for which the surplus employee has the knowledge, skills and ability in a lower salary category in one of the other geographic areas.
- d) For Category I employees only, displace the least senior employee in Category I with equivalent hours. If there is no employee with equivalent hours then displace the least senior employee with less hours in descending order. The Category I employee displaced may then repeat the process until the least senior employee is laid off.
- e) An employee who is unable to displace a junior employee through the process outlined in 20.01(c) or (d) shall be laid off.

20.02 Employees with recall rights under (a) who were laid-off from the same job title as the vacancy or employees with the right to be reinstated under (b) will be offered permanent vacancies in seniority order prior to the job posting process in Article 10.01.

a) Recall

Employees who are laid-off shall have recall rights to available positions for which they are qualified, provided they possess the knowledge, skill and ability required for the position. Recall to available positions shall be offered in seniority order. Recall rights expire 3 years from the date of layoff. Recall will be limited to the same or lesser category from which the employee was laid off. An employee shall have the right to refuse an offer of recall if it is not to the geographic area, and/or it is not of equivalent hours and job category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.

b) Reinstatement

Employees who have changed positions under the process in 20.01(c) shall have the right to be reinstated, in seniority order, in their former job classification (i.e. job title) if such becomes available within 3 years from the date of accepting the new position. The employee shall be reinstated at the salary step that would have been attained had there been no change in positions.

20.03 For the purposes of Article 20, the three Geographic Areas are the work locations within the former Espanola, Manitoulin and Sudbury Boards of Education.

20.04 In the event more than one employee is declared surplus, first access to the bumping process in Article 20.01(c) will be on the basis of seniority of the employees in surplus positions.

20.05 The names of those employees on the recall list will be maintained and available to all schools and the Board Office. These employees shall be called upon to replace for relief - e.g. sick leave, and leaves of absence not exceeding three (3) months prior to calling casuals.

20.06 No new employee will be hired until all persons on the recall list have been given an opportunity for recall in accordance with Article 20.02.

20.07 Sudbury Student Services Consortium

- (a) No employee shall be required by the Board to transfer to the Sudbury Student Services Consortium.
- (b) Should the Sudbury Student Services Consortium assume responsibility for a job classification in this agreement, the employees in that classification will not be required to transfer to the consortium. Any affected employee will remain an employee of Rainbow District School Board and continue at his/her present salary level until the employee attains another position within the Board.

ARTICLE 21 - **REPRESENTATION AND COMMITTEES**

21.01 EMPLOYEE RELATIONS COMMITTEE

- a) A committee consisting of up to four **(4)** representatives of the bargaining unit and up to four **(4)** persons appointed by the Superintendent of Business Administration shall meet at least twice a year to discuss matters of mutual concern. Special meetings may be called for the purpose of discussing matters of urgent concern. Where possible, agenda items will be exchanged in writing at least one (1) week prior to the meeting.
- b) The purpose of the committee includes promoting and providing effective and meaningful communication of information.

21.02 The parties shall notify each other of the names of their respective representatives prior to each meeting. The Union's contact will be the President. The Board's contact will be the Manager of Human Resources.

ARTICLE 22 - **SICK LEAVE**

22.01 Cumulative Sick Leave Plan

Each eligible employee shall be entitled to and subject to all provisions and conditions of the following Cumulative Sick Leave Plan:

- a) A sick leave credit system is hereby continued for every eligible employee and subject to the final authority of the Board, the administration of the system shall be vested in Rainbow District School Board.
- b) Rainbow District School Board shall have power to do and perform all things necessary for the conduct of the sick leave credit system.
- c) Rainbow District School Board shall keep a register or registers in which shall be entered the credits, the accumulated credits and deductions there from.

- d) Each permanent employee shall be entitled to have 100% of the unused portion of his/her annual sick leave of twenty-four (24) days (52 week employees), twenty-two (22) days all others, transferred each year to his/her accumulated sick leave credit. For part-time employees, annual sick leave will be pro-rated.

The maximum credit under this plan shall be 260. Those employees who have accumulated more than 260 days as of September 1, 1999 shall have their accumulation of sick leave credits capped at the higher value. If through usage the number of sick leave credits falls under 260 the maximum accumulation shall subsequently be capped at 260.

