

COLLECTIVE AGREEMENT

BETWEEN

THE UPPER GRAND DISTRICT SCHOOL BOARD

(HEREINAFTER REFERRED TO AS THE “BOARD”)

OF THE FIRST PART

AND

**The Ontario Secondary School Teachers’ Federation
Representing District 18
Educational Assistants and Special Program Assistants**

(HEREINAFTER REFERRED TO AS THE “UNION”)

OF THE SECOND PART

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

12727 (04)

ARTICLE 1 – PURPOSE

- 1:01 It is the purpose of the parties to this Agreement (hereinafter referred to as “the Agreement”) which represented the entire negotiated Collective Agreement between the parties, to set forth certain terms and conditions of employment, including compensation and to provide for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1:02 It is the desire of the parties to strive to maintain a harmonious relationship between the parties and to co-operate to the fullest extent to provide educational services.

ARTICLE 2 – RECOGNITION

- 2:01 The Board recognizes the Union as the exclusive bargaining agent for all employees of the Board employed as Educational Assistants, Special Program Assistants, including temporary employees, save and except supervisors, persons above the rank of supervisor and students employed during the school vacation period and students employed pursuant to a cooperative training program in conjunction with a school, college or university.
- 2:02 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- 2:03 The Board recognizes the right of The Ontario Secondary School Teachers’ Federation 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.
- 2:04 The Union 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.
- 2:05 Both the Union and the Board recognize the right of each other to have advisors, agents, counsellors, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 2:06 The Union shall inform the Board, in writing, of the names of its elected or appointed Executive and/or committee members prior to September 1st of each year.

ARTICLE 3 – UNION MEMBERSHIP

- 3:01 All employees shall, as a condition of employment, maintain their union membership and be required to pay union dues and other amounts chargeable by the Union or Bargaining Unit.
- 3:02 All future employees of the Board covered by this Agreement shall, as a condition of continued employment, become members of the Union on commencing employment with the Board.

ARTICLE 4 – UNION RIGHTS

- 4:01 The Union shall notify the Board, in writing, of the following:
- (a) names of its representatives in the Bargaining Unit on the Executive, Collective Bargaining Committee and Grievance Officer,
 - (b) address and phone number of its Head Office,
 - (c) address and phone number of the Bargaining Unit Office.
- 4:02 The Executive Officer of Human Resources shall inform the President of the Union monthly, in writing, of the name, location and job classification of all hires, lay-offs, reclassifications, permanent transfers, recalls, retirements and terminations of employees.
- 4:03 The Board shall provide the Union with the following information relating to the members within the bargaining unit on or before March 31 each year: name, work location, number of hours regularly worked, classification, salary or wage and last date of hire to employment with the Board.
- 4:04 The Board shall advise all new members that a Collective Agreement is in effect and provide the new member with the name, business phone number and work location of the Bargaining Unit President.
- 4:05 Any official correspondence from the Board to the Union or Bargaining Unit shall be sent to the President of the Bargaining Unit at the address of the office of the Bargaining Unit provided in clause 4:01 unless otherwise stated in this agreement.
- 4:06 Any official correspondence from the Union or bargaining Unit shall be sent to the Executive Officer, Human Resources at the main office of the Board unless otherwise stated in this Agreement.

ARTICLE 5 - DEFINITIONS

- 5:01 "Board" means the Upper Grand District School Board.

- 5:02 "District 18" means the organization of the Ontario Secondary School Teachers' Federation.
- 5:03 "Federation" or "Union" means the Ontario Secondary School Teachers' Federation.
- 5:04 "Member" means a member of the Bargaining Unit representing Educational Assistants and Special Program Assistants.
- 5:05 "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.
- 5:06 "Employee" means any or all of the employees in the bargaining unit as provided in clause 2:01.
- 5:07 "Itinerant Employee" means an employee whose assignment includes duties in more than one work location.
- 5:08 "Spouse/Partner" means the person with whom the employee has been cohabiting in a spousal relationship. This includes a person of the same gender.
- 5:09 "Casual Employee" means a person employed by the Upper Grand District School Board who:
- i) does not work a regular number of assigned hours or days per week but works only when called in by the Board; or
 - ii) is hired for a definite term or for a specific task which is not lasting or continuing for more than six (6) working months; or
 - iii) is hired to replace an employee absent for a period of twelve months or less.
 - iv) has not been employed for more than three consecutive, continuous years. It is understood that the implementation of this clause and the three-year timeframe within it begins the day following ratification of this collective agreement. For employees hired on or after September 1, 2008 "continuous years" for the purpose of this clause can include a break in service of no more than four (4) working weeks.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6:01 The Union recognizes that the management of the Board and the direction of the working forces are fixed exclusively in the Board and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;

- (b) hire, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees. A claim that a permanent employee has been disciplined or discharged without just cause may be subject to a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Board in such rules, regulations and policies without prior notice to and discussion with the Union.

6:02 The Union further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by a permanent or probationary employee that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article 18, Grievance and Arbitration. It is understood that probationary employees are subject to a lesser standard of just cause (basic procedural fairness).

6:03 The Board agrees that the provisions of this article do not preclude representation and consultation by the Board and Bargaining Unit concerning any matter.

ARTICLE 7 – JUST CAUSE

7:01 No permanent/probationary employee shall be demoted, disciplined or discharged without just cause.

7:02 A member subject to disciplinary action, other than a verbal warning, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

7:03 Each member must be provided, in writing, with all notations of derogatory or disciplinary action which are to be placed in the member's personnel file. Unless such notation is made in writing to the member, the Board shall not use such incident as part of the member's past record to justify a later disciplinary action. Such notice must be given to the member within ten (10) working days following the conclusion of the investigation of the events giving rise to the action and such notice shall be acknowledged by a signed receipt or a registered letter. In such cases, the President of the Bargaining Unit shall be notified at the same time, by mail, that the member has been disciplined or received a derogatory notation in the member's personnel file. Any written reply made by a member to a derogatory notation or disciplinary action shall be included in the member's personnel file. Upon receipt of such reply, the Board shall send by mail, a copy of the reply to the President of the Bargaining Unit.

7:04 A member is entitled, prior to the imposition of suspension or discharge, to be invited to a meeting with Board representatives who will explain the

reason for considering such action. The Board shall inform the member, prior to the day of the meeting of the member's right to have the Bargaining Unit President or designate present at such meeting. The member shall be accompanied at the meeting by the Bargaining Unit President or designate who shall be advised in advance by the Board of the time and place of the meeting. If the Bargaining Unit President is not able to attend the meeting to accompany the member on set date, the Board must wait until the President or designate can attend the disciplinary meeting up to two days from original date set.

- 7:05 (a) For all meetings related to this Article which are held during normal working hours, the member, subject to clause 7:05(b), and the Bargaining Unit President, who is not on leave of absence, or designate shall each be paid for time spent at such meetings at the rate of pay that would normally be paid had the person been at work for their normal scheduled shift.
- (b) A member who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

ARTICLE 8 – NO DISCRIMINATION

- 8:01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offences; relationship, association or dealings with persons identified by one of the other prohibited grounds; sex; and sexual orientation.
- 8:02 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of an employee's activity or lack of activity in the Union.

ARTICLE 9 – PERSONNEL FILE

- 9:01 There shall be only one official personnel file retained by the Board for each member. Such personnel file shall be located in the Human Resources Department of the Board.
- 9:02 A member shall have access to examine the member's personnel file upon prior arrangement with the Human Resources Department. Upon request, a member shall be provided with a copy of material contained in such file.
- 9:03 A member may request that the Bargaining Unit President or designate accompany the member to review the personnel file, or provide written authorization for the President or designate to examine the file. The

Bargaining Unit President or designate, with written authorization from the member shall be provided with a copy of material contained in such file.

- 9:04 A member shall have the right to contest in writing the accuracy of such information contained in the member's personnel file, and have the same recorded in the member's file. If there is an error in the information as determined by the Board, the Board shall notify all parties concerned.
- 9:05 Where two (2) years have elapsed since the recording of a disciplinary notation on an employee's file, the employee may request that such disciplinary notation be reviewed. Such notation shall be removed from the file providing such personnel file has been free of any written warning or disciplinary action during the intervening period.
- 9:06 A copy of any written disciplinary action taken shall be forwarded to the Union President.

ARTICLE 10 – STRIKE AND LOCK-OUT

- 10:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Board agrees that there shall be no lockout of the members in this bargaining unit. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act and its regulations.
- 10:02 No member shall be requested or required to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

ARTICLE 11 – UNION MEMBERSHIP AND CHECK-OFF

- 11:01 On each pay date on which an employee receives a pay cheque, the Board shall deduct from each employee's pay the union dues. The district levy will be deducted in the amounts and on the dates as agreed with the Federation. The amount to be deducted shall be determined by the Union in accordance with its constitution and shall be communicated to the Board annually no later than June 30th of each year effective the following September.
- 11:02 No later than the 15th day of the month following the month in which deductions are made under this Article, the Provincial O.S.S.T.F. Union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive, Toronto, and the local levy to the Treasurer of District 18, O.S.S.T.F. as directed by the bargaining unit in writing. The remittance of the dues and levy shall be accompanied with the following information on each member:
- (a) Surname and first name,
 - (b) Social Insurance Number,
 - (c) Amount of dues/levy deducted,
 - (d) The period of work for which the amount is submitted

11:03 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.

ARTICLE 12 – LABOUR-MANAGEMENT COMMITTEE

12:01 There shall be a Labour-Management Committee consisting of three (3) members appointed by the Employer and three (3) members appointed by the Bargaining Unit.

12:02 The committee shall meet as required at the request of the Bargaining Unit Executive or of the Employer to discuss matters of common concern.

12:03 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit members of the Committee.

12:04 There shall be no discussion of any matter that has been filed as a grievance at a Labour-Management Committee meeting unless the Parties mutually agree otherwise.

ARTICLE 13 – COLLECTIVE AGREEMENT

13:01 The Union agrees to produce sufficient quantities of this collective agreement to provide one to each permanent and casual member of the Bargaining Unit:

(a) for incumbent employees within thirty (30) days after the agreement is signed, and

(b) for newly hired employees, within five (5) workdays of an employee's first day worked.

13:02 The Union will provide the Board with one hundred (100) copies of the agreement for school and Board administration use.

13:03 The cost of printing the collective agreement will be shared equally by both the Union and the Board.

13:04 Final copies of the agreement shall be signed and printed within sixty (60) working days of ratification by both parties.

13:05 No changes can be made to this Agreement without the mutual written consent of the parties.

ARTICLE 14 – PROBATIONARY PERIOD

14:01 Employees newly hired by the Board to fill permanent vacancies covered by the Collective Agreement shall be considered probationary employees during the first three (3) months of continuous employment. The

employee's performance shall be evaluated during the probationary period to determine whether the employee successfully meets the requirements of the position. Provided the employee completes the probationary period satisfactorily, the employee shall be considered permanent. At the conclusion of the successfully completed probationary period, the employee shall be added to the seniority list with service shown retroactive to the first day of employment, as outlined in Article 49, Seniority. In the event that the Board determines that the employee has not successfully completed the probationary period, his/her employment shall be terminated.

Natural school break periods, (Christmas, March break and summer) will not be credited as time worked for the probationary period nor will it constitute a break in continuous service.

14:02 Notwithstanding 14:01, the probationary period may be extended up to three (3) months only by mutual agreement of the Board and the Bargaining Unit.

ARTICLE 15 – BEREAVEMENT LEAVE

15:01 Bereavement Leave shall be granted to a member, upon written request on the appropriate form, without loss of salary or deduction from the Sick Leave Credit Account in accordance with this article.

15:02 For absence occasioned by the death of a spouse/partner, son, daughter, mother, father, grandchild of the member or the member's spouse/partner, leave shall be granted for a period of five consecutive working days if requested.

15:03 For absence occasioned by the death of a sister, brother or grandchild of the member or the member's spouse/partner, leave shall be granted for a period of three consecutive working days if requested.