- e) Where an employee commences employment after July 1st in any year or where the employee is on an unpaid leave (other than the statutory period of pregnancy/parental leave), the annual sick leave shall be prorated based on the actual months worked in the year (July 1st to June 30th).
- f) Temporary employees will be entitled to sick leave allowance of two days per month beginning the fourth month and shall accumulate for the duration of the assignment. This provision does not apply to casual employees. Accrued sick leave will carry forward into other temporary assignments.
- g) Temporary employees who are hired to a permanent position shall be credited with the unused portion of their accrued sick leave allowance.
- h) Annual Sick Leave Statement

A statement of unused sick leave will be issued annually to each permanent employee during the month of September, indicating the amount of sick leave as of June 30th the preceding school year. Errors or omissions, if any, are to be reported in writing to the Manager of Human Resources prior to December 30th of the current school year.

22.02 Absences

- a) Employees absent due to illness on regularly scheduled workdays will be entitled to use sick leave credits in order to receive salary. After his/her annual sick leave has been used in any year, each permanent employee shall receive pay under this plan for absence caused by sickness, physical and/or mental disability up to the amount of his/her accumulated sick leave or to the date of eligibility for LTD whichever is the earlier date.
- b) Absence 1 to Compensable 1

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 credit shall be pro-rated to reflect the difference between the salary paid by the Board and the amount of WSIB/insurance benefits.

22.03 Minimum Short Term Sick Leave Guarantee

- a) Each employee ~~is~~ guaranteed a paid short-term sick leave for a period of up to 15 weeks from initial date of the illness. Employees who do not have 15 weeks of accumulated sick leave credits under Article 12.01 will be paid at the rate of 66 2/3% of regular salary for the balance of such 15-week period beyond the date on which the sick leave credits expire. Short term sick leave will not be paid where the period of disability is less than 10 consecutive working days.
- b) Employees who have exhausted their sick leave credits and who go on short term sick leave
 - i) four weeks or later, after return to active employment in the cases of a new disability,
 - or
 - ii) twelve weeks or later, after return to active employment in the case of recurrent or previous disability,will receive a salary of 66 2/3% of regular salary for a period of up to 15 weeks of absence from the date the illness began. In the case of a recurrent or previous disability, it is understood that if the employee ultimately qualifies to receive LTD for any part of this 15 week period, that the payment of salary under this paragraph shall be repaid to the Board, since an employee is not entitled to receive sick pay and LTD at the same time.
- c) The provisions in the paragraphs a) and b) above will continue so long as the Board's Employment Insurance premiums continue to be reduced as a result of the Board's participation in the Human Resources Development Canada (HRDC) approved plan. It is understood that if HRDC at any time discontinues the reduction of premiums to the Board under its plan, that any payment of salary for sick leave, which is not covered by sick leave credits, will no longer apply.
- d) Should an employee be laid off or separated, by reason other than his/her retirement, prior to termination of his/her illness or injury, the payment of his/her weekly indemnity benefits will cease at that time, only if:
 - i) the disability began less than two months before the lay-off or separation, and
 - ii) a notice of lay-off or separation was given prior to the occurrence of the disability.

In all other situations, the payment of benefits will continue beyond the date of lay-off or separation until the earliest of:

- i) the payment of a total of at least 15 weeks of benefit, and
- ii) the end of the disability.

22.04 Medical Documentation

- a) No sick leave with pay shall be allowed unless a certificate of a qualified medical or dental practitioner is supplied to Human Resources, certifying the inability of the employee to attend to his/her duties for five (5) or more consecutive days of absence due to sickness.
- b) Notwithstanding subparagraph (a), the Board may require an employee to submit the certificate required thereunder for a period of absence of less than five (5) consecutive days. The Board may also require that an employee obtain a second certificate from a different physician and should any costs be personally incurred by the employee, they will be paid by the Board.

22.05 Retirement Gratuity

a) Eligibility

A retirement gratuity will be paid to an employee who has a minimum of 10 years continuous service with the Board and who:

- i) retires with an immediate TPP or OMERS pension, or
- ii) retires at age 65 under Board policy, or
- iii) retires for reasons of disability as certified by a qualified medical practitioner, or
- iv) to an employee's estate in the event of death, either before or after retirement, but before recovering the full benefits of his/her accumulated sick leave credit bank.

b) Calculation

Fifty percent (50%) of the number of the employee's days of accumulated sick leave at retirement date, multiplied by the employee's per diem salary rate at the time of retirement.

The maximum retirement gratuity shall not exceed six months salary.

- c) **All** benefits provided under this article shall be paid within one **(1)** year after retirement, or as arranged to the mutual satisfaction of the employee and the Board.

- d) Only days accumulated in the employ of this Board or transferred from its predecessor Boards will be used in this calculation.

ARTICLE 23 – **NO STRIKE OR LOCKOUT**

23.01 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 to them in the *Ontario Labour Relations Act*.

ARTICLE 24 – **PRINTING OF AGREEMENT BOOKLETS**

24.01 Where the parties are agreed to the design and content, the parties shall share equally the cost of printing the Collective Agreement, in sufficient quantity to provide each member of the bargaining unit with a copy.

ARTICLE 25 - **PREGNANCY AND PARENTAL LEAVE**

25.01 Qualifying Employment Period For Pregnancy And Parental Leave

An employee who has been employed by the Board for a minimum period of thirteen (13) weeks will be eligible for pregnancy/parental (adoption) leave as prescribed in the *Employment Standards Act*. At the request of the employee and with the approval of the Board, pregnancy and parental leave may begin earlier or later than the term prescribed in the *Employment Standards Act* so as to coincide with the beginning or ending of the school term.

25.02 Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* provided written notice is given at least two (2) weeks prior to the anticipated start date of the leave. The actual dates of the leave may be altered for medical reasons. The pregnant employee must give the Board a certificate from a legally qualified medical practitioner stating the expected birth date.

The Board shall continue to pay its share of premiums for benefits coverage for the statutory period of pregnancy leave unless the employee elects in writing not to continue the coverage. The employee will accrue service for the purpose of movement on the salary schedule during the statutory period of leave.

25.03 Parental Leave (Including Adoption Leave)

Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*.

The Board shall continue to pay its share of premiums for benefits coverage for the statutory period of parental leave unless the employee elects in writing not to continue

the coverage. The employee will accrue service for the purpose of movement on the salary schedule during the statutory period of leave.

25.04 Reinstatement Following Pregnancy/Parental/Adoption Leave

An employee who takes a leave as prescribed under 25.02 or 25.03 will be entitled to return to the position occupied at the time of the leave if it still exists or to a comparable position. An employee returning must give at least 4 weeks written notice of the date of return.

25.05 Extensions To Parental/Adoption Leave

An employee may request an extended parental/adoption leave of up to two (2) years to coincide with the end of a semester or school year. An employee on extended leave beyond the statutory period of leave may continue to participate in the benefit plans provided for in Article 16 of this Agreement by prepayment of the full cost of the relevant benefit premiums. Following the extended leave of absence, the employee will be placed in the same school/workplace subject to the provisions of Article 20.

25.06 SEB-Plan

During the two-week Employment Insurance waiting period, an employee shall be paid an amount equivalent to the benefit provided under the *Employment Insurance Commission Act* providing:

- a) the two week waiting period falls during normal work days, and
- b) the employee is entitled to pregnancy leave under the relevant provisions of the *Employment Standards Act*, or
- c) the employee is adopting a child and is entitled to parental leave under the relevant provisions of the *Employment Standards Act*, except that only one employee of the Board shall be entitled to any SEB payment for the adoption of the same child.
- d) The employee is not receiving sick leave during the two (2) week waiting period.

ARTICLE 26 – LEAVE OF ABSENCE

The Board will grant leave of absence in the following cases:

26.01 Jury Duty/Subpoena

When a permanent employee is required to be absent because of jury duty, or subpoena, he/she shall be subject to neither loss of pay nor deductions from sick leave credit provided the employee:

- i) notifies the Board immediately on his/her notification that he/she will be required to attend court and provided the employee is not a party to the action;
- ii) presents proof of service requiring his/her attendance.
- iii) and deposits with the Board the full amount of compensation received excluding mileage, travelling and meal allowances.