15:04 For absence occasioned by the death of those not covered under 15:02 or 15:03, leave may be granted upon recommendation of the Principal/Supervisor and subject to the approval of the Executive Officer of Human Resources.

ARTICLE 16 – MISCELLANEOUS LEAVES OF ABSENCE

16:01 The Board shall grant a leave of absence up to a maximum of five (5) days total in any one school year to a member in the following circumstances:

- (a) up to one (1) day when the member is scheduled to write an academic, trade or professional examination;
- (b) one (1) day when the member attends the member's post-secondary graduation;

- (c) up to one (1) day when the member attends the post-secondary graduation of the member's spouse/partner, parent, child or step child;
- (d) to celebrate a recognized religious holiday of the employee's own faith;
- (e) up to one (1) day for the employee's own personal moving of residence.
- (f) Up to one (1) day for the member to attend their own personal wedding.

Each of the above leaves shall be with pay and without deduction from sick days. It is understood that once a leave is granted under the Article, an identical leave will not be granted under Board policy.

- 16:02 The Board may extend any of the leaves granted in Article 16:01, without loss in pay or deduction from sick leave credits.
- 16:03 A special or compassionate leave of absence may be granted by the Board without loss in pay, but with deduction from sick leave credits.
- 16:04 An extension to any leave outlined in Article 15 or 16 may be requested by the employee as a special or compassionate leave of absence without pay. Such leave may be granted by the Board.
- 16:05 A member shall be entitled to Personal Days, for reasons other than illness, up to a maximum of one (1) working day in each September to August period, without deduction of salary, and any such absence shall be deducted from a member's sick leave account.
- 16:06 A personal day may not be used to extend the following existing Holidays except in extenuating circumstances as approved by the Executive Officer of Human Resources:
 - a) Statutory holidays;
 - b) Summer break;
 - c) March break;
 - d) Winter break.

This clause shall not apply to employees who do not require a replacement on the day of absence.

ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

- 17:01 A leave of absence without pay may be granted by the Board to a member, in accordance with the conditions set out in this article.
- 17:02 A leave of absence granted under this article shall be without salary/wages.

- 17:03 (a) An employee shall apply in writing to the Executive Officer of Human Resources for a leave of absence without pay.
- (b) An employee requesting a Leave of Absence without pay for a period of four (4) weeks or more shall apply at least four (4) weeks prior to the beginning of the requested leave.
- (c) The timeline in (b) may be waived when the application for such leave is for compassionate family circumstances.
- 17:04 Before commencing a leave of absence, a member may continue employee benefit coverage under Article 53, Benefits, during the period of the leave by paying the full cost of the premiums. The responsibility for making these arrangements rests with the employee.
- 17:05 The period of a leave granted under this article shall be for up to one (1) year.
- 17:06 An extension of up to one (1) year may be granted to the member with the approval of the Board upon written request of the member received by the Board not less than four weeks prior to the end of the original leave.
- 17:07 Subject to Article 51 Layoff and Recall, at the end of the period of the leave of absence, or its extension, the member shall return to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.
- 17:08 The total length, including extensions, of leaves of absences for any reason (including pregnancy and parental leaves) shall not exceed two (2) years.

ARTICLE 18 – GRIEVANCE PROCEDURE

18:01 Intent and Definition of Grievances

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

18:02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee, a Union representative (if the member desires) and the Human Resources liaison person designated by the Board. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step 1.

18:03

Step One

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within seven (7) calendar days of the member becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably have been detected to the Executive Officer of Human Resources or designate. The written notice shall contain the complete grievance, list all clauses by specific number alleged to have been violated, the settlement requested and shall not be subject to change after submission. The Executive Officer of Human Resources or designate shall meet with the grievor and the grievor's representative(s) within twenty-one (21) calendar days following the day the grievance was received. The Executive Officer of Human Resources or designate shall provide a written answer within fourteen (14) calendar days of the meeting being held.

18:04

Step Two

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within seven (7) calendar days of receipt of the Step One answer, notify the Executive Officer of Human Resources, or designate, in writing that a grievance meeting is requested. The Executive Officer of Human Resources or designate, and other persons that the Executive Officer of Human Resources or designate deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within twenty-one (21) calendar days of receipt of the notice. The Executive Officer of Human Resources or designate, shall provide a written answer within fourteen (14) calendar days of the meeting being held.

18:05 Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall, within seven (7) calendar days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's proposed single arbitrator. The Director of Education or designate shall, within fourteen (14) calendar days inform the Union of the Board's acceptance of the Union's proposed single arbitrator or shall propose an alternative single arbitrator. If the two parties fail to agree upon a single arbitrator within the time limit, either the Union or the Board may request the appointment of an arbitrator by the Ministry of Labour.

18:06

The single arbitrator or arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

18:07

The single arbitrator or arbitration board shall not have the power to change, modify, extend or amend the provisions of the Agreement.

18:08 The time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the parties.

18:09 Group Grievance

Step Three Grievance Filed by the Union or by the Board.

The Union or the Board may lodge a grievance in writing against the other within fourteen (14) calendar days after detection of the event, which gave rise to the grievance. The Board or a representative committee of the Board shall meet with the Executive of the Union within fourteen (14) calendar days from the date the grievance was received by the opposite party. The decision of the Board or the Union shall be forwarded in writing together with the reasons therefore to the party lodging the grievance within seven (7) calendar days after the meeting. If the grievor rejects the decision, the grievor shall notify the opposite party in writing accordingly within seven (7) calendar days after receiving the decision.

Note: The Union will notify the Director of Education.

The Board will notify the President of the Union.

18:10 Group grievances may only be filed within fourteen (14) calendar days of either party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) calendar days after the event when the event could reasonably have been detected.

18:11 It is understood that the parties may mutually agree in writing to submit the grievance to an arbitration board in Step Three rather than a single arbitrator. The Union shall within seven (7) calendar days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the arbitration board. The Director of Education or designate shall, within fourteen (14) calendar days inform the Union of the Board's appointee to the arbitration board. The two appointees shall within fourteen (14) calendar days or such longer time as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to agree upon a chair within the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

18:12 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman governs. The decision of the arbitration board shall be final and binding and enforceable on the parties

18:13 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chairman shall be borne equally by the parties. Each party shall bear, at its own expense, the cost of counsel or advisers at each Step of the grievance procedure.

18:14 A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

18:15 Grievance Mediation

(a) At any stage in the grievance procedure, 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 the resolution is to be reached.

(b) The timelines outlined 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 procedure shall continue from the point at which they are frozen.

ARTICLE 19 – UNION LEAVE

19:01 The Board shall grant a leave of absence to Union representatives in accordance with the terms and conditions set out in this Article.

19:02 (a) Union leave shall be granted to representatives of the Union for the purpose of carrying out Union business to a maximum of twenty (20) days total for the bargaining unit per work year. Up to an additional five (5) days per work year shall be granted to the Chief Negotiator of the Bargaining Unit for the purpose of carrying out Union business.

(b) The maximum number of representatives to be granted such leave shall be four (4) at any one period of time. If such leave involves two or more members from the same school or department, prior approval should be obtained from the Executive Officer of Human Resources.

19:03 In addition to the leave granted in Article 19:02, three members of the Bargaining Unit Collective Bargaining Committee shall be permitted to attend negotiating meetings with the Board without loss of pay. There shall be no reimbursement to the Board for a leave granted under clause 19:03

19:04 Leave of absence shall be granted by the Board to Union representatives on Board committees, which meet during the workday of the member. Such leave shall be in addition to the leaves granted in Articles 19:02 and 19:03.

19:05 In addition to the leaves granted in Articles 19:02 to 19:04 inclusive, the Board shall grant a leave of absence, if requested, for the period of the term of office, to the member who is elected to the office of President of the Bargaining Unit or to an elected position of the District or Provincial O.S.S.T.F., or to a member seconded to Provincial O.S.S.T.F.

- 19:06 Subject to Article 51, Layoff & Recall, at the end of the period of the leave of absence the member shall return to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist
- 19:07 Subject to Article 19:08 and 19:09 leaves granted under this Article shall be without loss of salary/wages, benefits, sick leave, seniority or any other rights or benefits that would otherwise accrue to the member.
- 19:08 The Bargaining Unit shall reimburse the Board for the salary/wages of any replacement member required by the granting of a leave under clause 19:02(a).
- 19:09 The Union shall reimburse the Board an amount equal to the salary for a member granted a leave under Article 19:05.
- 19:10 In the event that there are representatives from the Bargaining Unit appointed to the Provincial Support Workers Advisory Group (SWAG) or the Provincial Workgroup on Workplace Violence the Board shall grant leave of absence for meetings which occur during the work day of the member.
- The Bargaining Unit shall not be required to reimburse the Board for this leave of absence provided that this time is funded by the Ministry of Education.

ARTICLE 20 – PATERNAL LEAVE

- 20:01 For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding one (1) day. Such request shall not unreasonably be denied. This leave shall not be deducted from the member's sick leave credit account.

ARTICLE 21 – LEAVES GENERAL

- 21:01 The Board shall grant a paid leave of absence with no deduction from the Sick Leave Credit Account for the following reasons:
- (a) during such period that a member is quarantined or otherwise prevented by order of the medical health authorities from attending upon a member's duties because of exposure to any communicable disease.
 - (b) During such period as a member is serving as a juror, or subpoenaed as a witness in any proceedings where a member is not a party and not charged with an offense.

- 21:02 (a) An employee may be granted an education leave for up to one school year without pay for the purpose of upgrading employment qualifications.
- (b) An employee desiring an education leave shall apply to the Executive Officer of Human Resources in writing no later than May 1st for the following school year giving details regarding such leave.
- (c) An employee granted an education leave shall be given the opportunity to continue participation in the benefit plans held prior to the leave, provided the employee requests such coverage and pays the monthly costs of the premium by providing post-dated cheques for the duration of the leave.
- (d) Subject to Article 51 Layoff and Recall, at the end of the period of the leave of absence, the member shall return to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist.

ARTICLE 22 – STATUTORY PREGNANCY LEAVE

- 22:01 Upon application in writing, a member who is pregnant and who has been employed by the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence of at least seventeen (17) weeks.
- 22:02 The Board shall not terminate the employment of or lay off any member while the member is on a statutory pregnancy leave of absence under this Article.
- 22:03 (a) A member may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (b) The member shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
- 22:04 In the case of a member who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the member expected to give birth, Article 22:03 will not apply. The procedure will be as indicated in Article 22:05 which follows.
- 22:05 Within two (2) weeks of stopping work a member described in Article 22:04, above must give the Board:
- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally qualified medical practitioner that:

- i) in the case of a member who elects to stop working because of complications caused by the pregnancy, states the member is unable to perform the member's duties because of complications caused by the pregnancy and states the expected birth date; or
- ii) in any other case, states the date of birth, stillbirth or miscarriage and the date the member was expected to give birth.

22:06 The pregnancy leave ends:

- (a) the later of – six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began or;
- (b) at an earlier date if the member gives the Board at least four (4) weeks written notice of the date.

22:07 A member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the member to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall. Seniority continues to accrue during Pregnancy Leave.

22:08 The Board shall continue to contribute its share towards the premium cost of the member's employee benefits during the period of statutory pregnancy leave unless the member gives the Board written notice that the member does not intend to pay the member's contributions.

22:09 (a) A member granted a statutory pregnancy leave of absence shall be compensated by the Board under an E.I. approved Supplementary Employment Benefit (SUB) Plan, provided the member;

- (i) is eligible for pregnancy leave benefits under E.I.;
- (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

(c) This Plan shall be subject to approval of E.I. and shall be contained as Appendix C of this agreement.

22:10 In addition to the provision in clause 22:09, the Board shall provide a top-up benefit as a supplement to the employee's Employment Insurance benefits following the waiting period noted in clause 22:09 (Appendix C) or when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of

the employee's employment insurance benefits and one hundred percent (100%) of the employee's regular weekly earnings. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. The employee will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the employee's sick leave account for this six (6) week period.