Temporary employees will be granted leave without pay.

26.02 Bereavement Leave

When a permanent or temporary 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 in conjunction with the day of the funeral without loss of pay or deductions from sick leave credit. Immediate family would include father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, spouse, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and guardian.

When at the discretion of the Superintendent of Business or designate, an employee other than temporary or casual, 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.

26.03 Conferences or Professional Development

When a permanent employee is required by the Board to be absent for professional purposes, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences or professional development. Such leave must have the prior approval of the Manager of Human Resources. Expenses for attendance at conferences or professional development will be reimbursed in accordance with Board policy.

26.04 Personal Reasons

When permanent employees are required to be absent for personal reasons they shall be granted up to six (6) half-days per school year. The scheduling of these absences must be approved by the Principal/Immediate Supervisor. The purpose of such leave is to attend to personal matters which require the employee's attendance and which cannot be scheduled outside the normal work day. Such days taken individually, or in combination, shall be without loss of pay or deduction from sick leave credit. Personal days can be used in conjunction with bereavement leave as per 26.02 not to exceed the year's allotment. An employee may be granted a leave when requested for family medical concerns under this clause.

26.05 Examinations

For the purpose of writing a final examination of a course 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 to permanent employees 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.

26.06 Convocation

For the purpose of attending convocation ceremonies where a degree or diploma is being conferred on a permanent employee or on his/her daughter, stepdaughter, son, stepson, 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.

26.07 Quarantine

Leave with pay and without deduction from sick leave shall be granted to a permanent employee for a period of quarantine when declared by the medical officer of health. Temporary employees will be granted a leave without pay.

26.08 General Leave

Written requests from permanent employees 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. Such requests are to be given as far in advance as possible on the appropriate form and a written reply will be given. For each day of such absence, an amount equivalent to the per diem rate shall be deducted. 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. 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 20.01 shall apply.

26.09 Early leaving/late returning to and from holidays will not be granted. However, where unavoidable developments occur in returning, salary will be deducted at the daily rate for each day of absence.

26.10 When an employee has been absent from work on a Leave of Absence, Sick Leave, Workers Safety Insurance Benefits, or L.T.D. for a period exceeding 24 months, his/her position shall be posted on a permanent basis. If this employee were to return to work, Article 20 Lay-Off provision shall be applied.

26.11 Compassionate Leave

An employee shall be granted an unpaid leave of absence for compassionate reasons at the discretion of the Director. Such leave will be for a maximum of four (4) weeks in duration. Benefits will continue during the leave and there will be no reduction in the sick leave allocation for absences covered by this clause.

ARTICLE 27 - **JOB EXCHANGE PROGRAM**

27.01 The Board will consider position exchanges between two (2) employees in the same job title and category where the immediate supervisors of the employees and the Manager of Human Resources are in agreement.

Employees participating in this program shall assume the hours of the exchange position.

27.02 The exchange may be terminated within three (3) months of the start of the exchange by the Manager of Human Resources at the request of either employee or supervisor. The Manager of Human Resources will notify all parties to the exchange in writing ten (10) working days prior to the termination of the exchange.

ARTICLE 28 - **POSITION SHARING**

28.01 a) The Board shall provide a "Position Sharing" program in accordance with the terms and conditions outlined in this Article.

b) For the purpose of this Article, "Position Sharing" shall mean two bargaining unit members sharing a position which was previously held by one of them.