ARTICLE 23 – STATUTORY PARENTAL LEAVE

23:01 For the purpose of this article and Appendix C, parents shall be defined as one of the following:

- (a) natural father or mother;
- (b) adoptive father or mother;
- (c) any person in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

23:02 Upon application in writing, a member who has been employed by the Board for at least thirteen (13) weeks and who is a parent of a child is entitled to a leave of absence without pay following:

- (a) the birth of the child; or
- (b) the coming of the child into custody, care and control of a parent for the first time.

23:03 The Board shall not terminate the employment of or lay off any member who is entitled to a statutory parental leave of absence under this Article.

23:04 The Parental Leave of a member who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

23:05 Effective December 31, 2000 for persons not covered under Article 23:04, Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

23:06 The member must give the Board at least two (2) weeks written notice of the date the leave is to begin.

23:07 If a member wishes to change the date when a Parental Leave is scheduled to begin the member must give written notice:

- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or

- (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

23:08 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board immediately.

23:09 Effective December 31, 2000 the Parental Leave ends:

- (a) Thirty-five (35) weeks after it begins if taken with a pregnancy leave; or
- (b) Thirty-seven (37) weeks after it begins if no pregnancy leave is taken; or
- (c) at an earlier date if the member gives the Board at least four (4) weeks written notice before the earlier date; or
- (d) to a later date if the member gives the Board at least four (4) weeks written notice before the date the leave was to end provided the parental leave does not extend beyond either thirty-five (35) or thirty-seven (37) weeks as outlined above.

23:10 A member who intends to resume employment on the expiration of the statutory leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the member to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall. Seniority continues to accrue during Parental Leave.

23:11 The Board shall continue to contribute its share towards the premium cost of the member's employee benefits during the period of statutory Parental Leave up to a maximum of eighteen (18) weeks unless the member gives the Board written notice that the member does not intend to pay the member's contributions.

ARTICLE 24 – EXTENDED PREGNANCY/PARENTAL LEAVE

24:01 The Board shall grant an extension to the parental or pregnancy leave as provided in Article 22 and Article 23 in accordance with the terms and conditions outlined in this Article.

24:02 The member shall provide written notice to the Board at least two (2) weeks prior to the scheduled end of the leave indicating the start and end dates of the extended leave.

24:03 The total length of the pregnancy/parental leave and extension shall not exceed two years.

- 24:04 The member may retain any insured benefits in which the member was enrolled immediately prior to the leave. Premiums for coverage will be paid by the employee and the Board in accordance with Article 52, for up to one year's duration. An employee granted an adoptive leave or pregnancy leave in excess of one (1) year's duration and up to two (2) year's duration shall be allowed, subject to the terms of the insurance carrier(s), to maintain the employee benefits in Article 53 held immediately prior to the granting of the leave. The employee shall reimburse the Board for one hundred percent (100%) of the premiums for the period in excess of one (1) year's duration and up to two (2) year's duration.
- 24:05 A member who intends to resume employment on the expiration of an extended leave of absence under this Article shall so advise the Board and on return to work the employee will be reinstated to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall.
- 24:06 A member who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the requested date of return. The request for return shall be accommodated, if possible, subject to the provisions of clause 24:05.
- 24:07 Reinstatement from extended Parental Leave under this Article shall be at the salary/wages that the member would be earning had the member worked during the period of the statutory pregnancy/parental leave (i.e. the member will receive credit for salary purposes for the period of the statutory pregnancy/parental leave).

ARTICLE 25 – FAMILY CARE LEAVE

- 25:01 In the case of illness of a spouse or child or parent, which requires the employee's urgent personal attention, a leave will be granted up to two (2) days per year.
- 25:02 A member may request the extension of family care leave, to a maximum of three (3) additional days with pay, and with deduction of sick leave.
- In order to be eligible for leave under this clause the following conditions must be met:
- (i) an employee must first have used their personal day; and
 - (ii) no replacement staff shall be required
- 25:03 A leave granted under 25:01, upon written request, shall be with pay and without deduction from sick days.

ARTICLE 26 – WSIB/LTD

- 26:01 A member who is absent from work and is claiming Workplace Safety and Insurance Board (WSIB) or Long Term Disability (LTD) benefits on return to work shall retain their entitlement to be reinstated to the same position and work location held by the member immediately prior to going on WSIB/LTD, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, up to a maximum of twenty-four (24) months. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee.
- 26:02 At the end of the twenty-four (24) month period the member's position shall be declared vacant.
- 26:03 A member who returns to employment after the twenty-four (24) month period shall be subject to the provisions of Article 51, Layoff and Recall.

ARTICLE 27 - WSIB SUPPLEMENT

- 27:01 A member who is receiving compensation under the Workplace Safety and Insurance Act as a result of a claim directly related to the Board shall be entitled to have the partial payment under the Workplace Safety and Insurance Act supplemented by the Board to provide payment of full earnings. The supplement paid to such member shall be divided by the member's daily rate of pay to determine the number of days absent with pay and the same number of days shall be deducted from the member's Sick Leave Credit Account in accordance with Article 29. If the member does not wish to have the payment under the Workplace Safety and Insurance Act supplemented as provided by this article, the member must give written notice to the Executive Officer of Human Resources within fifteen (15) days after receiving notice that the Workplace Safety Insurance claim has been approved. It is understood that, if adherence to this timeline results in the member having been overpaid by the Board, the member shall be responsible for reimbursing the Board for the amount overpaid.

ARTICLE 28– DEFERRED SALARY LEAVE PLAN

- 28:01 The Deferred Salary Leave Plan provides employees with the opportunity to take a leave of absence for a specified period of time and to finance the leave by means of salary deferral.
- 28:02 All permanent employees having three years service with the Board are eligible to participate in the Plan.
- 28:03 Applications for participation in the Plan should be made in writing to the Executive Officer of Human Resources on or before May 1 for commencement of the plan to begin the following school year.

- 28:04 Approval of individual requests to participate in the plan rests solely with the Board.
- 28:05 In each year of the Plan preceding the year of leave, an employee will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 33 1/3% of the employee's annual salary, will be deferred and shall be retained by the Board to finance the year of leave.
- 28:06 The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the savings account at the Bank used by the Board, and be compounded and as per the bank's practice. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon request by the employee.
- 28:07 While an employee is participating in the deferral period any benefits tied to salary level shall be based on the salary the employee would have received had the employee not been participating in the Plan. During the leave year, however, no credit for increment shall be granted.
- 28:08 During the employee's leave of absence the Board shall continue to pay its share of premium costs for any benefits, which the employee elects to maintain. The employee shall be responsible for remitting his/her share of applicable premium costs.
- 28:09 Payment in the year of leave shall be paid out based on accrued funds plus accrued interest in bi-weekly installments. Any remaining balance shall be paid out to the employee at the end of the leave year.
- 28:10 Conditions of Leave
- (a) The leave may be for three (3) or more consecutive months up to a maximum of one year.
 - (b) The leave shall commence no later than six (6) years after the date of the first deferral of salary.
 - (c) An employee may not receive any compensation from the Board during the period of leave other than deferred salary plus accumulated interest.
 - (d) Deferred salary plus any accumulated interest shall be paid to the participating employee not later than the end of the first taxation year after the expiration of the six-year period notice in Article 28:10(b).
 - (e) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Upon acceptance of the reasons for withdrawal, the Board shall repay to the employee any monies accumulated, plus interest owed

minus an administration fee of \$100.00 within sixty (60) days of receipt of the notice of the employee's wish to withdraw.

(f) Sick leave credits shall not accumulate during the leave period.

- 28:11 Pension deductions (The Teachers' Pension Plan or OMERS) are to be continued as required by the appropriate legislation and policies during all years of participation. Employees are responsible for any other arrangements with The Teachers' Pension Plan Board or OMERS.
- 28:12 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the employee's designated beneficiary or alternately, to the employee's estate.
- 28:13 Employees participating in the Plan shall be required to sign an agreement with the Board setting out conditions of the Plan.
- 28:14 On return from leave an employee will be reinstated to the same position and work location held by the member immediately prior to the commencement of the deferred salary leave of absence, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51 Layoff and Recall.
- 28:15 An employee returning from leave shall receive credit for seniority for the period of leave.
- 28:16 The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on pension plan provisions or income tax implications. This plan must comply with current Revenue Canada regulations.

ARTICLE 29 – SICK LEAVE

- 29:01 The Board shall administer a sick leave plan and maintain a sick leave account for each employee who is a member of the Bargaining Unit.
- 29:02 The Board shall maintain a record of each employee's credited and accumulated sick leave and shall inform the employee in writing on or about November 1 of each year as to the crediting and accumulation of the employee's sick leave.
- 29:03 All full-time employees will be credited with twenty (20) sick days on the first working day of the work year.
- 29:04 Employees working half time or more and less than full-time shall accumulate and receive sick leave on a pro rata basis.
- 29:05 All employees shall accumulate 100% of the unused portion of the allotted days per year to a maximum of 200 days.

- 29:06 A newly hired employee shall be entitled to transfer accumulated sick leave credits from a previous school board in Ontario to the employee's credit with the Board.
- 29:07 Effective September 5, 2000 employees who have an accumulated balance in excess of 200 days shall be frozen at their existing balances once the August 2000 balance has been calculated.
- 29:08 (a) The number of days of sick leave credit in a member's sick leave credit account existing immediately prior to the signing of this Agreement shall be transferred and credited to the member's Sick Leave Credit Account under this Article.
- (b) A member with a balance of more than 200 days in their account shall have no further credits above the maximum of 200 added to the account at the end of each year. Any unused balance at the end of the year from the yearly allotment of 20 days shall be lost.
- (c) If a member uses sick days from the accumulated account, which takes them below 200, they shall be able to rebuild the amount with credits each year to a maximum of 200.
- 29:09 To qualify for sick leave, a member who is absent from work for more than five (5) consecutive days because of illness may be required to submit medical certification of such illness from a qualified physician, licentiate of dental surgery, licensed midwife or Doctor of Chiropractic (DC) or any other medical professional approved by the Board. For other absences, in extenuating circumstances and/or as part of the Board's attendance support program, the Executive Officer of Human Resources, or designate, may require a medical certificate to be completed on a form provided by the Board. The Board will pay the actual cost of the medical certification.

ARTICLE 30 – REPLACEMENT STAFF

- 30:01 Where an employee is absent from work, replacement staff may be provided in the position vacant due to the absence.
- 30:02 Educational Assistants and Special Program Assistants shall not be required or requested to call in their own supply.
- 30:03 Except in extenuating circumstances, casual employees replacing permanent staff or replacing staff in temporary assignments shall be called from the Board's casual supply list. At least once per month, the Board will provide the Bargaining Unit President with a listing of those situations in which the board did not use the casual supply list to obtain a replacement.
- 30:04 There will e a joint Board and Union review of the casual supply list and effectiveness of the call in system. This meeting shall occur by October

31st of each year. The parties shall meet initially within thirty days (30) of ratification of this agreement, but no later than December 31, 2008.

ARTICLE 31 – MEDICAL EXAMINATIONS/REPORTS

- 31:01 In the case of ongoing or recurring illness in excess of five working days, accident or disability, the Board may also require an employee to sign a release of medical information to a doctor selected by the Board with respect to the medical condition in question or may require an employee to be examined by a doctor of the Board's choice. The Board shall endeavour to ensure that the employee's preference for a male or female doctor will be accommodated when requested. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the employee. The Board shall pay the cost of the third party billing incurred when an employee consults a doctor at the Board's request.
- 31:02 Employees affected by 30:01 may be required to take part in the Board's Workplace Early Intervention Program (WEIP) and to sign a release of information to permit the Board to contact the employee's physician to facilitate this process.

ARTICLE 32 – SICK LEAVE GRATUITY

- 32:01 Pertaining to members who were previously covered by the collective agreement between OSSTF, Educational Assistant/Special Program Assistant bargaining unit and the Wellington County Board of Education prior to June 6, 2000.
- For all employees retiring to O.M.E.R.S./Teachers' Pension Plan Board pension, the retirement gratuity shall be fifty percent (50%) of the accumulated sick leave credits, at current salary to a maximum of eighty (80) days (i.e. the maximum payment is forty (40) days).
- 32:02 The payment under clause 32:01 shall be paid by the Board to the member within thirty (30) calendar days of termination of employment, or in the next calendar year if the employee so requests.
- 32:03 For employees not covered by clause 32:01, the Board will deposit a lump sum payment of \$1000 into a group RSP plan on behalf of the employee on or before June 30th of the school year in which the employee completes his or her probationary period.

ARTICLE 33 – INCLEMENT WEATHER

- 33:01 In the event that a school is closed as a result of inclement weather, the following provisions will apply to members of the bargaining unit who work at that school:
- (a) School Closing Announced by 7:00 a.m.

If a school, or District Board work location is officially closed, members who work at that school or work location shall report to the school or District Board work location closest to their residence to provide assistance at that site.

(b) School Closing During the Day

Under normal circumstances the Principal/Supervisor will allow members to leave the school within one hour after the official school closing time.

(c) Poor Road Conditions

If weather conditions make it impossible, due to official road closure, to reach their assigned work location the employee shall notify their supervisor as soon as possible. The employee shall make their best effort to reach the nearest school/District Board building immediately. If this is not possible, the immediate supervisor shall be notified as soon as possible.

33:02 If an employee is absent due to inclement weather, the employee must complete the Request under Absence and Leave Policy, have it reviewed by the Principal/Supervisor and submitted to the Executive Officer of Human Resources who will determine whether a leave will be granted. If granted, such leave will be without loss of salary or deduction from sick days.

ARTICLE 34 – JOB EXCHANGE PROGRAM

34:01 The Board shall provide the opportunity to members to participate in a job exchange program in accordance with the terms and conditions outlined in this Article.

34:02 The job exchange program shall include the opportunity for two permanent bargaining unit members to exchange positions for which they are qualified for a period not to exceed one school year.

34:03 Written application by the two members requesting a job exchange assignment shall be submitted to the member's immediate supervisor(s) with a copy to the Executive Officer of Human Resources, not later than five (5) months prior to the requested start date of the assignment. The application shall indicate:

- (a) the names of the members wishing to exchange positions;
- (b) the present positions held;
- (c) the two positions involved in the exchange;
- (d) the start and end date of the period of exchange.

34:04 The Board shall notify the members and the President of the Bargaining Unit within two (2) months of the date of application whether or not the

Members have been granted the job exchange requested. Approval of the exchange shall be at the sole discretion of the Board.

34:05 Members participating in the job exchange program shall continue to receive the daily rate of pay for their permanent position for the duration of the exchange.

ARTICLE 35 – POSITION SHARING

35:01 (a) The Board shall provide the opportunity for members to participate in 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.

35:02 To be eligible for the position sharing program, members must hold the qualifications and have the experience required to perform the duties of the position being shared.

35:03 A position sharing assignment shall be for a maximum of one (1) year.

35:04 Members wishing a position sharing assignment shall apply in writing to the member’s immediate Supervisor, with a copy to the Executive Officer 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.

35:05 The Board shall notify the members and the President of the Bargaining Unit within two (2) months of the date of application whether or not the members have been granted the position sharing arrangement requested.

Approval of the exchange shall be at the sole discretion of the Board.

35:06 Members participating in the position-sharing program shall be paid the rate of salary for the assignment being shared. Salary shall be prorated to the same proportion that the member works in the shared position.

35:07 If the member is enrolled in one or more of the employee benefit plans; 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.

35:08 At the end of the period of position sharing, each of the members will be reinstated to the same position and work location held by the member immediately prior to the commencement of the position sharing, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall

35:09 The period of position sharing may be extended beyond, or shortened from the date set out in the agreement between the parties, to a time defined by mutual consent of the members involved in the position being shared, the member's immediate supervisor(s) and the Executive Officer of Human Resources.

ARTICLE 36 – ADMINISTRATIVE TRANSFER

36:01 A member who is to be administratively transferred by the Board shall be consulted at least seven (7) working days prior to the scheduled date of transfer. Such consultation shall be between the member and the Human Resources Staffing Department or the appropriate Superintendent.

36:02 Final notification of transfer shall be made to the member by the Human Resources Staffing Department or the appropriate Superintendent, in writing, at least five (5) days prior to the scheduled date of transfer.

36:03 The Board shall not transfer a member to a location more than forty (40) km. from their permanent work location without written agreement of the member.

36:04 The Union President shall be notified, in writing, of the administrative transfer.

ARTICLE 37 – VOLUNTARY TRANSFER

37:01 (a) A member wishing to apply for a transfer to an equivalent position, same category, at another work location shall send an application for transfer letter to the Human Resources Department with a copy to the Union and the immediate supervisor by April 15th each year, for consideration for transfer to a permanent vacancy which occurs between May 1st and the following April 30th.

Such letter shall include the following information:

- i) the position the employee presently holds;
- ii) the specific school, or position type, to which the member would like to be transferred, in order of preference with a maximum of two possible transfer locations.

It is understood that for the purpose of this clause, "category" means positions at the same salary level with equivalent standards for experience and qualifications.

- (b) An employee is eligible for only one voluntary transfer per school year.
- (c) When a permanent position is to be filled the following process shall be used in order:
 - i) transfer of employee who has submitted a transfer letter in order of seniority, from most senior to least senior, if the employee is qualified to hold the position;
 - ii) unless a transfer request has been withdrawn prior to a position becoming available, the employee must accept the transfer, if offered. This provision may be waived at the Board's discretion;
 - iii) posting the position as per Article 38, Job Postings.

If there is no request for transfer on file, the board shall post the position as outlined in Article 38, Job Postings.

ARTICLE 38– JOB POSTINGS

- 38:01 (a) When a permanent position is to be filled or a new permanent position is created in the bargaining unit, the position will be posted electronically on the Board's website for a minimum of four (4) working days. The posting period will commence prior to a weekend and shall close at the end of normal business hours on a day following the weekend.
- (b) When a permanent position is to be filled or a new permanent position is created in the bargaining unit, the Board will:
 - i) offer the position, subject to Article 51, Layoff and Recall, to those on the Recall List; if there is no one on Layoff with the ability and qualifications to fill the position, then;
 - ii) consider requests for transfer on file as outlined in Article 37, Transfers; if there are no requests on file, then;
 - iii) post the position as outlined in this Article.
- 38:02 Interviews of those qualified permanent/probationary employees who apply for the position will be held before said positions are filled. Where no qualified permanent/probationary employee is appointed to the position, qualified casual employees who are on the Board's approved casual list who have applied for the position shall then be interviewed as per this article provided that the casual employee notes on their application that they are currently on the casual list. The Board reserves the right to short-list applicants on the basis of their qualifications as determined from the candidate's application.

- 38:03 Written notice of all vacancies and postings will be provided to the President of the Bargaining Unit.
- 38:04 In making promotions, or filling vacancies, the qualifications and ability of the employees concerned shall be considered and where such qualifications and ability are equal, seniority shall be the determining factor.
- 38:05 If a grievance is filed pertaining to a job posting decision and such decision is subsequently reversed, employees who have been promoted or transferred as a result, will be returned to their former positions.
- 38:06 i) A vacancy shall be open to bargaining unit members who hold a permanent or probationary position unless otherwise stated in this agreement.
- ii) if there are no qualified permanent/probationary employees, the Board shall consider applications from casual employees.
- iii) if there are no qualified applicants from permanent or casual employees, and no qualified members on the recall list, the Board may fill the vacancy from outside the Bargaining Unit.
- 38:07 Job postings shall be open to members on the Recall List.
- 38:08 All temporary vacancies of more than ten (10) weeks shall be posted as outlined above.
- 38:09 Permanent employees may apply for temporary vacancies, and at the end of the school year if the temporary assignment has ended, shall be reinstated to the same position and work location held by the member immediately prior to the commencement of the temporary assignment, if the position at that location still exists and is vacant, or to a comparable position if it does not exist, subject to Article 51, Layoff and Recall. For the purpose of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.
- In the event that the temporary assignment ends during the school year, the employee shall be placed in a vacant position for the remainder of that school year with entitlement to be reinstated at the beginning of the following school year to the same position and work location held by the member immediately prior to the commencement of the temporary assignment, if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 51, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.

In the event that the temporary assignment ends during the school year and it is not possible to place the employee into a vacant position for the remainder of that school year, the employee shall be reinstated to the same position and work location held by the member immediately prior to the commencement of the temporary assignment if the position at that location still exists and is vacant, or to a comparable position if it does not exist or is not vacant, subject to Article 51, Layoff and Recall. For the purposes of this clause, the position will be deemed vacant if it is being filled by a temporary employee. Such return shall be without any loss of any right that would have occurred if they had remained in their permanent position.

- 38:10 When an employee has been on Long Term Disability for a period of two (2) years and the physician's report indicates that the employee is still unable to work, the position shall be declared vacant and follow the procedure outlined in this article.
- 38:11 The Board shall notify the Union in writing of the name(s) of the successful applicant(s) to posted vacancies within seven (7) working days following the Human Resources Department receiving written notification of the name of the successful applicant.
- 38:12 The Board shall transfer the successful applicant within thirty (30) days of the appointment unless otherwise mutually agreed upon by the Board and the President of the Bargaining Unit.
- 38:13 All employees who have been interviewed for the position shall be informed, in writing, if the employee was successful or unsuccessful in the application.
- 38:14 The Board shall not hire from outside the bargaining unit to fill permanent vacancies until first following the procedure outlined in 38:02 and 38:07.
- 38:15 Employees who have applied for and received a position through the job posting process will be required to remain in such position for the remainder of the school year and shall not be entitled to apply for another position during this period of time. This provision may be waived at the exclusive discretion of the Board.

Notwithstanding the above, an employee who has received a position through the job posting process may apply for another position in the same school year if such position is a promotional opportunity, and/or an increase in hours.

ARTICLE 39 - HOURS OF WORK

- 39:01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day or the days of work per week or the weeks of work per year.

- 39:02 (a) The work year shall be the school year as defined in the Education Act and Regulations, excluding professional activity days.
- (b) Special Program Assistants on staff as of June 6, 2000 shall continue to receive the three (3) professional activity days for as long as they are employed in that position.
- 39:03 While the parties recognize that hours may vary according to the particular need of a school/educational unit; the normal workweek for full-time employees shall be 32.5 hours per week, Monday to Friday.
- Employees on staff in the following classifications as of date of ratification of the collective agreement shall be grand parented at their existing hours of work for as long as they remain employed by the Board in positions covered by this bargaining unit.
- Educational Assistants – ESL (35 hours per week)
Special Program Assistants (All classifications) (35 hours per week)
- 39:04 Employees working a full day shall be entitled to one half (1/2) hour unpaid uninterrupted lunch break per day, to be scheduled as close as possible to the mid-point of the work day.
- 39:05 All employees shall be entitled to one (1) fifteen (15) minute paid break for a half-day or more worked. Effective September 1, 2006, full-time employees shall be entitled to an additional fifteen (15) minute paid break or a combined total of one (1) thirty (30) minute paid break per day for a full-day worked.

ARTICLE 40 – OVERTIME

- 40:01 When deemed necessary, and authorized in advance by the immediate supervisor, an employee shall be paid for overtime as follows:
- i) at the regular hourly rate of pay for all hours worked up to thirty-two and a half (32.5) hours in any one week (or 35 hours for employees grand parented at a thirty-five hour work week).
 - ii) at the rate of time and one half (1-1/2) times the regular hourly rate of pay for hours worked beyond thirty-two and one half (32 ½) hours (thirty-five (35) hours for grand parented employees) in any one (1) week or all hours worked on Saturday.
 - iii) hours in any one (1) week or all hours worked on a Saturday.
 - iv) Hours worked on Sunday or statutory holidays will be paid at double time the regular hourly rate of pay.
 - v) Working on Saturdays or Sundays will only apply in emergency situations defined by the Board.

For the purposes of overtime, a week is considered to start on Monday and finish on Sunday.