28.02 To be eligible for the "Position Sharing" program, the two members must hold the same job title and category.

- 28.03 A position sharing assignment shall be for a period of one (1) year. If, after one (1) year, both members and the supervisor are in agreement, the assignment may be made permanent, with the understanding that neither employee has rights to full-time employment other than through Article 10.
- 28.04 Members wishing a position sharing assignment shall apply in writing to the members' immediate supervisor(s) with a copy to the Manager of Human Resources, requesting such assignment, no later than five (5) months prior to the requested start date of the assignment. The letter of application shall indicate:
- a) the name(s) of the member(s)
 - b) the present position(s) held
 - c) the position to be shared
 - d) the start and end date of the period of position sharing.
- 28.05 The Board shall notify the members and the President of the Bargaining Unit within four (4) months of the date of application whether or not the members have been granted the position sharing arrangement requested. Such approval by the Board shall not be unreasonably withheld.
- 28.06 During the one (1) year period of the position sharing, the position left vacant will be filled on a temporary basis in accordance with Article 10. If the position sharing is made permanent, the vacant position will be filled on a permanent basis in accordance with Article 10.
- 28.07 If the member is enrolled in one or more of the employee fringe benefits, the Board's contribution to the benefit premiums shall be pro-rated in the same proportion that the member works in the shared position. The member shall pay through payroll deduction, the remainder of the premium cost for the benefits in which the member is enrolled during the period of position sharing.
- 28.08 a) Subject to clause 28.08 (b), the period of position sharing may be extended beyond or shortened from the date set out in Clause 28.04 (d) or clause 28.08 (a) to a time defined by mutual consent of the members involved in the position being shared, the members' immediate supervisor(s) and the Manager of Human Resources.
- b) At the end of the position sharing as outlined in clause 28.04 (d) or clause 28.08 (a), as the case may be, the members shall return to employment, subject to Article 20 - Layoff, in the former probationary or permanent positions held immediately prior to participation in the position sharing program.

28.09 The position sharing arrangement may be terminated within one (1) month of the start of the arrangement by the Manager of Human Resources if either member proves to be unsatisfactory in the position held under the position sharing arrangement. The Manager of Human Resources shall notify the members involved, in writing, ten (10) working days prior to the scheduled termination of the arrangement that the arrangement will be terminated and the reasons therefore.

ARTICLE 29 – **UNION LEAVE**

- 29.01 a) The Board shall grant a leave of absence to a member of the Union who has been elected or seconded to serve as an officer of OSSTF at the provincial or local level.
- b) Subject to Article 20 – Layoff, at the end of the leave of absence, if the leave is less than 24 months, the member shall return to the same position held by the member immediately prior to the commencement of the leave, if it still exists, or to a comparable position, if it does not.
- c) The Union shall reimburse the Board for the full costs of salary and benefits of the member granted a Union Leave under 29.01.
- 29.02 **Negotiation Leave**
- Five (5) members of the Union Negotiating Team shall be released from their regular duties on days when negotiation meetings are held with the Board. The five (5) members of the Union Negotiating Team shall receive their wages, benefits, and experience as if they were actively at work. The Union shall reimburse the Board for the actual cost of the member's replacement
- 29.03 The Union shall be entitled to up to sixty (60) equivalent days leave per school year, to be taken in blocks of not less than one-half (1/2) days in order to conduct Union business. Leave shall be taken by Union Executive members to a maximum of ten (10) days per school year per member excluding the President and Grievance Officer with the written authorization of the Union President. Such leave shall be scheduled at a time mutually agreeable to the employee and the Manager of Human Resources with a minimum of three (3) days notice. The Union agrees to reimburse the Employer for the actual cost of the replacement used for employees absent on Union Leave.

ARTICLE 30 - **STATUTORY HOLIDAYS**

30.01 All permanent employees covered by this collective agreement 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 holidays provided that the employee has worked the day immediately preceding and the day immediately following the holiday unless absent due to:

- a) vacation granted by the Board;
- b) the employee's regular scheduled day off; or
- c) a paid leave of absence.

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any day proclaimed a holiday by the authorities of the municipality.

30.02 An employee receiving WSIB for the day of the holiday shall, subject to the provisions of this article, be entitled to the difference between the amount of WSIB and the holiday pay.

- 30.03
- 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, a day off with pay may be substituted at a time mutually agreeable to both the employee and the Board.

30.04 For part-time employees, the statutory holiday pay will be directly related to the actual number of hours that would have been worked for that day.