- 40:02 An employee shall be given an opportunity to accumulate hours at the given rates in Article 40:01 for any time worked. These hours may be taken in lieu time, reflecting the appropriate premium rate, at a time mutually agreed upon between the employee and the immediate supervisor.
- 40:03 Any overtime hours still owing to an employee as of June 30th will be paid in full no later than the last pay period that school year provided that the request for payment is received by the Human Resources Department by June 14th.
- 40:04 Employees assigned to accompany students on overnight trips shall receive either:
- 1) four (4) hours lieu time per night; or
 - 2) an additional four (4) hours pay per night at the employee's regular hourly rate in lieu of receiving overtime pay at the employee's choice.

ARTICLE 41 – RECOGNIZED PAID HOLIDAYS

41:01 The Board shall grant to each member the following recognized paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Four (4) Floater Holidays*	Canada Day**
August Civic Holiday**	Labour Day**
Family Day***	

* Three (3) floater holidays will be taken in conjunction with the Christmas holiday period on dates to be designated by the Board. One (1) floater holiday will be taken on Easter Monday unless Easter Monday is a school day in which case the floater holiday will be taken on a date to be designated by the Board.

** If a member of the bargaining unit is scheduled to work a period that includes days immediately before and after any of these holidays, and the employee works his or her scheduled regular day of work preceding and his or her scheduled regular day of work following the noted public holiday they shall be entitled to payment for the holiday.

*** Provided that Family Day is a recognized statutory holiday according the Ontario Employment Standards Act.

41:02 If any of the recognized paid holidays falls on a Saturday or Sunday, and if it is decreed by the Federal, Provincial or Municipal Government that such holiday shall be observed on another date, then that other date shall be treated as the recognized paid holiday in accordance with the provisions of this Article. If any of the recognized paid holidays falls on a Saturday or Sunday and no other day is proclaimed in lieu thereof, then the Board shall substitute for that holiday either the working day immediately preceding or following the holiday and such day shall be considered as the recognized paid holiday under this Article.

41:03 Employees shall not qualify for payment for recognized paid holidays if the employee fails to work his or her scheduled regular day of work preceding or his or her scheduled regular day of work following a recognized paid holiday or unless the employee is on authorized vacation or authorized sick leave during this period.

ARTICLE 42 – PAID VACATIONS

42:01 (a) Service means years of active service with the Upper Grand District School Board or one of its predecessor Boards.

(b) The Board shall grant paid vacation periods to each member in accordance with the terms and conditions outlined in this article.

42:02 (a) The Board shall maintain a record of paid vacation entitlement for each member based on the years, and parts thereof, of service from the most recent date of hire with the Board completed by June 30th prior to the vacation period to be taken.

(b) For the purpose of this article, the most recent date of hire shall be the date of last hire where there has been no termination of employment since that date.

42:03 (a) A member shall be granted by the Board an annual paid vacation according to the following schedule:

Years of Service	Entitlement
Prior to July 1	
Less than 1 year.....	1 day/month to a maximum of 10
1 year but less than 3 years.....	2 weeks (10 days)
3 years but less than 10 years.....	3 weeks (15 days)
10 years but less than 18 years...	4 weeks (20 days)
18 years or more.....	5 weeks (25 days)

(b) Vacation days shall be used at the Christmas and March break period for the days that are not Statutory Holidays and/or floater days. If an employee does not have sufficient years of service to qualify for payment for the full vacation period, any excess will be taken as time off without pay.

- (c) The pay for any vacation period shall be calculated on the member's salary as provided in Schedule A.
 - (d) No record of employment for Employment Insurance purposes will be issued in December or March in lieu of the vacation period unless the employee does not have sufficient vacation credits to cover this time.
- 42:04 Any additional vacation entitlement that is not used will be paid on the first pay in June in the school year in which the employee has earned the vacation.
- 42:05 Members shall be able to use earned vacation on such days, as they are not scheduled to work as per their work year. Vacation credits which are needed for the Christmas and March break periods shall not be used under this clause. The Human Resources Department must receive at least three weeks advance notice of the requested vacation day.
- 42:06 If a member who is entitled to vacation pay quits, is discharged or otherwise is terminated from employment with this Board, the member shall be paid vacation pay on the date of termination or shortly thereafter based on the amount of vacation time to the credit of the member at the date of termination. If a member's termination from employment is caused by the death of the member, the payment under this clause shall be made to the member's estate.
- 42:07 Vacation credits will be pro-rated for part-time employees.

ARTICLE 43– TRAVEL ALLOWANCE

- 43:01 Employees who use their vehicles in the normal course of carrying out the Board's business, shall be reimbursed in accordance with Board policy. The exception to this shall be employees who have been placed during the staffing process or transferred by the Board to two or more separate locations. Such employees shall be eligible, if they hold one (1) work location and are relocated between two or more locations, for this allowance while traveling between work locations unless this occurs as a result of the employee's request for an increase in time. Employees who have applied for two or more separate work locations and who are successful applicants would not be eligible for mileage reimbursement.
- 43:02 Itinerant employees or employees who are scheduled between more than one work location shall not have travel time between schools deemed as their scheduled uninterrupted, unpaid lunch break. The employee will be scheduled to have their lunch break at one of their assigned locations.
- It is understood that this clause does not apply to employees who have applied for and received another position to increase their time outside of the Board's annual staffing process.
- 43:03 Educational Assistants shall not be required to transport students in their own vehicle in cases where the Board has identified, following

consultation with the employees, a risk of violence to staff. It is understood that, while an employee may choose to volunteer to drive a student, there is no obligation for the employee to do so.

- 43:04 Employees using their own vehicle within the scope of their duties and in accordance with Board policy shall be covered by the Board's Excess Automobile Liability insurance only after the vehicle owner's primary Third Party Liability insurance limit has been exhausted.

ARTICLE 44 – MEDICAL PROCEDURES

- 44:01 Under the direction of the Principal/Supervisor, a member may be required to administer medication.

The Principal/Supervisor is responsible for arranging times for medication in collaboration with the member and parent(s) and for ensuring procedures are in place to direct students to the member to receive medication.

- 44:02 Under the direction of the Principal/Supervisor, a member may be required to perform Health Support Services in accordance with Board Policy (#509).

- 44:03 School Health Support Service Providers or other appropriate agencies may assist with certain physical procedures required by the student. When the Board determines that an employee requires specific training related to specialized physical care needed for a student these agencies may instruct Board personnel directly responsible for the student in accordance with Board Policy #509.

ARTICLE 45 – JOB PERFORMANCE APPRAISALS

- 45:01 Performance appraisal is a process which includes the systematic supervision, formal evaluation and planned professional growth of the individual.

- 45:02 An employee is entitled to be notified twenty-four (24) hours prior to a meeting with the Principal/Supervisor that the member is to be put on review for unsatisfactory job performance. The Board shall inform the member and the President of the Bargaining Unit, twenty-four (24) hours prior to the day of the meeting, of the member's right to have the Bargaining Unit President or designate present at such meeting. At the member's discretion, the member shall be accompanied at the meeting by the Bargaining Unit President or designate.

- 45:03 The summative evaluation report shall be made in writing.

- 45:04 The employee shall be given an opportunity to initial or sign the final evaluation report and add comments if the employee desires. This opportunity shall occur before anyone other than the employee, the evaluator and their advisors view the final evaluation report.

ARTICLE 46– PEER TUTORS

- 46:01 Employees shall not have their hours of work reduced owing to the use of Peer Tutors in that worksite.
- 46:02 No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of a Peer Tutor in that position.
- 46:03 The Board shall not refuse to fill a vacancy owing to the use of a Peer Tutor in that position.
- 46:04 Should a strike or lockout involving employees occur, peer tutors shall continue to work with the student on the assigned tasks that were established prior to the strike or lockout. Peer tutors will not be assigned additional responsibilities during the strike or lockout.

Definition of Peer Tutor: “A Peer Tutor is a secondary school student who, for the purposes of gaining a secondary school credit, is tutoring another student for a period of at least one term/semester.”

ARTICLE 47 – VOLUNTEERS

- 47:01 Volunteers shall not be used during a legal strike or lockout to perform the duties of striking or locked out employees.
- 47:02 The bargaining unit may request representation on the committee reviewing the Board’s policy/guidelines concerning the use of volunteers in workplaces. Such request shall not be unreasonably denied.
- 47:03 No member of the Bargaining Unit on probationary or permanent staff shall be laid off or suffer a reduction in hours of work as a result of the use of volunteers in that worksite.
- 47:04 The Board shall not refuse to fill a vacancy owing to the use of a volunteer in that position.
- 47:05 This Article shall not be construed as limiting the normal use of volunteers to assist children in the school.

ARTICLE 48 – CO-OP STUDENTS

- 48:01 Should a strike or lock out involving employees occur, co-op students shall be immediately removed from the workplace where employees perform their job functions.

- 48:02 Employees shall not have their hours of work reduced owing to the use of Co-op students in that worksite.
- 48:03 No employee shall be laid off nor shall the Board refuse to recall a laid-off employee owing to the use of a Co-op student in that position.
- 48:04 The Board shall not refuse to fill a vacancy owing to the use of a Co-op student in that position.
- 48:05 If at any time, there is a disagreement about the Work Placement Program or a co-op student's activities while in the workplace, the Bargaining Unit President will contact the Executive Officer of Human Resources to convene a meeting of representatives from the Bargaining Unit, worksite and appropriate administrative staff in order to attempt to alleviate the problem.

ARTICLE 49 – HEALTH & SAFETY

- 49:01 The Board agrees to provide safe and healthful conditions of work for its employees and to carry out all of its duties and obligations under the Occupational Health & Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health & Safety Act is not grievable.
- 49:02 The Union agrees to assist the Board in maintaining proper observation of all health and safety rules.
- 49:03 One representative appointed by the Bargaining Unit Executive shall serve on the Board's Joint Health and Safety Committee.
- 49:04 It is the responsibility of the member to report to the member's immediate supervisor any equipment or process which is, in the opinion of the member, unsafe or hazardous or any condition which is unhealthy. If any difference of opinion exists between the member and the member's immediate supervisor, the member may refer the matter to the Union representative of the Joint Health and Safety Committee. The Union representative shall contact the Health and Safety/Disability Manager who shall ensure that all necessary actions are taken to address the concern of the member.
- 49:05 All reported incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee.
- 49:06 Employees are required to practice universal precautions in the handling and disposal of blood and body fluids. The Board shall inform employees of such practices by providing a copy of the description of universal precautions to each work place and requesting the supervisor to so advise employees it is available.
- 49:07 The Board agrees that in cases where the Board identifies, following consultation with the employees, a risk of violence to staff, the Board shall

establish and maintain measures and procedures to reduce the likelihood of violent incidents to the lowest possible level. These measures could include, but are not limited to:

- (a) providing additional training to staff to deal with the situation,
- (b) reallocation of resources to provide assistance when a possibility of violence is identified,
- (c) meet and discuss with the employee and the union, the possibility of a transfer for the employee, based on the specific situation,
- (d) administrative transfer, in accordance with Article 35.

49:08 Where possible, the Board shall not assign replacement staff from outside the school to a student who has a physical intervention plan. Where there are two educational assistants assigned to a student who has a physical intervention plan, and one of the educational assistants is absent, where possible the principal or designate shall fill the vacancy with the most qualified employee which may result in the reassignment of a bargaining unit member from within the school.

49:09 In order to address the Union's concerns with respect to violent incidents, there shall be a representative from the Educational Assistants bargaining unit appointed to the committee which will be reviewing the Board's Physical Intervention Policy.

ARTICLE 50 – SENIORITY

50:01 Seniority is defined as the length of continuous service an employee is employed by the Upper Grand District School Board or its predecessor Boards. An employee's seniority date shall be established as the most recent date of hire with the Board. Seniority for employees hired to Bargaining Unit positions on or after date of ratification of this Agreement shall be defined as the length of continuous service in the Bargaining Unit from last date of hire to a position in the Bargaining Unit.

50:02 Employees employed on a part-time basis shall accumulate seniority on a full-time basis for seniority purposes.

50:03 Employees who are on pregnancy leave or parental leave will continue to accrue seniority during the period of the statutory pregnancy or parental leave.

50:04 A seniority list shall be prepared by the Board, effective November 30, with a copy to the Bargaining Unit President by December 30.

50:05 By January 1 of each year the Board shall post a copy of the up-to-date seniority list in all work locations with members covered by this Agreement.

- 50:06 Any question as to the accuracy of the seniority list must be submitted by the employee to the Executive Officer of Human Resources within forty-five (45) working days of the posting of the list.
- (i) Any inaccuracies will be corrected within forty-five (45) working days and the list will be deemed correct. If there have been no submissions within the forty-five (45) day timeframe, the list will be deemed correct.
 - (ii) An employee whose name appears on the seniority list for the first time shall have up to forty-five (45) days following posting of the list to notify the Executive Officer of Human Resources if the employee believes their seniority date is incorrect. The Board will review employee submissions which were received within the forty-five (45) day timeframe and will make any required corrections and post an amended list (if necessary). Employee submissions received after forty-five (45) days following the posting of the seniority list on which their name first appeared will not be considered.
- 50:07 The seniority list shall be arranged in order from the most senior to the most junior, including name, seniority date and classification.
- 50:08 In compiling the seniority list, all ties shall be broken based on the following criteria in order:
- (a) total experience in the Bargaining Unit;
 - (b) total experience with the Board using actual time worked;
 - (c) total experience in the current job function with the Board;
 - (d) by lot in a manner to be determined by the Board and the Bargaining Unit.
- 50:09 An employee's seniority shall be lost, and the employee shall be considered severed from the employ of the board is any of the following shall occur:
- (a) dismissal not reversed through grievance and/or arbitration;
 - (b) voluntary resignation;
 - (c) retirement;
 - (d) off work due to lay-off for more than thirty (30) months;
 - (e) an employee fails to report for duty following the completion of an approved leave of absence;
 - (f) when accepting a permanent position outside the bargaining unit.

50:10 An employee who is absent from work due to illness, accident or authorized leave shall continue to accumulate seniority during the period of such absence.

ARTICLE 51 – LAYOFF & RECALL

51:01 A lay-off shall be defined as the elimination of a position, or a reduction in hours of a position.

51:02 Employees will be placed for September in the same position as they held at the end of the preceding school year unless the position has been eliminated or reduced or a change in placement is required to meet program or individual student needs. It is understood that program or individual student needs for the purposes of this clause shall be based on definable criteria.

51:03 The Board agrees that when a decision is made to layoff or close a school, the Board shall notify the Union in writing.

51:04 In the event that a position in a category is to be eliminated or reduced, the employee in that school within that job classification with the least bargaining unit seniority will be initially declared surplus. In the case of a position being eliminated or reduced within an itinerant job classification the employee within that specific classification with the least bargaining unit seniority will be initially declared surplus. Itinerant employees are defined as those employees who are not attached to a specific school or employees who work in a variety of schools, for example, EA-ESL and SPA – Speech and Language.

51:05 The full-time equivalent number of members as were declared surplus in clause 51:04 shall be declared redundant on the basis of date of hire for probationary members beginning with the most recent date of hire and seniority for permanent members beginning with the least senior. Such members shall be placed on the Temporary Redundancy List.

51:06 The Board shall identify all vacancies by category and specific job classification, including those created by placing the least senior members on the temporary redundancy list.

51:07 The process shall be followed in order of seniority, beginning with the most senior employee affected first. Each surplus member who is not on the Temporary Redundancy List shall be placed into a vacant position in the member's job category provided the surplus member has the ability, qualifications and experience for the position. Such employees shall be placed in an available equivalent job vacancy if within forty (40) km of their present work location. Failing that the employee shall have the following options in order:

- (a) accept an available equivalent job vacancy more than forty (40) km of their present work location; or

- (b) accept the permanent reduction in hours and remain in the position if the position still exists; or
- (c) displace another employee or employees in accordance with the following process, provided that the employee has the ability, qualifications and experience required for the position. It is understood that the surplus employee may bump more than one employee if necessary in order to equal the time entitlement of the surplus employee;
- (d) displace the least senior employee(s) in the same job category within sixty (60) km of their present work location; then,
- (e) displace the least senior employee(s) in the same job category more than sixty (60) km of their present work location; or,
- (f) displace the least senior employee(s) in the next lowest job category within sixty (60) km of their present work location; then,
- (g) displace the least senior employee(s) in the next lowest job category more than sixty (60) km of their present work location.
- (h) Failing the above, the surplus member is added to the Temporary Redundancy List.

51:08 All remaining vacancies shall be posted according to Article 38 Job Postings. Postings shall be open to all permanent and probationary members.

51:09 All members remaining on the Temporary Redundancy List after all vacancies have been filled shall be notified in writing by the Board and identified as a member scheduled for layoff.

51:10 An employee displaced, or laid off, shall maintain the right to a position of equal time to that last held prior to being displaced or laid off, for the period of recall unless the employee has elected to accept a position of less time.

51:11 A member who is to be laid off shall be given appropriate notice in accordance with the Employment Standards Act.

51:12 Employees laid off shall be placed on the recall list in order of seniority.

51:13 Employees will be entitled to recall in order of greatest seniority within the bargaining unit, provided the individuals have the ability and qualifications to fill the positions for which they are recalled.

51:14 An employee on lay-off shall be subject to recall for thirty (30) months from the date of lay-off.

- 51:15 An employee on lay-off shall have their name placed on the temporary/casual list and shall be given first opportunity to perform supply work of greater than one week's duration or to be placed in a temporary assignment within the bargaining unit of greater than one week's duration. Employees must have the qualifications and ability required for the position in order to be considered. Recall into a temporary position shall not extend the employee's recall period.
- 51:16 No new employee shall be hired for a position, nor shall existing employees be eligible to increase time, unless those remaining employees who have been laid off within the previous thirty (30) months who have the qualifications and ability required for the position have been offered the position.
- 51:17 An employee shall have the right to refuse an offer of recall if it is not to a location within forty (40) km of their last work location prior to being laid-off, 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.
- 51:18 When a position becomes available, the Board shall attempt to contact the employee being recalled by telephone, and shall offer the position by registered mail.
- 51:19 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number.
- 51:20 An employee who is recalled to work must signify intent to return within four (4) working days after mailing by registered mail of the recall notice or within two (2) days after the notification is received by telephone and must return on the date specified or give a reason acceptable to the Executive Officer of Human Resources why this is not possible and must return to work within ten (10) working days from the date notification of recall is received. The Board shall have no further obligation to the member under this Collective Agreement if the member recalled to work fails to comply with the provisions of this clause.
- 51:21 A Surplus Declaration/Lay-off Recall Committee comprised of a maximum of four (4) Board representatives and four (4) Union representatives shall meet to review the potential layoffs prior to layoff or recall procedures being initiated.
- 51:22 (a) i) The Surplus Declaration/Lay-off Recall Committee shall meet by June of each year to discuss placements and/or the implementation of the procedure as outlined in this Article.
- ii) Providing that allocations of educational assistant positions have been completed, employees shall be notified in writing by June 30 of their placement for the following school year. This timeline may be extended upon mutual agreement of the Board and the Union.

- (b) Employees who bump to a position with less pay shall have their existing weekly salary red-circled for the lesser of: a period of six (6) months; or until the rate of pay for the position catches up or supercedes that which the employee is presently receiving. After this time, the employee's salary will no longer be red-circled.
 - (c) Prior to advertising a vacant position an employee currently working who had been displaced from that position shall maintain their right to be reinstated to their former position/location if it becomes available within six (6) months from the date of displacement provided the individual has the ability and qualifications to fill the position.
- 51:23 During the period a member is on recall; they may continue Extended Health Care and Dental coverage by paying the full premium cost.
- 51:24 Through a displacement process, a member may voluntarily elect to accept, on a permanent basis, a vacant position that is less than their status (full-time/part-time) prior to displacement. The Board's obligation to the member shall have been met.
- 51:25 A member on layoff placed in a temporary position, half-time or more, for a period of six (6) continuous months or more may, upon written request, elect to reinstate their previous benefit coverage including sick days during this time period. The Board shall continue its share of the premium costs for the member's benefits during the time period. School break periods do not constitute an interruption in the calculation of continuous months.

ARTICLE 52– PENSION PLAN

- 52:01 (a) Subject to clause 52:01(b) the Ontario Municipal Employee's Retirement System (OMERS) shall be the recognized Pension Plan for members of this bargaining unit.
- (b) A member who holds certification as a teacher shall become and remain a member of the Ontario Teachers' Pension Plan (T.P.P.)
- (c) It is the responsibility of the employee to notify the Board if the employee is a certified teacher at the time of hire or becomes a certified teacher at any time during the employee's employment with the Board. Failure of the employee to properly notify the Board will not subject the Board to liability for failure to direct pension contributions to T.P.P.
- 52:02 All employees on staff prior to April 16, 2002, working less than full time, shall be given the option of joining the O.M.E.R.S. Basic Pension Plan or the Ontario Teacher's Pension Plan as appropriate.
- 52:03 Members who are full-time and do not belong to OMERS, shall be given the option of joining the OMERS Basic Pension Plan. It is understood that there shall be no retroactive cost to the Board in the event of employees exercising their option to join OMERS under this clause.

- 52:04 New employees hired on or after April 16, 2002, shall as a condition of employment be enrolled in O.M.E.R.S. or T.P.P.
- 52:05 The Board shall make the appropriate deductions from the member's pay and submit to OMERS or T.P.P., as the case may be, the necessary member and Board pension contributions as required.
- 52:06 For the purpose of this Article, a full-time employee is an employee who regularly works 32.5 hours per week or more.

ARTICLE 53 – INSURED EMPLOYEE BENEFITS

- 53:01 The benefits carrier shall be determined by the Board in consultation with the Bargaining Unit.
- 53:02 Effective the first of the month following the date of ratification, the Board will pay 100% of the premium costs of the benefits listed in clause 53:03 with the exception of the Dental Plan for which the Board will pay 90% of the premium cost for all full-time employees. The Board's premium share will be pro-rated for all part-time employees working half-time or more.
- 53:03 Extended Health, Group Life, and Dental
- i) Extended Health, \$0.35 Drug Plan, Vision Care \$250 every two years. (\$350 every two years, effective September 1, 2010. Eye examinations covered to a maximum of \$100 every two years effective September 1, 2010.) Hearing Care Plan (\$300.00 every four (4) years)
 - ii) Private Hospital Room.
 - iii) Group Life Insurance (with A.D.&D.), greater of \$25,000 or two (2) times salary to a maximum of \$600,000.00, plus optional dependent coverage (dependent spouse - \$4000, dependent children over fourteen (14) days old - \$2000).
 - iv) Dental plan with benefits based on the previous year's Ontario Dental Association Fee Schedule. Includes orthodontic coverage (50% reimbursement, \$1000 maximum per completed course of treatment) and major restorative coverage (50% reimbursement – including dentures, onlays, crowns, bridgework and repairs to onlays, crowns and bridgework). Limitations for orthodontic and major restorative coverage of “least cost course of treatment” and “missing tooth exclusion”.
 - v) Private duty nursing to a maximum of \$25,000 per year, effective September 1, 2010.