ARTICLE 31 – VACATION

31.01 Vacation Period– July 1st to June 30th year following.

Permanent employees covered by this Collective Agreement with the following years of service with the Board or its predecessors shall be granted annual vacations with pay based on the length of continuous service since the most recent date of hire according to the following schedule:

a) 5/6 of a day for each month or major fraction thereof of service as a permanent employee prior to June 30th but not exceeding ten (10) working days.

b) Total years of continuous service as of June 30th

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

31.02 Years of service for the purpose of vacation entitlement shall exclude all leaves in excess of one (1) month (except the statutory period of pregnancy/parental leave), all periods while on an unpaid sick leave and all periods while laid off with recall rights. The Christmas, March and summer breaks will not constitute a break in service for the purpose of calculating vacation entitlement for employees not regularly scheduled to work during those periods. Vacation will be prorated in any year when service is less than a full year.

31.03 Employees with 25 years of service with the Board will be entitled to either the Winter Break or the Spring Break with full pay for a maximum of five days. The employee will inform Human Resources in writing of his/her intention.

31.04 An employee who leaves the employ of the Board for any reason shall be entitled to receive pay for any unpaid vacation pay which has accrued to him/her to the date of separation.

- 31.05 Where a paid holiday falls during the employee's scheduled vacation period, his/her vacation shall be extended by one **(1)** day unless the employee and the Board agree to schedule a different day off with pay.
- 31.06 For the purpose of calculating vacation pay for part-time employees, pay for a vacation day will be directly related to the number of regularly scheduled hours in the work week divided by five.
- 31.07 a) In arranging vacation schedules, preference will be given according to the requirements of the office or department, and the employee's seniority.
- b) Although employees in most departments will be expected to take vacation when schools are not in operation - winter, summer, and Christmas recesses - consideration will be given to granting vacations at other times of the year if no vacation relief staff is required and the efficiency of the school or department is not affected.
- c) Employees in schools will not normally be granted annual vacations when school is in operation.
- d) Where applicable, two **(2)** days of regular vacation may be used at the discretion of the employee, subject to the approval of the immediate supervisor with prior notice of two (2) weeks.
- e) All employees other than 52 week employees will receive annually the balance of their unused vacation entitlement up to June 30th as vacation pay effective May 31st. **The** pay will be calculated and included on the first regular pay in June.
- f) Employees who receive vacation pay in accordance with (e) above are not entitled to schedule any vacation days during May, June or July.
- 31.08 a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced at least two full weeks prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- b) Where the employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization only shall be considered sick leave.
- c) Notwithstanding the above, the period of layoff during the summer months is not considered scheduled vacation and no sick leave can be substituted for the layoff period.

ARTICLE 32 - **Pensions – Ontario Municipal Employees Retirement System (OMERS)**

The Board will enter into an Agreement under the OMERS plan for employees covered under the terms of this Agreement. The above will be administered subject to the rules and regulations established by OMERS and the *Pension Act*,

- a) Enrolment in OMERS is compulsory for all employees working thirteen (13) hours per week or more, in accordance with OMERS rules, regulations and requirements.
- b) The Board will match the employees' contributions to OMERS.

I 33 - **CRIMINAL CKGROI CHECKS**

- 33.01 The Board shall ensure that all records and information (including offence declaration and Canadian Police Information Centre (CPIC) record) obtained pursuant to regulation 521/01 of the Education Act or any subsequent regulation or law which contains a criminal record are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Director of Education and or designate(s).
- 33.02 Notwithstanding a legal obligation to release information, the Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the employee except for the purpose of recommending disciplinary action against the member.
- 33.03 The Union may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.

DATED AT SUDBURY THIS 20 DAY OF JUNE, 2003.

SIGNED AND AGREED ON BEHALF OF RAINBOW DISTRICT SCHOOL BOARD:

CHAIRPERSON:

Doreen Dewar

DIRECTOR OF EDUCATION:

Kevin

SIGNED AND AGREED ON BEHALF OF THE NEGOTIATING UNIT:

PRESIDENT – E.S.S.U.

Donna Thompson

REPRESENTATIVE

Hanna Peck

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