- 53:04 Out of province coverage is included in the Extended Health Care package with the full premium being paid by the employee.
- 53:05 The Board's contribution for the benefit plans listed above for a part-time member working half time or more shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment.
- 53:06 It shall be a mandatory condition of employment that all new employees half time or more participate in the Extended Health and Dental Plan and the Group Life Insurance Plan. Employees who have Extended Health and Dental Plan coverage through the employee's spouse may be exempted from participating in the Board's Extended Health and Dental Plans.
- 53:07 Voluntary Group Life Insurance
- Additional life insurance (with AD & D) is available to all employees at 1, 2 or 3 times annual salary, with the full premium being paid by the employee. Evidence of insurability must be submitted to, and approved by, the insurance company.
- 53:08 The maximum amount of Life Insurance under all clauses in this Article shall not exceed a total of \$600,000.
- 53:09 Benefits – Effective Date
- Coverage for the various benefits in which the employee participates will be effective on the date shown on the insurance certificate provided that the employee is actively at work on that date. Should the employee be absent from work on that date, excluding absence due solely to paid vacation or paid holiday, the insurance will take effect when the employee returns to work.
- 53:10 The Board will continue to contribute its share of benefit premiums for ten (10) month employees during the summer.
- 53:11 Employees retiring prior to age 65 will have the option of continuing in Extended Health and Dental benefits up to the age of 65 years at their own cost. Employees over the age of 65 are required to be actively at work in order to receive benefits. All benefits coverage is subject to the approval of the benefits carrier. Employees over the age of 65 shall not be entitled to Long Term Disability Coverage, Life Insurance Coverage, Accidental Death and Dismemberment Coverage, Optional Life or Dependent Group Life Coverage.

ARTICLE 54 – LONG TERM DISABILITY PLAN

- 54:01 For all employees working half-time or more, the Board will make available and administer a group Long Term Disability Insurance Plan providing a benefit of sixty percent (60%) of the employee's basic wage rate, less TPP contributions if applicable, with provision for escalation

when wage rates are changed. Employees are responsible for paying the full premium cost for Long Term Disability Coverage.

54:02 It shall be a mandatory condition of employment that all employees working half time or more participate in the Long Term Disability Insurance Plan.

54:03 Subject to the approval of the carrier of the Long Term Disability Insurance Plan, an employee who is on leave of absence from the Board and becomes disabled shall receive benefits based on:

- i) in the case of an employee on an unpaid leave of absence, provided the employee paid LTD premiums during the leave, the salary the employee was receiving immediately prior to taking the leave, and
- ii) in the case of an employee on paid leave of absence, or a self-funded leave of absence, the salary the employee would be entitled to (as at the date of disability) if the employee had been continuously at work.

54:04 Employees receiving benefits under the Long Term Disability Insurance Plan will have their Employee Benefits premiums paid for by the Upper Grand DSB during the period they are receiving benefits under the Long Term Disability Insurance Plan.

54:05 Providing the employee has completed the required documentation and subject to the approval of the carrier of the Long Term Disability Insurance Plan, benefits are to begin after a qualifying period of eighty (80) working days for ten (10) month employees.

ARTICLE 55 – PAY SCHEDULE

55:01 The regularly scheduled payday shall be bi-weekly.

55:02 Effective September 1, 2000, members of this bargaining unit shall not be required to complete time sheets except for temporary assignments.

55:03 The amount of salary/wages shall be paid by direct deposit to the employee's bank account as provided to the Board.

ARTICLE 56 – PROFESSIONAL DEVELOPMENT

56:01 The Board shall establish an Educational Assistant/Special Program Assistant Professional Development Committee. This committee will be comprised of up to three (3) members of the Union and up to three (3) members of the Board. This committee will assess the professional development needs of members and, in co-operation with Human Resources, suggest appropriate professional development activities to be implemented within a Board-wide plan for professional development.

- 56:02 (a) The Board agrees to provide one (1) Board-wide Professional Development Day per school calendar year for all permanent and probationary members covered by this agreement. This day will be used for training outside of the member's worksite. Attendance at such day shall be mandatory for all members. A member attending the Professional Development Day shall be paid as a normal workday.
- (b) To have input into the scheduling of the Board-wide Professional Development Day, the bargaining unit president, or designate, shall be a member of the school year calendar committee.
- 56:03 The EA/SPA Professional Development Committee, in conjunction with Human Resources, will be responsible for the provision of in-service on one Board-wide Professional Development Day per school year calendar for all permanent and probationary members covered by this agreement.
- 56:04 The Board shall provide release time for members of the PD Committee for meetings of the committee held during working hours. Release time granted under this article shall not exceed a total of fifteen (15) days during each September to August period.
- 56:05 The committee shall be responsible for allocating any funds provided by the Board towards professional development activities for permanent and probationary members.

ARTICLE 57 – TUITION

- 57:01 Where the Board, as approved in advance by the Executive Officer of Human Resources, requires an employee to take a particular course of training or study; the Board agrees to pay the tuition for the course of training or study. Reimbursement of expenses for travel and accommodation, if required, shall be governed by Board policy.
- 57:02 Where the Board requires an employee to take a course of training or study the Board may provide a replacement employee to perform the absent employee's duties.

ARTICLE 58 – EMPLOYMENT INSURANCE REDUCTION

- 58:01 The Board shall forward to the Bargaining Unit, on or before February 1st and on or before June 29th of each year, the Federal Employment Insurance Premium Reduction Rebates to which the Bargaining Unit members are entitled.

ARTICLE 59 – AMENDMENTS

- 59:01 Amendments to the provisions of this Collective Agreement shall be made, in writing, only by mutual consent of the parties.
- 59:02 In the event that the Federal and/or Ontario Government should pass legislation during the lifetime of this collective agreement which would

have the effect of altering or modifying any part of the agreement, the parties shall meet and in good faith make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the collective agreement shall continue in effect for the duration of the agreement.

ARTICLE 60 – QUALIFICATIONS

60:01 In the event that the Board implements a policy requiring specific qualifications, or changes the qualifications required for any position covered by this Agreement, members within each position where a change occurs, shall be grandparented and deemed qualified within that position.

It is understood that members must keep up-to-date with job related training as provided by the Board. (E.g. Crisis Intervention).

ARTICLE 61 – ATTENDANCE SUPPORT

61:01 The Board will develop an attendance support policy, in consultation with the Union. The Board will notify the Union before implementing changes to the Attendance Support Policy.

61:02 A member shall have the right to OSSTF representation at any formal meeting which is part of the Board's Attendance Support System.

ARTICLE 62 – COMMUNICATION

62:01 The Board shall provide bulletin board space on existing bulletin boards for the use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit.

62:02 The Board shall provide the Union with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program, and shall provide meeting space, where available, to the general membership of the Union free of charge on request. It is understood that any additional custodial costs incurred by the Board as a result of making meeting space available to the Union shall be borne by the Union.

62:03 The Bargaining Unit shall have access to the Board's courier service, e-mail, fax and telephone services for communication with its members and with the Board's representatives subject to the Board's policies and rules on communication.

ARTICLE 63 – COMPASSIONATE CARE LEAVE

63:01 "Compassionate Care Leave" means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

- 63:02 A Compassionate Care Leave may be taken for up to eight (8) weeks.
- 63:03 All requirements outlined in the Employment Standards Act must be met for the leave to be granted.
- 63:04 An extension to a Compassionate Care Leave shall be granted upon the employee's request provided all requirements outlined in the Employment Standards Act have been met.
- 63:05 A member on Compassionate Care Leave shall continue to be entitled to employee benefits and accumulation of credit for sick leave, seniority and experience.
- 63:06 Subject to Article 51, Layoff and Recall, at the end of the period of the leave of absence the member shall return to the same position and work location held by the member immediately prior to the commencement of the leave of absence, if the position at that location still exists, or to a comparable position at the same location, if it does not exist.
- 63:07 Notwithstanding the above, the member is subject to Article 50 – Seniority, Article 51 – Layoff and Recall and Article 37 – Voluntary Transfer.
- 63:08 The member will provide to the Board a medical certificate indicating that a member of the family has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 63:09 For the purposes of this Article, “family” is defined as in The Family Medical Leave Act.

ARTICLE 64 – SUPERVISION

- 64:01 Where it is deemed necessary to assign supervision of non-special needs students to EA's, the Principal shall ensure, where possible, that such supervision shall be assigned equitably amongst the EA's at that worksite. It is understood that this shall not preclude the need, in certain situations, for EA's to be required to do differing amounts of general supervision.
- 64:02 Issues that may arise during the school year related to supervision assignments may be brought to the attention of the Labour Management Committee for consideration.

ARTICLE 65 – PANDEMIC

- 65:01 In the event of a pandemic, declared by the Ministry of Health, which may impact upon the Upper Grand District School Board, the parties agree to meet to discuss the potential impact on the operations of the Board/Schools.

ARTICLE 66 – ACCOMODATING EMPLOYEES WITH DISABILITIES

- 66:01 The Board and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations in accordance with prevailing legislation.
- 66:02 Where an employee is identified by the Board, based on documentation received as requiring an accommodations, the Board shall consult with the Bargaining Unit in determining an appropriate accommodation for the employee.
- 66:03 The Board and the Bargaining Unit recognize that employees who require accommodation have obligations to cooperate in the process, including the clear communication of any medically documented limitations requiring accommodations and the providing of medical information reasonably required by the Board.
- 66:04 Prior to arranging a plan for a Return to Work or Workplace Accommodation, the Board shall consider, among other factors, the member's pre-injury/pre-disability job classification and skills, current functional abilities and work demands.

ARTICLE 67 – DURATION AND TERMINATION

- 67:01 (a) This Agreement shall be in effect from September 1, 2008 and shall continue up to and including August 31, 2012, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days, nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.
- (b) Notwithstanding the foregoing, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desire to negotiate with a view to renewal, with or without modifications of this Agreement in accordance with the Ontario Labour Relations Act.
- 67:02 After either party has given notice in accordance with clause 65:01; the parties shall meet within fifteen (15) days or such later date as the parties agree upon for the purpose of entering into negotiations.

Appendix A

SALARY AND INCREMENT

New employees will be hired at the minimum salary rate of the job level.

Employees shall progress to the next increment effective January 1 of each year until the employee has reached maximum.

A new employee to the Board, who commences employment after November 1, shall not receive an increment on January 1 immediately following but shall begin to receive increments the next January 1.

Educational Assistants/Special Program Assistants September 1, 2008 Rates

Category 1	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
Hall Monitor	\$14.87	\$15.61	\$16.36	\$17.10	\$17.84	\$18.58
Playschool EA	\$14.87	\$15.61	\$16.36	\$17.10	\$17.84	\$18.58

Category 2	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
EA - ESL	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
EA - DD	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
EA - APDD	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
EA - SPECIAL ED.	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
EA - FOOD SERVICES	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
EA - TMH	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
EA - ECE	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87

Category 3	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
SPA - Cafeteria	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
Food Services Super.	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
SPA - Pool	\$21.66	\$22.75	\$23.83	\$24.90	\$26.01	\$27.09
SPA - Technical	\$20.69	\$21.73	\$22.76	\$23.80	\$24.83	\$25.87
SPA - Chef	\$21.75	\$22.85	\$23.92	\$25.02	\$26.10	\$27.19
SPA - Speech & Lang	\$21.07	\$22.12	\$23.18	\$24.22	\$25.28	\$26.33
SPA - DD	\$21.91	\$23.00	\$24.09	\$25.19	\$26.29	\$27.38

Category 3	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
SPA - Cafeteria	\$21.95	\$23.05	\$24.14	\$25.25	\$26.34	\$27.45
Food Services Super.	\$21.95	\$23.05	\$24.14	\$25.25	\$26.34	\$27.45
SPA - Pool	\$22.98	\$24.13	\$25.28	\$26.42	\$27.59	\$28.74
SPA - Technical	\$21.95	\$23.05	\$24.14	\$25.25	\$26.34	\$27.45
SPA - Chef	\$23.07	\$24.25	\$25.38	\$26.54	\$27.69	\$28.85
SPA - Speech & Lang	\$23.02	\$23.46	\$24.60	\$25.70	\$26.82	\$27.93
SPA - DD	\$23.25	\$24.40	\$25.55	\$26.73	\$27.89	\$29.05

Educational Assistants/Special Program Assistants September 1, 2011 Rates

Category 1	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
Hall Monitor	\$16.25	\$17.06	\$17.88	\$18.68	\$19.50	\$20.30
Playschool EA	\$16.25	\$17.06	\$17.88	\$18.68	\$19.50	\$20.30

Category 2	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
EA - ESL	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
EA - DD	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
EA - APDD	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
EA - SPECIAL ED.	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
EA - FOOD SERVICES	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
EA - TMH	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
EA - ECE	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27

Category 3	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
SPA - Cafeteria	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
Food Services Super.	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
SPA - Pool	\$23.67	\$24.85	\$26.04	\$27.21	\$28.42	\$29.60
SPA - Technical	\$22.61	\$23.74	\$24.86	\$26.01	\$27.13	\$28.27
SPA - Chef	\$23.76	\$24.92	\$26.14	\$27.34	\$28.52	\$29.72
SPA - Speech & Lang	\$23.71	\$24.16	\$25.34	\$26.47	\$27.62	\$28.77
SPA - DD	\$23.95	\$25.13	\$26.32	\$27.53	\$28.73	\$29.92

APPENDIX B – CASUAL EMPLOYEES

The following articles of the collective agreement do not apply to casual members

Bereavement Leave	Miscellaneous Leaves of Absence
Personal Leaves of Absence	Paternal Leave
Extended Pregnancy/Parental Leave	Deferred Salary Leave
Sick Leave	WSIB Supplement
Position Sharing	Job Exchange
Paid Vacation	Transfer
Insured Employee Benefits	Probationary Period
EI SUB Plan	Permanent Employee Seniority
Leave of Absence Without Pay	Pregnancy Leave
Statutory Parental Leave	Family Care Leave
Retirement Gratuities	Temporary Positions Outside the Bargaining Unit
Job Evaluation & Re-evaluation	Job Performance Appraisals
Recognized Paid Holidays	Layoff and Recall
Pension Plan	Employee Assistance Program
Professional Development - except as noted in clause B.18	Tuition/Retraining
Consolidation of Time	Letters of Agreement
Labour Management Committee	Union Leave
Leaves General	Inclement Weather
Employment Insurance Reduction Allowances	Overtime (39:02, 39:03)

- B.1 Casual Employees shall be paid at the minimum level of the category of the position to which they are assigned.
- B.2 In addition to the amounts received under Schedule B.1, a Casual Employee shall receive four percent (4%) of the salary wages received as vacation pay.
- B.3 Casual employees who work their scheduled day before and their scheduled day after a recognized paid holiday as stated in Article 41, Recognized Paid Holidays, shall be paid for the recognized paid holiday provided the employee meets the qualifications for payment according to the Employment Standards Act. Payment for the recognized paid holiday will be as specified in the Employment Standards Act.
- B.4 A casual employee who has completed 420 hours of employment with the Board shall, upon written request, have the option of participating in the Board's Extended Health and Dental Plans with the full cost of the premiums being paid by the employee. Employee participation shall be subject to the approval of the carrier(s).
- B.5 Casual Supply List

The Board shall maintain a list of Casual Employees that shall include Permanent Part-time Employees who are available to work in casual positions. Such list shall contain names and phone numbers.

- B.6 Interviews for the Casual Supply List shall be conducted by the Board. All casual employees on the casual supply list shall be interviewed, qualified and shall have submitted a police check as per Board practice.
- B.7 By August 31 of each year, this list shall be distributed to the President of the Bargaining Unit.
- B.8 Casual Service List
- The service list of casual employees will be compiled based on the initial list with the addition of the number of hours worked in casual/temporary bargaining unit positions since January 1, 1999 and ranked from most to least. Such list shall be compiled each year as of December 31.
- B.9 By February 15th, each year, a copy shall be provided to the President of the Bargaining Unit.
- B.10 By February 15th of each year the Board shall post a copy of the up-to-date service list in all work locations with members covered by this Agreement.
- B.11 Any question as to the accuracy of the service list must be submitted by the employee to the Executive Officer of Human Resources within thirty (30) working days of the posting of the list. If no discrepancies are found and brought to the attention of the Executive Officer of Human Resources within thirty (30) working days following posting of the list, the list will be deemed to be correct.
- B.12 A casual employee employed for more than five (5) continuous months in the same position shall:
- (a) be entitled to participate in the Board wide PD Day and will be paid as though it was the employee's regular work day, if the day is a scheduled work day for the employee;
 - (b) be covered by Article 331, Inclement Weather if the day was a scheduled workday.
 - (c) be entitled to one (1) day of Bereavement Leave, if requested which shall be granted for the death of a spouse/partner, child, mother, father, sister, or brother.
- B.13 A casual employee employed for more than one year in the same position shall move on the grid according to time in the position, and as outlined in the Salary and Increment Schedule of the Collective Agreement.
- B.14 If a representative of the Board calls a casual employee to a work location and, after arriving, the casual employee finds that the assignment has been cancelled; the casual employee will be entitled to a half-day's pay for the assigned position.

APPENDIX C

EMPLOYMENT BENEFITS (SEB PLAN)

Supplemental Employment Benefit (SEB) Plan for the Upper Grand District School Board.

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. The following groups of Employees are covered by the plan:
Educational Assistants and SPA's
3. The requirements imposed by the Employer for the receipt of the SEB are:
 - (a) An Employee must be eligible to receive pregnancy leave benefits from E.I.
 - (b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of an E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission and the dates of the waiting period.
 - (c) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. Employees will not be supplemented for any week during the waiting period which falls outside the employee's normal working period during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
6. Employees do not have a right to SEB payments except for supplementation of EI benefits for the employment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to 100% of the employee's weekly insurable earnings under EIC.
8. The maximum number of weeks for which SEB is payable is for six (6) weeks.
9. The duration of this plan is for the term of the collective agreement.
10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.

11. The Employee must provide the Employer with the proof that the Employee is getting EI benefits or that the Employee is not getting benefits for reasons specified in the plan.
12. The Employer will use the EI receipt of the Employee to verify that the employee is receiving EI benefits or other earnings. The Employer's Revenue Canada Taxation registration number is 892228826 RP0001.

LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

RE: Contracting Out

The Board agrees that during the term of this collective agreement:

1. No bargaining unit member shall be laid off due to contracting out.
2. No bargaining unit member shall have their hours reduced due to contracting out.
3. No bargaining unit member shall be laid off due to the use of any individual working for the Board under any government program.

Dated at Guelph this _____ day of _____, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

RE: Job Security

The Board agrees that during the term of this collective agreement:

In order to provide job security for members of the Union, the Board agrees that no permanent or probationary employee listed on the most recent seniority list with a seniority date prior to and including September 1, 2003 will be laid off. For permanent or probationary full or part-time employees, this Letter of Agreement will not apply to off work periods at Christmas, Winter Break and Summer.

Dated at Guelph this _____ day of _____, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

Re: Workplace Violence

The parties shall establish a local Joint Committee on Workplace Violence, consisting of up to two (2) representatives each to meet no later than sixty (60) days after ratification of this agreement. The committee shall discuss issues of workplace violence that involve members of the bargaining unit and identify areas of concern.

After the Provincial Joint Task Group on Workplace Violence has developed recommendations for effective policies and procedures the local Joint Committee shall review the recommendations and determine an implementation strategy, if appropriate, for such recommendations for the 2010-2011 school year and beyond.

Dated at Guelph this _____ day of _____, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

Re: Increases in Time

The Board agrees that the current process for increases in time will continue as noted below:

Any employee requesting an increase in time must indicate on the "Request for Transfer and Increase/Decrease in Time" Form their intention to have their time increased. This form must be submitted no later than April 15th, each year before the next year's placement process. Those employees requesting an increase will be placed on an increase in time list. After all employees have been placed during the annual staffing process according to articles 51:01 and 51:07, increases in time will be granted during the annual staffing process, if possible, according to the Board seniority list from the highest in seniority to the lowest provided the employee has the qualifications, skills and ability to perform the requirements of the position.

Dated at Guelph this _____ day of _____, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

Re: Respectful Workplace

The Board agrees that, during the next review of the Board's Anti-Harassment policy, the Union shall be provided with an opportunity to provide input into the policy during the review process.

Dated at Guelph this _____ day of _____, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

Re: Board's Allocation under the PDT Agreement.

The Bargaining Unit's share of the Board's allocation under the PDT Agreement will be the ratio between the Bargaining Unit's FTE of employees eligible for benefits to the total FTE of the Board's unionized and non-unionized employees as reported in the Board's 2008-09 Financial Statements.

The parties agree that the Bargaining Unit's share of the Board's allocation under Appendix 13 of the 2008:B10 Memo in 2010-11 is approximately \$62,690 which shall be verified by the parties upon agreements being reached with all other groups of the Board on the understanding that the total allocation for all groups shall not exceed the Board's total allocation under Appendix 13 of the 2008:B10 Memo. The parties agree to meet to locally negotiate benefit enhancements not otherwise agreed to in the collective agreement during negotiations commencing January 2010 for implementation by September 1, 2010. It is understood that the value of these benefit and working conditions enhancements shall not exceed the total allocation for the Bargaining Unit (approximately \$62,690) minus the cost of the benefit and working conditions enhancements negotiated into the collective agreement to be implemented in September 2010. The Board shall provide the Bargaining Unit with the information required to allow for informed decision making on improvements to benefits.

Should a new benefits delivery model be developed as a result of discussions involving OSSTF and OPSBA, the parties shall meet to determine an implementation plan, if appropriate and providing there is no cost to the Board.

Dated at Guelph this _____ day of _____, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

LETTER OF AGREEMENT
BETWEEN
UPPER GRAND DISTRICT SCHOOL BOARD
AND
OSSTF, EA/SPA BARGAINING UNIT

Re: Staffing Funding Enhancement for 2011-1012.

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant and the Special Education Per Pupil Amount (SEPPA);

WHEREAS the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding, up to the value of the Board's share as follows:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 191 to 194;
- Recall Educational Assistants that, as a result of declining enrolment in the Board, were on a recall list within the Board on or after September 1, 2008, subject to the remaining funds available under this enhancement;
- Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.

The use of incremental hours for Educational Assistants must include scheduled supervision of students and/or after-school homework support. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner, subject to existing provisions in the Collective Agreement, in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

The parties agree that there are currently 335.4 FTE EA/SPA Bargaining Unit employees based on the 2008/09 Board Estimates. Confirmation of the EA/SPA complement will be as per the Revised

Estimates for 2008-2009. The Board agrees that the funding received under this funding enhancement from the Ministry of Education will be used as described above.

The Ministry has estimated the impact of these enhancements to the Board through changes to the grant calculations (estimated to be \$2,070,521 in 2011-12). The inclusion of these estimates from the Ministry is for illustration purposes only and is not considered to be a guarantee.

The Board will meet with the Union annually to review the funding to be received (confirmed as per the Board's estimates including enrolment projections and the Board's recent enrolment experience) for the above enhancements. The parties shall also meet after the funding has been received to verify the figures. The meeting shall include the local Bargaining Unit president and a Provincial Representative.

During the term of the collective agreement, the staff complement will not be reduced to less than 335.4 FTE unless the funding provided under this enhancement is insufficient to maintain positions which would otherwise be lost due to declining enrolment.

This letter will expire on August 30, 2012.

Dated at Guelph this _____ day of _____, 2009.

ON BEHALF OF THE UNION

ON BEHALF OF THE BOARD

MEMORANDUM OF SETTLEMENT
Between
Upper Grand District School Board
And
Ontario Secondary School Teachers' Federation
Educational Assistants and Special Program Assistants

1. The parties agree that the terms of this Memorandum of Settlement constitute full and final settlement of all matters in dispute between them concerning the negotiation of the Collective Agreement for the period September 1, 2008 to August 31, 2012.
2. The undersigned representatives agree to recommend acceptance of the terms of this Memorandum of Agreement to their respective principals.
3. The terms of the Collective Agreement shall be in force from September 1, 2008 up to and including August 31, 2012, unless otherwise stated.
4. Any obvious errors or omissions in this document will be corrected in accordance with the negotiations and agreements reached between the parties.
5. The Collective Agreement between the two parties shall contain the terms and condition found in the September 1, 2007 to August 31, 2008 Collective Agreement plus any subsequently agreed to and ratified amendments.
6. Any retroactive salary owing shall be paid no later than April 30, 2009.

DATED at Guelph, Ontario this _____ day of _____ 2009.

On behalf of the Board

On Behalf of the Union

